Resolution
FI-R-0233-19

COLLECTIVE BARGAINING AGREEMENT RATIFICATION
WITH FRATERNAL ORDER OF POLICE LABOR COUNCIL

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

WHEREAS, a group of dispatch employees in the Sheriff’s Office has authorized the Fraternal Order of Police Labor Council as their exclusive bargaining agent under the terms and conditions of the Act; and

WHEREAS, the Sheriff, County and the Fraternal Order of Police have been bargaining in good faith to reach agreement on an initial Collective Bargaining Agreement, and

WHEREAS, the Collective Bargaining Agreement has been ratified by the Union members.

NOW, THEREFORE, BE IT RESOLVED that the County Board does hereby ratify, accept and adopt the Collective Bargaining Agreement attached to this resolution between the Fraternal Order of Police Labor, the DuPage County Sheriff and the County of DuPage; and

BE IT FURTHER RESOLVED that the Director of Human Resources be authorized to execute said Collective Bargaining Agreement; and

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

Enacted and approved this 11th day of June, 2019 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ___________________________________
JEAN KACZMAREK, COUNTY CLERK
ILLINOIS FOP
LABOR COUNCIL

and

DuPage County Sheriff and
County of DuPage
Radio Dispatchers And Radio
Communications Supervisors

Springfield - Phone: 217-698-9433 / Fax: 217-698-8487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911
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APPENDIX A – DUES DEDUCTION AUTHORIZATION FORM

APPENDIX B – GRIEVANCE FORM

APPENDIX C – COUNTY’S PERSONNEL POLICY MANUAL,
   CHAPTER 5.4 RE: SICK LEAVE PAYOUTS
PREAMBLE

This Agreement is entered into by and between the County of DuPage (hereinafter referred to as the “County”), and the DuPage County Sheriff (hereinafter referred to as the “Sheriff”) (hereinafter collectively referred to as the “Employer”) and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as either the “Union” or “Labor Council”).

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

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

ARTICLE I
RECOGNITION

Section 1.1 Representative of Unit

The Employer hereby recognizes the Labor Council as the sole and exclusive collective bargaining representative for all employees included in the bargaining unit described below, for the purpose of collective bargaining in any and all matters relating to wages, hours of employment and all other terms and conditions of employment. The bargaining unit shall include all full-time employees in the positions described in the Certification issued by the Illinois Labor Relations Board on June 23, 2015 in Case No. S-RC-15-088, as follows:

Included: All full-time employees of the County of DuPage and Sheriff of DuPage County in the following titles: Radio Dispatcher; Radio Communications Supervisor.

Excluded: All other employees of the County of DuPage and the Sheriff of DuPage County.

Section 1.2 Local or Membership Activity

Neither the Employer nor the Labor Council shall interfere with the right of the 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.

Section 1.3 Gender
Whenever the male gender is used in this Agreement, it shall be construed to include male and female employees covered by this Agreement.

ARTICLE II
DUES DEDUCTION / FAIR SHARE

Section 2.1  Dues Deduction

Upon receipt of a lawful written authorization form signed by an employee, attached hereto as Appendix A, on a form agreed upon by the Union and the Employer, the Employer shall deduct from the employee’s first two paychecks of each month the regular amount of the Labor Council dues, which may include an amount that is retroactively owed and the initiation fee, if any, set forth in such form and any authorized increase therein. The dues shall be forwarded to the Illinois Fraternal Order of Police Labor Council at the address designated by the Labor Council, in accordance with the laws of the State of Illinois, within thirty (30) days of the date of the deduction. Authorization for such deduction shall only be revocable by providing thirty (30) days’ written notice to the Employer and the Labor Council.

The regular uniform Union membership amount to be deducted, which will be the same amount for each employee, in order to ease the Employer’s burden in administering this provision, shall be certified in writing by the Union to the Employer. This amount may be changed by the Union once each calendar year. The Labor Council shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date. The Employer agrees to forward a list of employees each month along with the above dues. The list shall contain the name and address of each employee from whom the dues have been deducted.

Section 2.2  Indemnification

The Labor Council shall indemnify the Employer and its agents and hold them harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employer for the purpose of compliance with the provisions of this Article, including the Employers’ obligation to deduct and to forward fair share fees to the Labor Council, prior to July 1, 2018.

ARTICLE III
LABOR COUNCIL REPRESENTATION

Section 3.1  Union Activity During Working Time

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

Section 3.2  Designation of Stewards
The Union shall provide the Employer with a written designation of Union stewards for the bargaining unit, and shall keep the written designation current, if changes in the stewards' designations are made. The Union shall notify the Employer, in writing, of any changes in the designation of Union stewards, as soon as practicable.

Section 3.3 Union Representation Pursuant to Weingarten

At the employee's request, a steward or Labor Council representative (hereinafter collectively referred to as a "Union Representative") will be allowed to attend any investigatory interview in which questioning of the employee is to occur, which the employee reasonably believes may lead to discipline. The interview shall be reasonably delayed to allow the employee an opportunity to have a Union Representative present, but such questioning need not be delayed to allow a particular Union Representative to be present, if any other steward or other Union Representative is available to attend.

Section 3.4 Access to Premises by Union Representatives

Up to two (2) non-employee representatives of the Union shall, upon prior notice, be granted access to the premises of the Employer, upon the following conditions:

1) At least two (2) hours advance notice to the Sheriff or his designee is provided prior to the visit;

2) The visit is limited to a location or space provided or approved by the Sheriff or designee;

3) The access is subject to reasonable monitoring by the Sheriff or designee;

4) The visit does not disrupt the operations of the Office, employees who are working, or other persons having business with the Sheriff's office; and

5) The visit is limited to no more than forty-five (45) minutes in duration, unless the meeting is called at the request of the Employer or is otherwise agreed upon.

Section 3.5 Labor Council Negotiating Team

A reasonable effort shall be made by both parties to schedule negotiations for a day and time at which the designated members of the Labor Council negotiating team are not scheduled to work. Up to two (2) bargaining unit members designated as being on the Union's negotiating team and who are scheduled to work on a day on which negotiations are scheduled, shall, for the purpose of attending such scheduled negotiations, be allowed to use accrued benefit time in hourly increments.

Section 3.6 Delegates
A maximum of two (2) bargaining unit members who have been chosen as delegates to the Illinois Fraternal Order of Police Labor Council annual meeting, shall be allowed reasonable time off to attend the annual meeting without pay, provided that each such delegate shall give at least four (4) weeks advance notice to the Communications Coordinator, the Sheriff or designee, of such absence. Such request for time off shall be allowed, if it does not interfere with the operating needs of the Employer or cause overtime, when overtime can be avoided. Upon approval, an employee may use any accumulated vacation or compensatory time, in lieu of taking such time off without pay. Such requests for time off without pay or for vacation or compensatory time shall be subject to the normal request and approval procedures.

Section 3.7 Information provided to the Union

The Employer shall provide the Labor Council with a roster of bargaining unit members, upon request by the Labor Council, but such requests shall not be made more frequently than quarterly.

Section 3.8 Union Bulletin Board

The Employer shall make available a portion of a bulletin board in the proximity of the employees’ work location, for purposes of posting Union notices or announcements. The Union will not permit the posting of any material on any bulletin board which is derogatory or inflammatory in nature toward the Employer, DuPage County or its agents. The Employer reserves the right to remove any inappropriate material. Should the Employer remove any material, the Employer will return such material to the Union President, with a brief written notice of the reason for such removal. Differences over such content shall be subject to the grievance procedure.

Section 3.9 Distribution of Literature

There shall be no distribution of Union literature on the Employer’s premises during working time, except that Union literature may be posted on the Union bulletin board, in accordance with the requirements of Section 3.8. Any equipment belonging to the Employer, such as, but not limited to radios, pagers, cell phones, vehicles, photocopy machines and microcomputers, shall not be used for personal use or Union activity or business. Employees shall have no expectation of privacy for email or voicemail communications, or mailbox materials.

ARTICLE IV
MANAGEMENT RIGHTS

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

a) Plan, direct, control, and determine all functions, operations, standards, and services;
b) Supervise, direct, and evaluate employees;
c) Establish the qualifications for employment and employ employees;
d) Establish reasonable work rules, work schedules, work assignments and assign such to employees;
e) Hire, promote, transfer, schedule, and assign employees in positions and to create, combine, modify and eliminate positions with the Sheriff’s Office, so long as it is not in violation of Article V of this Agreement;
f) Suspend, demote within the bargaining unit, discharge or take other disciplinary action against employees for just cause (with the exception of probationary employees, who may be disciplined or discharged without cause);
g) Establish reasonable work and productivity standards and to amend such standards from time to time;
h) Assign overtime and determine the number of hours of work and shifts per week;
i) Maintain efficiency of operations and services of the Sheriff’s office;
j) Take whatever action is necessary to comply with all State and Federal Laws, including taking personnel actions;
k) Secure, change or eliminate methods, equipment, and facilities for the improvement of operations;
l) Determine the kinds and amounts of services to be performed as it relates to operations, and the number and kind of classifications to perform such services, to include revision, combination, addition or elimination of job classifications;
m) Determine the standards of professionalism required of the employees, and from time to time to change those standards;
n) Determine the methods, means, organization and personnel by which operations are to be conducted, including services and staffing requirements;
o) Take whatever action is necessary to continue operations and functions in emergency situations;
p) Establish and implement a budget;
q) Make, alter and enforce rules, regulations, orders, policies and to otherwise implement management rights, as enumerated above, so long as such action is neither arbitrary nor capricious.

ARTICLE V
NON-DISCRIMINATION

In accordance with applicable law, neither the Employer nor the Union will discriminate against employees covered by this Agreement, in a manner prohibited by law because of race, color, sex, sexual orientation, marital status, political belief, veteran status, mental or physical disability, religion, or national origin of the employee. Any dispute concerning the interpretation and application of this Section shall be processed through the appropriate federal or state agency or court, rather than the grievance procedure set forth in this Agreement.

ARTICLE VI
LABOR-MANAGEMENT MEETINGS

Section 6.1 Meeting Request
The Labor Council and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between the Union and the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. Such meetings shall be scheduled at a time, place and date mutually agreed upon and 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; and

(c) Notifying the Council of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.

To effectuate the purposes and intent of the parties, both parties agree to meet once a calendar quarter, unless mutually agreed between the Union and the Employer. If there is no agenda prepared and submitted, there shall be no meeting.

Section 6.2 Exclusivity of Meetings

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 considered at "labor-management meetings," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 6.3 Employee Attendance at Meeting

Attendance at labor-management meetings shall be voluntary on the employee’s part, and attendance during such meeting hours shall not be considered time worked for compensation purposes.

ARTICLE VII
GRIEVANCE AND ARBITRATION

Section 7.1 Purpose

For the purposes of this Agreement, a grievance is any complaint, dispute or difference of opinion raised by an employee or the Labor Council involving the meaning, interpretation or application of the provisions of this Agreement. The parties to this Agreement affirm that in order for the grievance procedure to function efficiently and effectively, an effort should be made by the parties to resolve grievances at the lowest possible level of the grievance procedure.

Section 7.2 Grievance Steps

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the steps listed below. Any time period provided for under the steps in the grievance procedure may be mutually extended in writing, but no extension of time shall be implied by any
action or inaction of either party, if not expressly stated in writing. The grievance will contain a summary statement of facts surrounding the grievance, the specific articles and section of the Agreement allegedly violated, the date of the alleged violation and the relief sought. The grievance document, attached hereto as Appendix B, shall be signed and dated by the grievant and Local steward or Labor Council representative, unless the employee pursues a grievance independent of the Union. If the employee is pursuing the grievance independent of the Union, it shall be so stated in the grievance document.

The Union may file a class grievance if it affects two or more bargaining unit members whose grievances involve the same issues, interpretations and contract provisions, so that a decision as to one grievant shall be decisive as to all members of the class. All such Class Grievances will be submitted at Step 2 by the Labor Council representative, and shall contain all of the information required to be specified, as provided in the preceding paragraph.

**STEP ONE**

If the parties are unable to resolve the grievance informally, the employee, with a Labor Council representative, may submit such grievance for resolution by means of the formal grievance procedure. Grievances shall be presented in writing to the Communications Coordinator within ten (10) calendar days of the occurrence giving rise to the grievance, not including the day of the occurrence, or within ten (10) calendar days of the date when the affected employee knew, or reasonably should have known of such occurrence, not including the day of the occurrence. The Communications Coordinator shall provide an answer in writing no later than seven (7) calendar days from the receipt of the Step One grievance, generally stating whether the Employer is granting or denying the grievance.

**STEP TWO**

If the grievance is not resolved at Step One or the Communications Coordinator’s response is not received within seven (7) calendar days following receipt of the Step One grievance, and the employee or Labor Council wish to appeal the grievance to Step Two of the grievance procedure, the grievance shall be delivered in writing to the Bureau Chief or designee within seven (7) calendar days after the receipt of the Communications Coordinator’s written response to the grievance, not including the day the response was received, or within seven (7) calendar days of the day the response was due, if no response was received.

The written appeal shall generally state the basis upon which the employee believes the grievance was improperly denied at the previous step of the grievance procedure. The Bureau Chief or designee shall offer to discuss the grievance with the grievant and an authorized representative from the Union. If no settlement of the grievance is reached, the Bureau Chief or designee shall provide a written response to the grievant within seven (7) calendar days after receiving the written Step Two grievance, not including the day the Step Two grievance was received, generally stating the basis upon which the Employer is denying the grievance.

**STEP THREE**
If the grievance is not resolved at Step Two or the Bureau Chief’s response is not received within seven (7) calendar days following receipt of the Step Two grievance, and the employee and Labor Council wish to appeal the grievance to Step Three of the grievance procedure, the appeal shall be submitted in writing to the Sheriff, or his designee, within seven (7) calendar days after the receipt of the Bureau Chief’s or designee’s written response to the employee, not including the day the response was received, or within seven (7) calendar days of the day the response was due, if no response was received.

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

### STEP FOUR

If the grievance is not resolved at Step Three and the Labor Council wishes to appeal the grievance from Step Three of the grievance procedure, the Labor Council may refer the grievance to arbitration, as described below, within twenty-eight (28) calendar days of receipt of the written answer as provided to the Labor Council at Step Three, not including the day the response was received, or within twenty-eight (28) calendar days of the day the response was due, if no response is received:

(a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said period, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators, who are members of the National Academy of Arbitrators residing in Illinois, Indiana, Iowa or Wisconsin. The parties shall alternatively strike the name of an arbitrator. The party making the first strike shall be chosen by the toss of a coin or other mutually agreed random procedure. The person whose name remains shall be the arbitrator, provided that each party, before striking names, shall have the right to reject one (1) panel of arbitrators.

(b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and a place for the hearing, subject to availability of Labor Council and Employer representatives. The arbitrator shall notify the Employer and the Union of the mutually agreed upon date and time of the hearing.

(c) The Employer and the Labor Council shall have the right to request the arbitrator to subpoena the presence of witnesses or documents.

(d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
(e) More than one grievance may be submitted to the same arbitrator, if both parties mutually agree in writing. Absent such mutual agreement, no more than one grievance may be submitted to an arbitrator at any one time.

(f) The fees and expenses of the arbitrator (including the cost of the court reporter and the cost of the arbitrator’s copy of the written transcript, if requested by the arbitrator or mutually agreed), shall be divided equally between the Employer and the Labor Council; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 7.3 Authority of the Arbitrator

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

Section 7.4 Time Limits

Grievances may be withdrawn at any step of the procedure. If a grievance is not presented by the employee and/or the Union within the time limits set forth above, it shall be considered “waived” and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered waived on the basis of the Sheriff’s last answer. Grievances not discussed or answered by the Employer within the designated time limits stated in this grievance procedure shall be viewed by the aggrieved employee as denied and the employee may elect to appeal the grievance to the next step of the grievance procedure, in accordance with such procedures set forth hereinabove.

Section 7.5 Grievance Processing and Grievance Meetings

Employees and/or the Union representatives shall investigate and/or file grievances only on their non-work time (which, under this Agreement, means before work, after work, during approved breaks or during a lunch period, subject to emergency work duties) and only in a manner which will not disturb other employees who are working, unless the Communications Coordinator grants permission to perform such activity during work time. In the event a grievance meeting(s) is scheduled by the Employer during the time the employee(s) would otherwise be working, the
employee(s) shall receive compensation for such time spent in such meeting(s). Grievance meetings will not take place on holidays, during the affected employee(s)' vacations or while on an Employer-approved leave of absence. Neither their Union stewards nor other Union representatives shall be compensated by the Employer for the attendance at arbitration hearings.

Section 7.6 Waiver of Grievance Procedure

If an employee seeks resolution of a grievance in any other forum, e.g. administrative or judicial tribunal (not including the Illinois Labor Relations Board), the Employer shall have no obligation to entertain or proceed further with the matter, pursuant to these grievance procedures, but this shall not be applicable to a Class Grievance.

ARTICLE VIII
DISCIPLINE

Section 8.1 Discipline

Discipline may be imposed upon probationary employees by the Sheriff or his designee(s) without just cause and without recourse to the grievance procedure set forth in Article VII of this Agreement. Discipline may be imposed by the Sheriff or his designee(s) upon a post-probationary employee, but only for just cause.

Section 8.2 Pre-Disciplinary Meeting

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

Section 8.3 Notice of Discipline

In the event that disciplinary action is taken against an employee, other than an oral reprimand, the Employer shall furnish written notice to the employee, which shall generally state the reasons for such discipline. The Employer shall notify the employee of any discipline to be imposed within five (5) days of the completion of the Employer’s investigation. A copy of such written notice will be maintained in the employee’s personnel file. Employees shall be permitted to write rebuttals to any discipline that they receive.

Section 8.4 Personnel Files and Limitations

Upon written request of an employee, the Employer shall permit said Employee to inspect and, if he so chooses, to copy his personnel file, in compliance with the Personnel Records Review Act, 820 ILCS 40/0.01 et seq. This may be done at any time which is mutually convenient to the Sheriff’s Office and the employee, but at all times during such inspection, a personnel staff member must accompany the employee.

Section 8.5 Benefits While On Suspension
Any employee under a disciplinary suspension for less than thirty (30) calendar days shall be entitled to accrue all benefits guaranteed under this contract.

**ARTICLE IX**

**PROBATIONARY PERIOD, SENIORITY, LAYOFF AND RECALL**

**Section 9.1  Probationary Period**

Probationary employees shall be covered by the conditions set forth in this Agreement; provided, however, that any disciplinary actions or discharge of a probationary employee shall not be subject to the grievance and arbitration procedures set forth in Article VII of this Agreement. The probationary period shall be twelve (12) months from date of full-time hire and may be extended up to an additional six (6) months, at the sole discretion of the Employer. Upon completion of the probationary period, an employee shall acquire seniority, which shall be retroactive to his/her last full time date of hire in a position included within the bargaining unit.

**Section 9.2  Definition of Seniority**

There are two (2) types of Seniority that will be used in the administration of the Agreement.

1. Full-time hire seniority shall be based on the length of time from the last date of hire beginning continuous full-time employment with the Sheriff/County. This seniority date is to be used for the purposes of vacation accrual and the employee retention program, if applicable.

2. Unit seniority shall be defined as the length of time from the last date of full-time hire beginning continuous employment in a position included within the bargaining unit. Unit seniority will be used for pay progression, layoff and recall, and any competitive selections procedure.

Unpaid absences of more than thirty (30) consecutive days shall result in an adjustment in an employee’s seniority in each category.

**Section 9.3  Seniority List**

Within ten (10) days after the ratification of the Agreement and within the first week of January of each year thereafter, the Employer shall prepare a list setting forth the present unit and job classification seniority dates for all employees covered by this Agreement. The Employer will post this seniority list in the Dispatch Center and will also forward a copy to the Labor Council. The Employer shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Employer in writing within fourteen (14) calendar days of the date the list is provided to the Union. However, when suspected errors are brought to the Employer’s attention at any time, once the error is verified, it will be corrected within 14 calendar days.

**Section 9.4  Termination of Seniority**
Seniority for all purposes shall be terminated if the employee:

(a) resigns or quits; or
(b) is discharged for just cause (or if a probationary employee, discharged either with or without cause); or
(c) retires or is retired; or
(d) is absent for three (3) consecutive work days without notifying the Sheriff or his designee; or
(e) falsifies the reason for a leave of absence or engages in employment while on an authorized leave of absence; or
(f) fails to return to work at the conclusion of a leave of absence or an approved extension of a leave of absence, unless the employee’s failure to return and failure to obtain an extension are solely due to circumstances totally beyond the employee’s control. For purposes of this paragraph, the Employer’s denial of an extension of the leave of absence shall not be considered a circumstance beyond the employee’s control; or
(g) is laid off for a period of twenty-four (24) months, or if laid off and fails to respond to a notice of recall within ten (10) calendar days after receiving a notice of recall in accordance with Section 9.6; or
(h) does not perform work for the Employer (except for absences for military service) for a period in excess of twenty-four (24) months, or the length of the employee’s employment with the Sheriff, whichever is less.

Section 9.5 Layoff

The Employer, in its sole discretion, shall determine whether layoffs are necessary. When there is an impending layoff with respect to the employees in the bargaining unit, the Employer shall inform the Labor Council in writing no later than twenty-one (21) days prior to such layoff, and such notice shall include the names of all employees to be laid off. Probationary employees shall be laid off first, then employees with the least seniority shall be laid off in ascending order, to the most senior employee. All employees who are to be laid off shall receive notice in writing of the layoff, at least twenty-one (21) days in advance of the effective date of such layoffs. Upon written request of the Union, the Employer agrees to meet and confer with the Union, in order to afford the Union an opportunity to propose alternatives to the layoff, and/or to otherwise mitigate the impact of the layoff, but such discussions shall not delay implementation of the layoffs.

Once the layoff is made, the Employer shall provide severance pay in accordance with the following chart, in lieu of negotiating the impact and effects of the layoff decision.
<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Hours Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year +1 day through 2 years</td>
<td>40</td>
</tr>
<tr>
<td>3 years + 1 day through 5 years</td>
<td>80</td>
</tr>
<tr>
<td>6 years + 1 day through 10 years</td>
<td>120</td>
</tr>
<tr>
<td>11 years +1 day through 15 years</td>
<td>160</td>
</tr>
<tr>
<td>16 years +1 day through 19 years</td>
<td>200</td>
</tr>
<tr>
<td>20 years or greater</td>
<td>240</td>
</tr>
</tbody>
</table>

Employees who receive retention benefits shall not be eligible to recover severance pay.

Section 9.6 Recall

Employees who are laid off shall be placed on a recall list and shall remain eligible for a recall for up to twenty-four (24) months. Recalled employees shall be returned in the inverse order of their layoff and shall receive no seniority credit for the period of layoff. Employees returning from layoff shall have their previously earned unit and job classification seniority restored along with prior full-time hire seniority as of the date of the layoff, and shall be reinstated at the pay rate of the position classification that corresponds to their seniority. Each recalled employee shall be given ten (10) calendar days' notice of recall and notice of recall shall be sent to the employee at the last known address by certified or registered mail with a copy to the Labor Council by regular mail. The employee shall be required to report to work no later than ten (10) calendar days after receipt of notice of recall, and shall be required to notify the Employer of such employee’s intent to return within such ten (10) calendar day period. If an employee fails to timely return to work following a recall notice, his name shall be removed from the recall list.

Section 9.7 Seniority While on Leave, Absence

Employees will continue to accrue seniority credit for an unpaid leave, but only to the extent required by State or Federal law.
Section 9.8  Accrual of Seniority

An employee’s hire date seniority continues to accrue while such employee is on military leave, as required by 330 ILCS 61/5-5(3).

ARTICLE X
NO STRIKE OR LOCK OUT

Section 10.1  No Strike

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

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

Section 10.2  No Lockout

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

Section 10.3  Judicial Remedies

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

ARTICLE XI
HOURS OF WORK AND OVERTIME

Section 11.1  Purpose

This Article seeks to describe the normal hours of work for bargaining unit personnel. This Article does not provide a guarantee of any certain number of hours of work per day, per week, or per work cycle, nor shall it be construed as a minimum or maximum work schedule. Changes in the normal work day, work schedules or work period shall be made, but only by the Sheriff or his designee(s).
Section 11.2 Work Hours, Meal Period and Breaks

The normal workday shall consist of eight (8) hours, including a thirty (30) minute meal period. During the meal period, employees will be on call.

Two rest periods of fifteen (15) minutes each (one each half shift) will be provided to all employees. The employees recognize the nature of bargaining unit work is such that a formal scheduling of rest periods is not always available. Rest periods may be taken by the employee during each half shift, so long as the employee’s rest period does not interfere with tasks. Due to the nature of the work, employees must remain available for recall during rest periods.

Employees may not take any portion of their meal period or rest period during the first hour or last hour of their shift, unless authorized by the Communications Coordinator or designee. In addition, no meal period or rest period shall be taken until the employee is properly relieved. The Employer will make reasonable efforts to relieve employees for meal periods or rest periods.

Section 11.3 Work Shift

Eight (8) consecutive hours of work shall constitute a normal work shift. Employees work five (5) consecutive work shifts and work forty (40) hours in each work week, which consists of seven (7) consecutive days. The normal work hours consist of three (3) shifts, as stated below. The current twenty-eight (28) day schedule in place will remain in effect, however, this schedule may be modified by the Sheriff or his designee(s), upon fourteen (14) days written notice to the Union and to the affected employees.

**Work Shifts**

07:00 am to 03:00 pm  
03:00 pm to 11:00 pm  
11:00 pm to 07:00 am.

Section 11.4 Shift Assignments

Members of the bargaining unit shall submit their shift assignment preferences to the Sheriff or his designee on an annual basis. By October 5th, the Employer will distribute shift preference forms to employees and each employee will complete and return said form to the Supervisor by October 15th. Each employee shall indicate their first, second, and third choice of shift. When scheduling, the Employer will assign the three employees with the most seniority in the dispatcher classification to their first choice, except that there will be no obligation to assign all three employees to the same shift, in which case the employee with the third highest seniority will receive his second choice. For the remaining employees, the Employer will consider the preferences expressed, but shall not be bound by such preferences. One supervisor shall be assigned to each shift. Supervisors shall have their shifts assigned according to their preference and in order of seniority. By November 1st of each year, the Employer shall notify the employees of their assigned shift for the coming year and post a master shift roster. Additionally, employees may submit a preference seeking a transfer to another shift anytime during the year. When the
Employer seeks to fill a vacancy that was not known at the time of the annual shift assignments, the Employer will review and consider the interim preferences received.

**Section 11.5 Overtime Payment**

Employees shall receive overtime pay at the rate of one and one-half (1.5) times their hourly rate for all hours worked in excess of forty (40) hours in a seven (7) day work period. No Employee shall be compelled to work more than sixteen (16) consecutive hours, except in case of an emergency. For the purpose of calculating overtime, “Hours worked” shall include all hours paid, but shall exclude sick time utilized.

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

**Section 11.6 Compensatory Time**

Compensatory time may be earned in lieu of overtime payment, if so requested by the employee and with the agreement of the Employer, and such agreement shall not arbitrarily be withheld. The employee must request the compensatory time option at the time that the overtime is offered. Compensatory time will be calculated at the same rate as overtime pay.

Employees may accrue up to forty (40) hours of compensatory time during each calendar year, which can be replenished upon use. Forty (40) hours of compensatory time accrual may be carried over from year to year. Upon separation, any unused compensatory time shall be paid at the employee’s final regular rate of pay. Requests for the use of compensatory time off must be made at least seventy-two (72) hours in advance, unless the member’s immediate supervisor at his/her discretion grants approval for less notice than the required notice. Compensatory time off requests that adversely impact operations of the Sheriff’s office or provide insufficient notice may be denied to the extent permitted by law. Once a request to use compensatory time has been granted, it may not be revoked, absent exigent circumstances.

**Section 11.7 Minimum Overtime/Call Back**

A “call back” is defined as an official assignment of work which does not continuously precede or follow the employee’s regularly scheduled working hours. Employees on a call back shall be compensated for two (2) hours at the appropriate rate or be compensated for the actual time worked at the appropriate rate, beginning at the time of arrival at the designated location and ending at the completion of the assignment or reason for call back, whichever is greater. The provision of the two (2) hour minimum shall not apply if the employee is called back to correct their own error, in which case the employee shall be compensated only for the time actually worked.
Section 11.8 Attendance at Court, Depositions, Jury Duty, Court Appearances, and Hearings

Jury Duty — Employees who are called to serve on a jury during their scheduled work shift shall be granted a leave of absence with pay for the time they are required to serve on the jury. An employee who is assigned to work a night shift or afternoon shift shall not be required to work such shift on days that the employee is performing jury service (i.e., the employee’s shift shall be switched to coincide with the jury service, but only on such days that jury service is to be performed). Employees shall sign their jury checks over to the Employer, unless the employee serves on a jury on his/her day off. If the employee serves on a jury on his/her day off, said employee shall not be compensated by the Employer.

The employee shall present the court document which gives instructions to report for jury duty to the Sheriff or the Sheriff’s designee. If an employee is released from jury duty prior to the middle of his scheduled work shift, the employee shall return to work for the remainder of the work shift.

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

Depositions — Employees who are required to give a deposition in connection with their official duties on behalf of the County or Sheriff shall, as soon as possible, provide notice to the Communications Coordinator. Employees who are required to give a deposition in connection with their official duties on behalf of the County or Sheriff shall be reimbursed for those hours they are required to give the deposition, provided that the employee signs over the deposition fee check to the Employer.

The employee shall submit documentation, as soon as possible, evidencing that he gave the deposition to the Sheriff or his designee. If an employee is released from giving a deposition prior to the end of his scheduled work shift, the employee shall be required to contact the Communications Coordinator, in order to determine if such employee shall be required to return to work for the remainder of the work shift. All employee benefits will continue in effect during the performance of deposition duties. Employees who appear for a deposition who are plaintiffs in any action against the Sheriff and/or the County shall not be paid for time away from work, unless that time is accrued vacation, personal or compensatory time.

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

Employees who are required to appear in court on their off-duty hours in connection with their official duties on behalf of the County/Sheriff, except as provided hereinabove, shall receive a minimum of three (3) hours or the actual time of such required court appearance, whichever is greater, at the appropriate rate of pay. Such court time shall be counted as time worked for
purposes of calculating overtime. If a court time immediately precedes or follows an employee’s scheduled shift, then the employee shall be compensated for only the actual time spent prior to or after their scheduled shift, and there shall be no pyramidining of pay for such court appearance, as prohibited in Section 11.12 of this Agreement.

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

**Hearing** – If an employee is required by the Sheriff or his designee(s) to attend an administrative hearing or a grievance arbitration hearing while off-duty, in connection with their official duties on behalf of the Sheriff, to testify as a witness, the employee will be paid at the appropriate rate while attending such hearing. However, if the employee is subpoenaed by the Union on their off-duty time to attend any hearing, the employee will not be compensated by the Employer.

**Section 11.9 Overtime Distribution**

A. Overtime assignment known less than 24 hours in advance

If an opportunity for overtime arises on any shift, when the Employer did not have knowledge of such need for overtime at least 24 hours in advance, the opportunity shall be offered to the most senior employee in descending order of seniority (most senior to least senior) on the preceding shift. Should no employee accept the overtime assignment, the least senior qualified employee from the preceding shift shall be ordered to work such assignment. For this section, “qualified” is defined as the least senior employee from the preceding shift who has worked less than three overtime shifts in the most recent pay period. Employees utilizing benefit time, injury leave, or other approved leave time shall not be eligible for mandatory overtime assignment pursuant to this Section.

B. Overtime assignment known at least 24 hours in advance

“Pre-scheduled overtime” is overtime known at least twenty four (24) hours in advance. As soon as practical and in no case greater than sixty (60) days prior to the need for overtime, the employer will post a pre-scheduled overtime sign-up sheet with the daily timesheet. On a first-come basis, employees desiring to work the listed available pre-scheduled overtime may sign up for the overtime work. The Employer will notify the employee as soon as practical of the assigned overtime that the employee is to work. Any pre-scheduled overtime for which no employee signs up will be filled pursuant to the procedures of Section 11.9A above.

**Section 11.10 Shift Exchange**

The Employer realizes that there are occasions when it may be beneficial for employees to be allowed to exchange shifts with another, provided that such exchanges are completed within thirty (30) calendar days of the trade. Shift exchange may be taken in a full shift, half shift or partial shift. Requests to exchange scheduled hours of work shall be made to the Sheriff or his designee(s) prior to such exchange. Shift exchanges will be paid at an employees’ regular rate of pay and will not be unreasonably denied.
Section 11.11 Emergencies

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

Section 11.12 No Pyramiding

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

Section 11.13 Designated Dispatcher Training Officer Compensation

Commencing December 1, 2016, the Employer shall designate four (4) bargaining unit members to perform the duties of Dispatcher Training Officer ("DTO"). Any bargaining unit member who is designated by the Employer to be a DTO shall be compensated for such assignment by payment of a monthly stipend of $75.00, prorated for each month or portion thereof served as a DTO. Such stipend shall be paid in the second paycheck occurring in December, following the fiscal year in which it was earned. Only DTO’s shall be utilized to train newly hired dispatchers in their initial training period.

Bargaining unit members who are not designated as a Dispatcher Training Officer shall continue to be required, as part of their regular duties, to cooperate with and to assist other bargaining unit members who may have questions or who may require assistance, in order to perform dispatcher functions.

ARTICLE XII
LEAVE OF ABSENCE

Section 12.1 Bereavement/Funeral Leave

When a death occurs in an employee’s immediate family, a bargaining unit employee covered by this Agreement, upon request, shall normally be excused for up to three (3) working shifts, for the purpose of preparing for and attending the services. To qualify for funeral leave, an employee must notify the Bureau Chief or his designee(s) of the need for funeral leave as soon as possible. An eligible employee shall be paid funeral leave at his normal straight time daily rate of pay for any day or days on which he is excused, but would have otherwise been scheduled to work.

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

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

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19
Section 12.2 Military Leave

Employees who enter the armed services of the United States, or who are members of the National Guard or any of the Reserve Components of the Armed Forces of the United States shall be entitled to all the rights and privileges conferred by any applicable federal or state law, Act, Executive Order, or regulations governing such military service. In addition, insofar as the above rights and privileges are not diminished, employees shall be entitled to any additional benefit conferred by the policy of the Employer.

Section 12.3 Occupational Disability/Workers Compensation

The Employer will follow State and Federal laws which provide for protection of employees experiencing occupational disabilities through accidents or illness in the course of employment. The employees covered by this Agreement shall receive occupational disability benefits in accordance with the Workers’ Compensation Policy from the County’s Personnel Policy Manual at Chapter 6.3.

Section 12.4 Family Medical Leave

The Employer will comply with all Federal and State laws and with the Family Medical Leave Policy of the Sheriff’s Office (PER 1-1, Section BE), when granting Family Medical Leave, and may take any actions not inconsistent with such laws, said policy or the terms of this Agreement. Any dispute over an alleged violation of this Section 12.4 may be pursued through the appropriate steps in the grievance procedure, but shall not be subject to arbitration.

Section 12.5 Personal Leave of Absence

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

Section 12.6 Non-Occupational Disability

Employees covered by this Agreement may receive non-occupational disability benefits, as referenced in the IMRF Policy in the County’s Personnel Policy Manual at Section 6.2. These benefits are provided by IMRF, and not by the Employer.

ARTICLE XIII
PERSONAL DAYS

All full-time employees are eligible for personal days. Newly hired employees must successfully complete the required probationary period before they are eligible for personal days. Employees shall be awarded five (5) personal days each calendar year. Each personal day shall be eight (8) hours. Personal days may be taken anytime during the calendar year. Employees must give a minimum of twenty-four (24) hours notice for approval of time to the Communications Coordinator.
During the first calendar year of employment, upon successful completion of the probationary period, the following schedule shall apply:

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

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

ARTICLE XIV
HOLIDAYS

For the term of this Agreement, there shall be eleven (11) holidays that shall be designated by the Sheriff or his designee on or about September 1st of the prior year. In lieu of time off for such holidays, non-probationary employees shall receive, on the first pay day of June, forty (40) hours of holiday pay, and on the first pay day in December, forty-eight (48) hours of holiday pay, at the employee’s straight time pay rate during this pay period.

In order to be eligible to receive holiday pay, employees must have completed one (1) year of service. In addition, in order to be eligible for holiday pay, the employee must work the last regularly scheduled work day immediately preceding the holiday and the first regularly scheduled work day immediately following the holiday, unless absent on approved vacation time, personal time or compensatory time. Employees shall be required to work on any of the designated holidays that fall during their regularly scheduled hours of work, and will be compensated at straight time for such hours worked. Use of sick time on a scheduled work day immediately before, on or after the designated holiday shall render an employee ineligible for holiday pay for that holiday.

ARTICLE XV
VACATIONS

Section 15.1 Vacation Leave

All full-time employees covered by this Agreement shall be entitled to vacation with pay, which shall be accrued on a monthly basis, in accordance with the schedule below. Each vacation day shall be eight (8) hours.

<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
<th>Vacation Days Annually</th>
<th>Accrued Hours Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 years through the completion of the fourth (4th) year</td>
<td>10 Days</td>
<td>6.67 Hours</td>
</tr>
</tbody>
</table>
Beginning of the fifth (5th) year through the completion of the ninth (9th) year
15 Days 10.00 Hours

Beginning of the tenth (10th) year through the completion of the nineteenth (19th) year
20 Days 13.33 Hours

Beginning of the twentieth (20th) year or more
25 Days 16.67 Hours

Section 15.2 Vacation Requests

(a) On or before November 1st of each year, the Sheriff or his designee shall post a schedule for available vacation days for the upcoming (calendar) year. Not more than one (1) employee per shift shall be permitted to schedule vacation on any day. The employees shall select their vacation preferences in order of seniority, with the most senior employee having the first choice, the next most senior employee having the second choice, and so on. Employees may make two (2) selections on the first round of vacation selection, up to the equivalent of their annual vacation accrual. A selection shall consist of a single set of one or more consecutive work days on which vacation is selected. After all bargaining unit members have made their two (2) selections, the process shall be repeated with any number of selections allowed, in order to permit any remaining vacation days to be selected. Employees may leave vacation time unscheduled during the annual vacation selection process. All annual vacation requests shall be submitted by December 1st of each year. The Communications Coordinator shall be responsible for maintaining the vacation schedule, once approved, and ensuring that all requests for vacation time use have been submitted by the requesting member in writing, prior to that member taking the vacation time.

Once the vacation schedule has been posted, any remaining “unscheduled” vacation days may be requested to be taken on a daily first-requested basis, subject to approval by the Employer. In the event that two or more employees request the same vacation day and the requests are made on the same day, the employee with the most seniority shall have preference.

(b) Once granted, vacation time shall not be cancelled except in the event of exigent circumstances. Vacation time that has been requested by the employee but subsequently cancelled by the Sheriff due to exigent circumstances may be rescheduled in accordance with the provisions of paragraph (a) hereinabove.

(c) It is expected that earned vacation time will be taken during the calendar year in which it is earned. Up to eighty (80) hours of earned vacation time not taken during a calendar year may be carried over to the next year. Any amount in excess of eighty (80) hours shall be forfeited, unless the employee has requested, prior to the end of the calendar year, and received from the Sheriff or his/her designee, permission to carry over such additional vacation time. Any vacation in excess of eighty (80) hours which has been authorized to be carried over into the next
calendar year shall be used within the first quarter of that calendar year, or, if not used, shall be forfeited.

(d) For an employee who has completed one year or more of service, upon retirement, resignation, layoff or termination, an employee shall be paid for any accrued, unused vacation time.

(e) Accrual of vacation time ceases during any medical or personal leave of absence of over thirty (30) calendar days.

(f) All vacation time will be paid at the employee’s regular hourly rate.

(g) Once an employee has completed five (5) years of continuous service, he may elect to receive monetary payment for up to forty (40) hours of their earned vacation accrual at full value, in eight (8) hour increments. Upon completion of ten (10) years of continuous service, the employee may elect to receive monetary payment for up to eighty (80) hours of their earned vacation accrual at full value, in eight (8) hour increments.

ARTICLE XVI
SICK LEAVE

Section 16.1 Definition

Employees covered by this Agreement who have completed their probationary period shall be entitled to paid sick leave. To the extent permitted by law, paid sick leave can only be used for an approved absence that falls under the following guidelines:

- Illness or injury of employee, employee’s dependent or employee’s immediate family member
- Emergency medical or dental care
- Exposure to contagious disease that may possibly endanger others by attendance on duty
- Preventative care.

Section 16.2 Sick Leave Accrual

Sick leave credits accrue for employees covered by this Agreement during the initial probationary period of employment, but may not be utilized until one (1) year after the date of hire with the Sheriff’s Office.

All employees covered by this Agreement will be entitled to sixty-four (64) hours of sick time annually, to be accrued at a rate of 5.33 hours per month, and shall be allowed to bank up to a maximum of nine hundred sixty (960) hours of sick leave accumulation.

Sick leave does not accrue during any unpaid leave of absence.
Section 16.3 Notification and Use of Sick Time

The employee must notify the Communications Coordinator or his designee at least thirty minutes (30) prior to the start of the employee’s shift on every day that such employee is requesting sick leave for illness, injury or disability conditions, unless an exigent circumstance such as injury or hospitalization prevents giving such notice or unless the employee has notified the Communications Coordinator that the illness/injury requires multiple days of absence, and specifies the number of days of absence. Failure to properly or timely report an illness may result in the absence being considered an absence without leave and without pay, and may also subject the employee to discipline. If the Sheriff or his designee(s) does not consider circumstances adequate for the use of paid sick leave, additional documentation may be required, regardless of the number of shifts absent. If this additional documentation is not supplied, then the request for sick leave shall be denied, the time shall be charged to leave without pay, and discipline may be imposed.

Any employee determined by the Sheriff or his designee(s) to be abusing the provisions of the sick leave policy shall be subject to appropriate disciplinary action. Accumulated paid sick leave shall be used in increments of no less than eight (8) hours at a time, except that sick leave may be used in partial shifts with the approval of the Sheriff or his designee.

Section 16.4 Sick Leave Payouts

The Employer will continue to provide sick leave payouts for all accrued, unused and banked sick leave, consistent with the County’s Personnel Policy Manual, Chapter 5.4, as was in effect on June 23, 2015, as shown on Appendix C, attached hereto.

ARTICLE XVII
HEALTH AND WELFARE

Section 17.1 Insurance

All bargaining unit members who elect health insurance shall be eligible to enroll in the HMO plan. Bargaining unit members shall receive the same health insurance benefits as most other DuPage County employees who are enrolled in the HMO plan, and bargaining unit members shall be responsible for a portion of the costs of such HMO coverage, at the same employee/dependent premium costs as those other DuPage County employees for the same coverage, but such bargaining unit members’ contributions shall not exceed twenty (20%) percent of the premium costs. Employees shall also have the option of enrolling in any other health insurance plan offered by DuPage County, with the same level of benefits and the same co-premium costs as other DuPage County employees.

Bargaining unit members shall continue to receive the same dental and/or vision insurance as most other DuPage County employees for both single and/or dependent coverage. The Employer reserves the right to self-insure or to purchase health/hospitalization, dental and/or vision coverage from a third party health insurance company/cooperative.
Section 17.2 Life Insurance

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

ARTICLE XVIII
MISCELLANEOUS

Section 18.1 Tuition Reimbursement

Employees covered by this Agreement shall receive tuition reimbursement benefits in accordance with the Tuition Reimbursement Policy from the County’s Personnel Policy Manual at Chapter 6.4, as amended from time to time.

Section 18.2 Adoption Assistance

Employees covered by this Agreement shall receive adoption assistance per the Adoption Assistance Policy from the County’s Personnel Policy Manual at Chapter 6.7, as amended from time to time.

Section 18.3 Work Environment

Any complaint regarding workplace health or safety issues shall be reported by bargaining unit members to the Communications Coordinator.

Section 18.4 Printing of Agreement

The Union shall have the contract and any Side Letters or Memoranda of Understanding printed, and shall provide the Employer with five (5) copies, and shall provide each bargaining unit member with a copy.

Section 18.5 Professional Development

The Sheriff will periodically allow for a Dispatch Center representative to attend roll calls, when information impacting Dispatch Center performance is discussed. Additionally, each Dispatch Center employee will be offered ten (10) hours of on-duty training annually.
Section 18.6 Employee Retention Program

A. ELIGIBILITY

1. All bargaining unit members who participated in the Illinois Municipal Retirement Fund and began their employment with DuPage County on or before November 30, 2002.

2. Eligibility begins at age fifty-five (55) and ten (10) years of continuous service or twenty (20) years of continuous service, independent of age.

B. GUIDELINES

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

<table>
<thead>
<tr>
<th>Continuous Years of Service</th>
<th>Total Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 years</td>
<td>50 days</td>
</tr>
<tr>
<td>15 years</td>
<td>90 days</td>
</tr>
<tr>
<td>20 years</td>
<td>120 days</td>
</tr>
</tbody>
</table>

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

C. PROCEDURES

1. Payment for applicable days will be made upon notice of separation.

2. If gap in service is one (1) year or less, any retention paid previously will be deducted from future retention payouts.

3. Pay will be calculated by using the following formula: a day will be calculated as one-tenth (1/10th) of the normally scheduled bi-weekly work hours

4. Employees who sign a formal notice of separation may receive payment for retention benefits up to six (6) months prior to their separation date.

D. EXCEPTIONS

1. Employees who are involuntarily terminated are not eligible for this program.

2. Employees who have voluntarily resigned due to a conviction are not eligible for this program.
Section 18.7 Optional Benefits

The Employer will provide to employees covered by this Agreement all Optional Benefits that may be provided to all other County employees, as amended from time to time by the Employer.

Section 18.8 Uniforms

The Employer shall provide to each bargaining unit member at the beginning of each calendar year two (2) short sleeve shirts and two (2) long sleeve shirts. In addition, the Employer shall provide each bargaining unit member with one (1) fleece sweater. Shirts and fleece sweater mentioned above shall be replaced by the Employer on an as-needed basis. Each employee shall be responsible for purchasing all other articles of clothing and shoes. Blue jeans/denim pants are acceptable attire, provided that they are not ripped, frayed or have holes in them, and must be clean and neat.

Section 18.9 Authorized Closings

On days when the Sheriff declares an emergency and allows employees to leave work early with pay, or to stay at home with pay, or on days when the Sheriff grants employees an additional holiday, bargaining unit employees who are not given such time off shall be compensated at one and one-half (1.5) their regular rate of pay for the equal number of hours off work that were granted to other employees, not to exceed the hours actually worked during their shift.

ARTICLE XIX EMPLOYEE DRUG, ALCOHOL AND OTHER TESTING

Section 19.1 Employee Drug and Alcohol Testing Policy

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

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

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

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

Section 19.2 Prohibitions Against Use or Consumption of Narcotics, Alcohol, or Other Substances Pursuant to this Agreement

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

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

C. Employees are generally prohibited from consuming alcohol during their work hours. For rare and special occasions, an employee may request prior approval from their supervisor.

D. All employees are prohibited from unlawfully manufacturing, distributing, dispensing, or using controlled substances in or outside of the workplace. The following is a partial list of controlled substances. Controlled substances for purposes of this policy include: Narcotics (heroin, morphine, etc.), Cannabis (marijuana, hashish), Stimulants (cocaine, amphetamine, etc.), and Hallucinogens (PCP, LSD, “designer drugs,” etc.).

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

Section 19.3 Over-the-Counter/Prescription Drugs

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

Section 19.4 Type of Testing

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

Section 19.5 Order to Take Test

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

Section 19.6 Tests to Be Conducted

The Employer shall use a clinical laboratory or hospital facility that has been certified or accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA). The Employer shall establish a chain of custody procedure to insure the integrity of samples and test results, and shall not permit the employee or any other bargaining unit member to be part of such chain. Sufficient samples shall be collected so as to permit an initial test, a confirmatory test, and a subsequent test to be arranged at a facility of the employee’s choosing. The Employer agrees to pay for the subsequent test at the laboratory chosen by the employee if the subsequent test result is negative. The Employer agrees that testing shall be by gas chromatography/mass spectrometry (GCMS) or an equivalent scientifically accurate test. Notwithstanding the foregoing, in cases where the Employer has probable cause to suspect alcohol consumption, the Employer may require the employee to submit to a Breathalyzer test or Intoximeter, in lieu of blood or urine testing, provided that any such Breathalyzer test or Intoximeter reading is administered by a person who is not a supervisor of the employee who is required to submit to such test. However, the Employer reserves the right to require such blood or urine testing, as additional tests, following a Breathalyzer test or use of an Intoximeter.

Section 19.7 Results

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

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Section 19.8 Right to Contest

The Union and/or the employee shall have the right to contest and/or grieve any aspect of any testing under this Article, including the right to test, the order, the administration of the test, the significance or accuracy of the test, or the consequences of the test results, if such consequences result in discipline. Nothing herein shall waive or limit any rights employees may have concerning such tests that may arise outside the Agreement, which the employee may pursue with or without the Union.

Section 19.9 Voluntary Request for Assistance

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

Section 19.10 Pre-Employment Testing

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

Section 19.11 Employee Assistance Program

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

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

Section 20.1 Wages

Effective during the pay period which includes December 1, 2018, December 1, 2019 and December 1, 2020, bargaining unit members shall be paid in accordance with the Wage Schedule listed in Section 20.2 below, based upon their number of years of completed service in a position that is included in the bargaining unit. Wage increases shall be paid to all current bargaining unit employees for all hours compensated, retroactive to December 1, 2018.

Section 20.2 – Wage Schedule

### RADIO DISPATCHER

<table>
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<th>Step</th>
<th>Effective 12/1/2018 (2% Wage Adjustment)</th>
<th>Effective 12/1/2019 (2% Wage Adjustment)</th>
<th>Effective 12/1/2020 (2% Wage Adjustment)</th>
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### RADIO COMMUNICATIONS SUPERVISOR

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<th>Effective 12/1/2019 (2% Wage Adjustment)</th>
<th>Effective 12/1/2020 (2% Wage Adjustment)</th>
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<td>$70,171.97</td>
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</tbody>
</table>
Section 20.3 – Pay Progression

Employees shall advance one step on the Wage Schedule on their unit seniority anniversary date, until reaching the last step on the Wage Schedule for their position. Employees who are promoted to the position of Radio Communications Supervisor shall be placed in the step on the Wage Schedule that provides for a wage increase that is nearest to the step that such employee occupied as a Radio Dispatcher, and upon such employee’s next unit seniority anniversary date, shall advance a step.

ARTICLE XXI
SUBCONTRACTING

The Employers shall have the right to contract out and/or subcontract bargaining unit work. In the event that the Employers, in the exercise of their sole discretion, decide to contract out, subcontract work or privatize work which is being performed by members of the bargaining unit, which decision results in the layoff of any full-time member of the bargaining unit, the Employers shall provide the employees to be laid off with forty-five (45) calendar days notice or pay in lieu of such notice. In the event that a full-time bargaining unit member is to be laid off, the Employers will attempt to place the laid off employee with the replacement contractor or subcontractor, but the Employers cannot guarantee that such laid-off employee will be hired by such contractor or subcontractor. A laid off employee shall be eligible to apply for open positions for which they are qualified within either the Sheriff’s office or with DuPage County. If an employee is transferred to another position in the Sheriff’s office prior to the scheduled date of layoff, such employee’s benefit time banks shall be transferred to such employee’s new position with the Sheriff’s office. Laid off employees who are not hired by the contractor or subcontractor shall be entitled to the following benefits, in lieu of impact and effects bargaining:

1. Pay for the employees’ earned but unused vacation and compensatory time, subject to normal withholdings.

2. Pay for accrued, unused and banked sick leave, in accordance with Section 16.4 and Appendix “C” (see attached) of this Agreement, subject to normal withholdings.

3. Severance pay, as set forth in Section 9.5 of this Agreement, provided that employees who receive retention benefits shall not be eligible to receive severance pay.

4. The right to maintain health insurance coverage at the then-applicable Employer/employee monthly premium contribution rates, in accordance with the following schedule:

   a. Employees who have from two (2) months to and including thirty-six (36) months of completed service as a bargaining unit member: Two (2) months, in addition to the month in which the layoff occurred.
b. Employees who have more than thirty-six (36) months of completed service as a bargaining unit member: Six (6) months, in addition to the month in which the layoff occurred.

c. Employees who have more than one hundred twenty (120) months of completed service as a bargaining unit member: Eight (8) months, in addition to the month in which the layoff occurred.

5. Continued access to the Employee Assistance Program for one hundred eighty (180) calendar days following the effective date of the lay-off.

6. A letter to a prospective employer setting forth, at a minimum, the employee’s initial date of hire, last date of employment, last rate of pay and that such employee had been laid off.

7. Upon request made within one hundred eighty (180) days of the effective date of the lay-off, one copy of any training certificates and awards that such employee received that are in possession of the Employers.

ARTICLE XXII
COMPLETE AGREEMENT

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

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as otherwise specifically provided herein, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement.

ARTICLE XXIII
SAVINGS CLAUSE

If any Article, Section or portion of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, invalid, unenforceable or not in accordance with applicable statutes, by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decisions or legislation shall apply only to the specific Article, Section or portion thereof and the remaining parts or portions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties shall thereafter meet to negotiate over the provisions that are so declared. The terms of Article X, No Strike or Lockout, shall remain in full force during the period of any such negotiations.
ARTICLE XXIV
DURATION

Unless otherwise specified herein, this Agreement shall be effective on December 1, 2018 and shall remain in full force and effect through November 30, 2021. It shall remain in effect from year to year thereafter, unless notice of modification is given in writing by certified mail, or hand delivered, by either party no later than one hundred-twenty (120) days preceding the expiration or anniversary date. The notice shall be considered as given as of the date shown on the postmark, or the date of hand delivery, in which case a written, dated receipt shall be made.

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

EMPLOYER:
DUPAGE COUNTY SHERIFF

By: ________________________________
Jim Mendrick, Sheriff, County of DuPage

Date: 6/3/19

COUNTY OF DUPAGE, ILLINOIS

By: ________________________________
Dan Cronin, Chairman, DuPage County Board

Date: ________________________________

UNION:
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

By: ________________________________
Signature on File

Date: ________________________________
Signature on File
APPENDIX A

DUES DEDUCTION AUTHORIZATION FORM
DUES AUTHORIZATION FORM

ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

I, ____________________________ (insert your name), 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 ____________________________ (insert your name), hereby authorize my Employer,
_____________________________ (insert unit name), 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.

Revised 06/28/2018
Post JANUS
APPENDIX B

GRIEVANCE FORM
9.D.a Packet Pg. 237

Attachment: FOP Final Contract_Redacted (FI-R-0233-19 : Collective Bargaining Agreement Ratification with FOP Council)
APPENDIX C

COUNTY'S PERSONNEL POLICY MANUAL,
CHAPTER 5.4 RE: SICK LEAVE PAYOUTS
POLICY

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

ELIGIBILITY

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

GUIDELINES

A. Employees will accrue eight (8) sick days annually. Sick time credits will accrue on a monthly basis as follows:

1. Employees working 75.00 hours Bi-Weekly - 5.00 hours
2. Employees working 80.00 hours Bi-Weekly - 5.33 hours
3. Any other Bi-Weekly hours should be pro-rated, not to exceed sixty-four (64) hours of sick time annually.

B. Eligible part-time employees will receive sick time at a proportional rate, based on the number of hours they are regularly scheduled to work.

C. Sick time will be calculated at 1/10 of the normally scheduled bi-weekly work hours.

D. Sick time hours accrued and banked, may be used during the course of employment for the employee's own health condition or to care for an immediate family member who requires the employee's care or other reasons as stated within the Policy handbook.
E. Effective December 1, 2011, all sick time hours accrued, unused, and banked will be frozen for purposes of eligibility for monetary compensation. This accrued sick time will continue to be eligible for pay based on years of service at time of separation, as outlined in procedures 11 and 12.

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

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

1. For the employee's own health condition or to care for an immediate family member who requires the employee's care or other reasons as stated within the Policy handbook.

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

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

PROCEDURES

1. Sick time will not accrue during any personal leave of absence or during any medical leave of absence greater than thirty (30) days.

2. Sick time accrued prior to December 1, 2011 will accrue and be carried over from year to year up to a maximum of 250 days, any sick time greater than 250 days will be forfeited.

3. An employee must notify their Supervisor or other designee directly when illness or injury prevents the employee from coming to work. Notice to the Supervisor or other designee should be given within a time frame established by the Department and should continue at the beginning of each work shift for which the employee is unable to report to work.

4. If a Department Head does not consider the evidence submitted as adequate for the use of sick time, additional documentation may be required, regardless of the number of days absent. If this additional documentation is not supplied, the request for sick time shall be denied and the time shall be coded as without pay. The time without pay may include a preceding or following designated holiday or vacation day.
5. A doctor’s note will be required of an employee who is out for three (3) or more days, at the discretion of the Department Head. The doctor’s note must include a release to work and indicate if any medical restrictions are required.

6. Any employee determined by the Department Head or Supervisor to be abusing the provisions of the sick time policy shall be subject to disciplinary action, not to exclude termination.

7. Eligible employees may receive payment for accrued, unused sick time as indicated below, based on employment date.

8. Employees who sign a formal notice of separation may receive such payment for accrued, unused sick time up to six (6) months prior to their separation.

9. Employees may not request payment for any sick time that has not yet been earned.

10. A special sick leave provision may be approved by the Department Head and the Director of Human Resources during the flu season to extend the sick benefit and grant an employee sick time if they have insufficient sick leave hours.

11. For employees hired prior to November 1, 2005:

   a. Once an employee accrues thirty (30) days of sick time, they have the option to receive monetary compensation for up to five (5) days of sick time, one time per calendar year, at the payout percentage based on their length of service as indicated in the Payout Table below.

   b. Upon separation or layoff, the employee has the option to either:

      1. Receive monetary compensation for accrued, unused, sick time, based on the Sick Time Payout Table below; or

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


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

12. For employees hired after November 1, 2005:

   a. For an employee who has completed eight (8) years of service, upon separation or layoff, the employee will have the option to either:
1. Receive monetary compensation for accrued, unused sick time at 50% of the value or;

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

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

13. Donated Sick Time

a. Eligibility. To qualify, the employee requesting donated sick time must:

i. Have a non-work related serious illness or injury, as verified in writing by a health care provider, which meets the definition of a serious health condition under the Family and Medical Leave Act (FMLA) and an estimated date of return to full duty from the health care provider; or

ii. Have a spouse, domestic partner, or dependent who resides in the employee's household with a serious illness or injury, as verified in writing by a health care provider, which meets the definition of a serious health condition under the Family and Medical Leave Act (FMLA);

iii. Have an insufficient amount of accrued and unused sick time to cover the estimated period of absence;

b. Approval. Upon approval of an employee's request for donated sick time, the Human Resources Department shall:

i. Notify County employees of the requesting employee's need for donated sick time while respecting the employee's right of privacy;

and

ii. Approve payment of any such donated sick time to the requesting employee up to the amount of donated leave, or the hours necessary to provide the employee with their regular, straight-time pay for such pay period, whichever is less.

c. Donating Sick Time. An employee may donate accrued and unused sick time to any County employee who has been approved to receive donated sick time as long as the donating employee retains a sick leave balance of at least 37.5 or 40 hours after deduction of the hours offered for donation.

d. Donations of sick time shall be in one hour increments.

e. An employee receiving donated sick time shall be paid at their regular rate regardless of the rate of pay of the employee donating such leave.
f. Sick time shall be deducted from donating employees in the order donated and shall be credited to the receiving employee's account on pay day up to the amount necessary for the employee to be paid their regular two weeks' pay. No sick time shall accumulate in the account of a receiving employee or be converted to cash or compensatory time. Any sick time donated by an employee that is not used shall remain in the account of the donating employee.

g. An employee using donated sick time shall be in active pay status and shall accrue sick time, and be entitled to any other benefits they would normally receive. All sick time or other paid leave provided to or accrued by an employee while using donated sick time shall be used in the following pay period first before donated sick time is used.

h. An employee approved to receive donated sick leave shall be eligible to receive such leave until the employee:

i. Returns to full duty; or

ii. Exhausts all donated leave; or

iii. Has been on donated sick leave for a total of six months. Employees absent from work and receiving donated sick leave may not work, perform services, receive, or earn compensation for or from any other entity, including the employee's own business, from the beginning of such absence until the employee returns to work.

3. Donated Sick Leave

a. An employee requesting the use of donated sick time must submit a Request to Receive Donated Sick Time Form, to the Human Resources Department along with a written certification from a health care provider of the employee's serious health condition, on a Health Certification Form, and an estimated date of the employee's return to full duty, must be attached to the request.

b. Upon approval of a request for donated sick time, Human Resources shall complete a Notice to Donate Sick Time and forward copies to each County Department.

c. An employee wishing to donate sick time to a fellow employee eligible for donation shall complete their portion of the Notice to Donate Sick Time, sign and date it (including the time of signature) and return it to Human Resources.

d. Human Resources shall confirm the employee(s) wishing to donate sick time have sufficient balance to do so and shall allocate sick time pursuant to this Policy.