

# ILLINOIS FOP LABOR COUNCIL

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and

## THE CHAMPAIGN COUNTY BOARD / THE SHERIFF OF CHAMPAIGN COUNTY

**UNIT A: Corrections Division**

**December 1, 2009 – November 30, 2012**

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487  
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## **1.00 PREAMBLE**

**1.01** This Agreement, entered into by the Champaign County Board, the Sheriff of Champaign County (hereinafter referred to jointly as the “Employer”), and the Fraternal Order of Police Illini Lodge No. 17, and the Illinois F.O.P. Labor Council (hereinafter referred to as “Union”), has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and it is the intent and purpose of the parties to set forth herein their entire agreement establishing rates of pay, hour of work, and other conditions of employment.

## **2.00 RECOGNITION**

**2.01** The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of establishing wages, hours, terms and conditions of employment for all employees of the Champaign County Office of the Sheriff, Unit A, Corrections Division, in the classifications included in the unit by the Illinois State Labor Relations Board’s Certification of Representative dated June 30, 1986 in Case No. S-RC-1944, and, as amended, in Case No. S-UC(S)-95-24 dated October 25, 1994. The job classifications included in the Certification are from one division within the Office, namely Corrections. The job classifications within the Corrections Division are Deputy Sheriff-Correctional Officers I and Deputy Sheriff Correctional Officers II, normally scheduled to work forty (40) hours per week.

## **3.00 GENDER**

**3.01** Wherever reference to the male gender is used in this Agreement, it shall be construed to include both male and female.

## **4.00 NONDISCRIMINATION**

**4.01** In accordance with applicable law, neither the Employer nor the Union shall discriminate against any employee on the basis of race, color, religion, national origin, ancestry, sex, age, citizenship status, marital status, sexual orientation, physical or mental disability unrelated to an individual’s ability to perform the essential functions of his/her job with or without reasonable accommodations, or unfavorable discharge from the military. All terms in this Section 4.01 are as defined in the Illinois Human Rights Act.

**4.02** The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit, whether or not they are members of the Union.

**4.03** Violations of Sections 4.01 and 4.02 shall not be subject to the grievance and arbitration provisions of this Agreement. Violations of Section 4.01 and 4.02 must be pursued through the appropriate State or Federal agencies.

## **5.00 MANAGEMENT RIGHTS**

**5.01** The Employer retains traditional rights to manage and direct the affairs of the Office of the Sheriff in all of its various aspects, including all rights and authority exercised by the Employer prior to the execution of this Agreement. The management of the operations of the Office of the Sheriff, the determination of its mission, policies, budget and operations, the manner of exercise of its statutory functions and the directions of its work force, including, but not limited to the right to hire, promote, and demote consistent with the provisions of the Agreement and the Merit Commission statutes, rules and regulations; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the existence of such work shortage, to establish manning requirements; to make and enforce reasonable job rules and job regulations and to enforce penalties for their violation; to evaluate employees; to determine the departments, divisions and sections and work to be performed therein; to determine the standards of professionalism required of the employees and, from time to time, to change those standards; to establish standards for equipment, uniforms, dress and grooming; to determine the shifts per work week and starting times of shifts; to establish and change work schedules and assignments; to assign overtime; to determine whether goods or services shall be made or purchased; to determine job content; to introduce new or improved methods of operation; and to maintain efficiency in the department, is vested exclusively in the Employer, provided the exercise of such rights of management does not conflict with any of the express written provisions of this Agreement.

**5.02** The Sheriff is explicitly given the right to utilize members of this bargaining unit in order to perform work normally performed by other bargaining units within the Champaign County Sheriff's Office, in emergency situations, such as cases of civil unrest, natural or other major disasters, riots or other such emergencies.

## **6.00 SUBCONTRACTING**

**6.01** No bargaining unit work shall be given to any contractor or subcontractor when it would result in the layoff of working bargaining unit employees. This provision shall not limit Employer from contracting or subcontracting as it has in the past.

**6.02** All services provided by the Office of the Sheriff outside usual functions and responsibilities of the Office of the Sheriff will be contracted through the Office of the Sheriff. All personnel provided to staff those contracts will be provided through shift sign-up or the callback process, as stipulated in Article 13.

**6.03** Bargaining unit members shall not subcontract their individual services as peace officers, but will provide their services through contracts to be entered into by the Office of the Sheriff. Employees in unit will staff those contracts through callback. Subcontracting by bargaining unit members shall not be defined to include jobs which do not utilize Sheriff's equipment, uniforms, and/or the necessity to be commissioned by the Sheriff's Merit Commission.

## **7.00 RESIDENCY**

**7.01** All employees are required, as a condition of their continued employment with the Employer, to have their place of abode in Champaign County and to be bona fide residents of Champaign County for the life of their employment with the Employer. New employees must establish residency within Champaign County within fourteen (14) months of their employment.

## **8.00 PROBATIONARY, PART-TIME AND TEMPORARY EMPLOYEES**

**8.01** A new or rehired employee, filling a job classification covered by this Agreement, shall be subject to an initial probationary period of one year of continuous service to determine his ability and fitness for the work. The Sheriff shall have the sole right to determine his suitability during such probationary period. The employee will not have or accumulate seniority during the probationary period. The right to discharge, discipline or rehire an employee during the probationary period shall be vested exclusively with the Sheriff, and shall not be the subject of grievance.

**8.02** An employee transferring to a job classification within the division or transferring to another division with the Office of the Sheriff shall be subject to an evaluation period of one year continuous service to determine his/her ability and fitness for work within that specialized unit. The Sheriff shall have the sole right to determine his/her suitability during this period. The right to transfer the employee back to his/her previous specialized unit during the probationary period shall be vested exclusively with the Sheriff. The sole remedy for failing to satisfactorily complete the evaluation period due to inability to perform job functions shall be the return to the previous job classification. The Sheriff shall retain the ability to discipline or terminate a transferred employee during the probationary period for affirmative misconduct.

**8.03** Upon satisfactory completion of the probationary period, an employee shall be credited with his seniority beginning from the date of his continuous employment within the division, and shall receive all other rights and benefits for which a regular employee is eligible.

## **9.00 NO STRIKE**

**9.01** Neither the Union, its officers, or agents, nor any employees will call, initiate, authorize, participate in, sanction, encourage, or ratify any strike, slowdown, work stoppage or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither shall they refuse to cross any picket line by whomever established.

**9.02** In the event of action prohibited by paragraph 9.01 above, the Union immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations.

**9.03** Upon the failure of the Union to comply with the provisions of paragraph 9.02, above, any agent, member, or official of the Union who is an employee covered by this may be subject to the provisions of paragraph 9.04, below.

**9.04** Any employee who violates the provisions of paragraph 9.01 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee who participates in action prohibited by paragraph 9.01, above, shall not be considered as a violation of this and shall not be subject to the provisions of this grievance procedure, except that the issue of whether an employee, in fact, participated in a prohibited action shall be subject to the grievance and arbitration procedure.

**9.05** The Employer will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

## **10.00 SENIORITY**

**10.01** Seniority shall, for the purpose of this Agreement, unless specified otherwise, be defined as an employee's length of continuous full-time service since his last date of hire within the Corrections Division. However, employees previously employed by the Corrections Division shall receive credit for prior service in the Corrections Division if they have been continuously employed full-time by the County in the interim. Employees shall not be credited with their seniority until their probationary period has been completed. Seniority shall apply where expressly required by a provision of the Agreement.

**10.02** An employee shall lose his seniority and no longer be an employee if:

- (a) He voluntarily terminates his employment, except as stated in Section 10.01;
- (b) He is absent from work without valid reason;
- (c) He is discharged for just cause;
- (d) He has been laid off for a period exceeding eighteen (18) months;
- (e) He does not notify the Employer of his intention to return to work within three calendar days after notification of recall from layoff is mailed, by certified mail, to his last address known to Employer, or he does not return to work within fourteen (14) calendar days of that date;
- (f) He does not report for work after the expiration of an approved leave of absence; or
- (g) He retires.

**10.03** Benefits Seniority shall, for the purposes of this Agreement, unless specified otherwise, be defined as an employee's length of continuous full-time service with the County, regardless of which bargaining unit he or she belonged to, or whether he or she was a bargaining unit employee.



## **11.00 HOURS OF WORK**

**11.01** The work period shall be Sunday through Saturday, and shall consist of forty (40) hours within that period.

**11.02** In the Corrections Division, the normal work day will consist of eight and one-half (8 ½) consecutive hours with an interruption of one-half hour unpaid lunch at or near the midpoint of the shift. An employee of the Corrections Division shall have an uninterrupted lunch period. If the employee is called back to work for emergency purposes during his lunch period, he shall be paid for time worked at the applicable rate, unless the remainder of his lunch period is taken later in the day. If an employee is unable to take his or her lunch, that employee shall be paid for his or her lunch at the applicable rate.

**11.03** All employees will normally be allowed two (2) paid fifteen-minute (15) breaks; one during the first half of the shift and one during the second half of the shift.

**11.04** This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

## **12.00 OVERTIME AND COMPENSATORY TIME**

**12.01** It is understood that because of the nature of the Office of the Sheriff operations, the Employer has a right to direct employees to work hours outside of their regularly scheduled shift.

**12.02** All employees required and authorized work in excess of eight (8) hours per day or over forty (40) hours per week will be compensated 1 ½ times the employee's regular rate of pay for all hours worked over eight (8) hours per day or over forty (40) hours per week. In lieu of overtime compensation, at the discretion of the employee, the employee may earn compensatory time off at the rate of 1 ½ hours for each hour worked for which overtime would otherwise be paid. Compensatory time off may be accrued up to a maximum of forty (40) hours. Any employee who has accrued forty (40) hours of compensatory time off shall, for additional overtime hours of work, be paid overtime compensation. Requests for compensatory time off of more than two (2) days shall be submitted by the employee at least five (5) working days in advance of date of time off. The request will be approved or denied within seventy-two (72) hours of the date and time of request. Requests for compensatory time off for two (2) days or less may be submitted with no advance notice. Requests for compensatory time off shall be made by the employee to his or her shift commander, or designee, if on duty. If the shift commander, or designee, is not on duty at the time of the request, the request shall be made to a shift commander then on duty, or designee. No employee may take compensatory time off without the prior approval of the above-stated shift commander, or designee, if granting that time off would put the employee's shift below the minimum staffing levels. Approval of compensatory time off will not be withdrawn in the event the use of sick leave or personal leave causes the shift to fall below the minimum staffing level.

## 13.00 CALLBACK

**13.01** Callback is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. Officers who are called back shall be paid at the applicable rate they begin work at the Downtown Jail or the Satellite Jail. However, they shall receive a minimum pay of two (2) hours at the applicable rate.

**13.02 Voluntary Shift Callback List.** A voluntary shift callback list shall be maintained by the Corrections Division. Every officer shall have the opportunity to sign up for any duty shift on the Voluntary Shift Callback List.

- (a) Sign-up for the Voluntary Shift Callback List shall be posted effective the second Sunday in January and the second Sunday in July.
- (b) The Voluntary Shift Callback List will be used first for all callback overtime, except when specialized skills are required or there is a bona fide emergency.
- (c) When a callback is necessary, the most senior employee not assigned to work; who is on the list for that duty shift shall be contacted by a shift supervisor. If no shift supervisor is working at either facility, then the callback will be conducted by an upgrade supervisor.
- (d) Each subsequent callback shall begin with the employee on the list next senior to the employee who last received callback. If the supervisor does not personally contact that employee, the sergeant or lieutenant shall contact the next most senior employee. Supervisors will conduct callbacks in advance for known vacancies to help alleviate the amount of callbacks an upgrade supervisor must conduct.
- (e) Officers may be asked to work the full eight-hour shift, the first four hours of the shift, or the last 4 hours of the shift.
- (f) An officer shall be eligible to volunteer for only one callback assignment at a time for a maximum of eight (8) hours per assignment.
- (g) Voluntary shift callback shall not be utilized more than seven (7) days in advance of the shift for which the callback is being utilized. Any subsequent voluntary shift call backs shall be utilized if and/or when a new opening occurs.
- (h) During a shift, if the voluntary shift callback has been utilized and has been exhausted, any subsequent vacancies shall be staffed in accordance with the procedures for Holdover/Order-In contained in Article 14 shall apply.

- (i) Callback will only be done off of the Master Callback Log, which will be maintained at the Satellite Jail in the supervisors office.

**13.03 Callback Log.** A callback log shall be available to employees. The Master Callback Log shall have the record of the date, time, caller and employees who were contacted or called. Documentation shall be available for one month after the callback.

#### **14.00 HOLDOVER**

**14.01** Holdover/Order-In is defined as official assignment of work which continuously precedes or follows an officer's regularly scheduled working hours.

**14.02** Officers who are held over shall be paid at the applicable rate when they began the working day at the Downtown Jail or the Satellite Jail. Any officer held over shall receive a minimum of one (1) hour at his/her overtime rate.

**14.03** When an officer is held over beyond his/her regularly scheduled work day, all such extra work time shall be considered and compensated as overtime. Holdover/Order-In will be limited to a maximum of four (4) hours.

**14.04** Staffing for Corrections Division Holdover/Order-In will be determined by a seniority list to be maintained by the Corrections F.O.P. Unit.

- (a) Officers who are on their initial probationary-training period, on approved leave, or on their regularly scheduled day off shall not be called for Holdover/Order-In pursuant to Article 14.
- (b) Once an officer has been mandated pursuant to this Article, the next senior officer shall be the next officer to be assigned to the next Holdover/Order-In.

**14.05** Officers who volunteer, pursuant to Article 13, for a callback assignment preceding or following their regularly scheduled shift shall not be required to work a Holdover/Order-In pursuant to this Article unless all options have been exhausted. However, the officer has the option to accept the Holdover/Order-In.

#### **15.00 SHIFT ASSIGNMENT**

**15.01** Twice a year the Office of the Sheriff shall provide to the Union at least 75 days in advance of the shift change, a proposed staffing schedule for each of the three shifts including days off and number of positions available on each shift. After receipt of such, the Union shall post a shift sign-up roster following the submitted staffing requirements. Once posted the senior person shall have forty-eight (48) hours to select duty shift and days off. Each successive person shall sign up accordingly. After completion of the shift sign-up roster, and not less than 45 days before shift change, the Union shall furnish to the Sheriff or his designee the completed shift schedules. Immediately following completion and submission of the shift sign-up, the Union shall notify all

employee's that vacation sign-up will commence pursuant to 18.06 of this agreement. All Officers that have completed the initial field training period shall be eligible to sign-up. Shift change shall occur on the second Sunday in January and the second Sunday in July each year.

**15.02** Employees with less than two (2) years service in their job classification shall be allowed to sign up as stated in 15.01. Such employees are subject to re-assignment of shift and days off if the operational needs of the Sheriff's Office make it necessary. Such determination shall be at the sole discretion of the Sheriff or his designee. If the Sheriff finds need to re-assign the shift and or days off of an employee in this category, he agrees to notify that employee at least forty-eight (48) hours in advance.

**15.03** All employees with more than two (2) years service in their job classification shall sign up for duty shift and days off by seniority. Under extraordinary circumstances, the Sheriff has the authority to change any employee's duty shift or days off.

**15.04** In the event that after completion of shift sign up, any one shift is comprised of more than fifty (50) percent of Officers in the category covered in 15.02, the sheriff, at his discretion may elect to re-assign Officers in order to balance the affected shift. Such re-assignment shall not cause the affected shift to exceed fifty (50) percent of Officers with more than two (2) years service in their job classification. The Sheriff agrees that in order for this process to be as fair and equitable as possible, that he shall effect re-assignments on officers with the least amount of seniority first, if at all possible.

## **16.00 LAYOFF AND RECALL**

**16.01** A layoff is defined as a decrease of the existing work force or an abolishment of an existing position. Layoff shall be by job classification. Employees shall be laid off in inverse order of seniority. If temporary or part-time employees are doing bargaining unit work at the time of a layoff, bargaining unit members shall be first offered those temporary or part-time positions in lieu of layoff. The Employer agrees not to hire civilian personnel to perform the duties that are currently being performed by bargaining unit employees or duties that only a peace officer can perform. A peace officer shall be defined to mean any person who, by virtue of his office, is vested by law with a duty to maintain public order and make arrests for offenses.

**16.02** When a vacancy occurs in the bargaining unit, employees shall be recalled by job classification in the inverse order in which they were laid off and in accordance with the provisions on seniority herein. An employee's right to recall shall be for a period of eighteen (18) months. The employees shall retain and accumulate seniority during such layoff.

**16.03** To be eligible for recall, a laid off employee shall notify the Employer of his intention to return to work within three (3) days of the time when the notification of recall is mailed to his last address known to the Employer. Further, the employee shall return to work within fourteen (14) days of that date.

**16.04** The Employer shall provide thirty (30) days prior written notice of a layoff to the Union and to affected employees.

## **17.00 WAGES**

**17.01** For FY2010, employees shall be paid at the rate at which they were paid on November 30, 2009, or for employees hired after November 30, 2009, the rate at which they were hired.

For FY2011, effective December 1, 2010, employees shall receive increases for their years of service as of December 1, 2010 as set forth in Appendix A [Appendix A identical to the current FY2009]. In addition, each employee shall receive their respective "Years of Service" increase set forth in Appendix A on the anniversary date of hire in FY 2011.

This Article and the Health and Life Insurance Article shall be reopened on February 1, 2011 for FY2012. However, employees shall receive increases for FY2011 as set forth in the preceding paragraph. The wage rate in effect on November 30, 2011 shall remain in effect during negotiations if such negotiations continue beyond November 30, 2011, and until the parties reach agreement or until required by decision of an arbitrator selected in accordance with the terms of this Agreement. The remainder of the Agreement shall not be subject to nor affected by this paragraph.

*Effective 12/1/11 – See previous.*

**17.02** "Years of Service" will be the number of years employed as of December 1<sup>st</sup> of the year indicated. All raises shall be effective December 1<sup>st</sup> of the year indicated. Employees shall receive the "Years of Service" increase in Appendix A on the anniversary date of hire. Employees shall receive the Annual Percentage increase in Appendix A on December first of each year.

**17.03** Field Training Instructors' Pay - Correctional Officers I within the Corrections Division shall be designated in writing by the Sheriff as Field Training Instructors (FTI). Such designated officers shall have the responsibility of training and evaluating probationary officers. For such duty, the FTI shall be paid an hourly rate of two dollars (\$2.00) per hour for each hour of such assignment. Additional compensation for FTI assignment shall not be subject to overtime.

**17.04** "Upgrade" Duties - Bargaining Unit Members assigned to do some or all of the duties normally exclusively associated with a rank above the bargaining unit members' currently assigned rank shall receive an additional \$3.00 per hour for each hour or partial hour the bargaining unit employee is assigned to the "Upgrade" duty. Additional compensation for "Upgrade" duty shall not be subject to overtime.

The determination of which bargaining unit members shall be assigned to "Upgrade" duty will be determined by management and the selection of an "Upgrade" shall not be subject to grievance.

Bargaining unit members shall not be eligible for "Upgrade" for time worked at the Downtown Jail between 10:30 p.m. and 6:00 a.m.

The portion of this section relating to who is eligible for the "Upgrade" shall apply to both the supervisor at the Satellite Jail and the Downtown Jail.

## **18.00 VACATIONS**

**18.01** Officers covered by this Agreement shall receive vacation days based on the following schedule:

Officers with less than five (5) years of benefits seniority shall earn ten (10) working days' vacation, annually, with full pay at a proportionate rate per pay period, and shall be limited to a maximum accrual of twenty (20) vacation days.

Officers with more than five (5) years and less than ten (10) years of benefits seniority shall earn fifteen (15) working days' vacation, annually, with full pay at a proportionate rate per pay period, and shall be limited to a maximum accrual of thirty (30) vacation days.

Officers with more than ten (10) years and less than fifteen (15) years of benefits seniority shall earn twenty (20) working day's vacation, annually, with full pay at a proportionate rate per pay period, and shall be limited to a maximum accrual of forty (40) vacation days.

Officers with more than fifteen (15) years and less than twenty (20) years of benefits seniority shall earn twenty-one (21) working days' vacation, annually, with full pay at a proportionate rate per pay period, and shall be limited to a maximum accrual of forty-two (42) vacation days.

Officers with more than twenty (20) years and less than twenty-five (25) years of benefits seniority shall earn twenty-two (22) working days' vacation, annually, with full pay at a proportionate rate per pay period, and shall be limited to a maximum accrual of forty-four (44) vacation days.

Officers with more than twenty-five (25) years of benefits seniority shall earn twenty-five (25) working days' vacation, annually, with full pay at a proportionate rate per pay period, and shall be limited to a maximum accrual of fifty (50) vacation days.

No Employee shall accumulate more than the maximum accrual as stated above. Hours gained above the maximum will not be credited to the Employee's vacation balance, but will be forfeited.

### **18.02 Buy-back**

Employees shall not have the right to sell unused vacation time back to the Employer, except upon resignation or termination, including dismissal or reduction in force. When selling back vacation time, an Employee is entitled to be paid for all unused accrued vacation time, including reserve, at one hundred percent (100%) of their current hourly rate.

### **18.03 Reserve**

Vacation days placed in reserve do not count toward maximum accrual. Vacation days in reserve may be sold back pursuant to Section 18.02 or used under the same terms as vacation days not in reserve. Unless an Employee designates otherwise, a vacation day will only be counted against days in reserve if the Employee has no other accrued vacation time to use.

**18.04** An employee cannot take vacation prior to successful completion of his probationary period.

**18.05** The rate of vacation pay shall be the employee's regular straight-time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

**18.06** Vacations will be scheduled, insofar as possible and practical, at those times requested by each employee. Twice a year, (in conjunction with the Shift Sign-Up) vacation sign-up shall take place for the following six (6) month period, as follows:

- (a) Employees will be given thirty (30) days to sign up for vacations.
- (b) Vacations will be granted in categories to those with unused vacation time supporting their request, as follows:
  - (i) First, employees seeking five (5) or more consecutive work days of vacation will be granted available vacation by seniority.
  - (ii) After employees seeking five (5) or more consecutive work days of vacation have been granted vacation, available vacation will be granted by seniority to those seeking any number of whole work days for which they have unused vacation time.
  - (iii) After employees seeking whole work days have been granted vacation, available vacation will be granted by seniority to those using remaining vacation time.
- (c) Seniority, for purposes of this Section shall be determined on the basis of an employee's length of continuous service in his division.
- (d) Available vacation time for a shift shall be that vacation which can be granted

without taking a shift below minimum staffing levels. However, a minimum of two (2) Corrections Officers shall be allowed off during the vacation sign-up regardless of actual shift staffing.

- (e) Shift sign-up shall be posted thirty (30) days prior to its taking effect. Sign-up by seniority shall take place for thirty (30) days from the posting of vacation sign-up sheets.

**18.07** After the thirty (30) day period, preference shall be given on a first-come-first-served basis. Requests for vacation time off of more than two (2) days outside of the vacation sign-up process shall be submitted by the employee at least five (5) working days in advance of date of time off. The request will be approved or denied within seventy-two (72) hours of the date and time of request. Requests for vacation time off for two (2) days or less may be submitted with no advance notice. Requests for vacation time off shall be made by the employee to his or her shift commander, or designee, if on duty. If the shift commander, or designee, is not on duty at the time of the request, the request shall be made to a shift commander then on duty, or designee. It is necessary to limit the number of employees off at any one time within a job classification; and, therefore the final right to designate the vacation period is exclusively reserved by the Sheriff in order to ensure proper staffing. Approval shall not be unreasonably withheld to those with unused accrued vacation time or vacation time in reserve. In the case of an emergency, vacations may be canceled and rescheduled in advance of their being taken. However, an employee may not cancel vacation within seven (7) days of the scheduled vacation.

**18.08** If an employee is denied vacation requested due to operational needs of the Employer; or if a vacation is cancelled due to an emergency and, as a result, the employee would otherwise be unable to accrue additional vacation due to the maximum accrual stated in Section 18.01 (the cap), the employee shall be allowed to accrue vacation time in excess of the cap, provided that the employee brings the problem to the attention of his supervisor and schedules and uses the excess vacation time within thirty (30) days of reaching the cap. If, due to the Employer's operational needs, the employee is unable to use the excess time within any thirty (30) day period granted under this Section, and he brings this problem to the attention of his supervisor within this period, the employee shall be given an additional thirty (30) day period to accrue and use the excess vacation time. If, due to no fault of the employer, the employee fails to schedule and use the vacation time over the cap in any thirty (30) day period granted under this Section, the excess vacation time is forfeited.

**18.09** Employees do not accrue vacation time during periods of layoff, approved leaves of absence, or during a strike.

**18.10** Upon resignation or termination, including dismissal or reduction in force; an employee is entitled to all the unused vacation time, not to exceed the maximum limits set forth in this provision.

**18.11** Vacation time may not be taken in increments of less than two (2) hours without the written consent of the Sheriff.



## **19.00 PERSONAL DAYS**

**19.01** Every employee shall receive three (3) days of personal leave at their regular hourly rate of pay each year. Employees shall be credited with twenty-four (24) hours personal leave on their anniversary date each year.

**19.02** No personal leave shall be taken prior to an employee completing six (6) months of continuous employment. The minimum charge against personal leave shall be two (2) hours. The Employer shall not require an employee to give a reason as a condition for approving the use of personal leave, provided however, that prior approval for the requested leave must be obtained. Such approval shall not be unreasonably denied. Whenever possible, prior approval must be requested twenty-four (24) hours in advance of the leave. It is desirable for employees to use personal leave prior to their next anniversary of their date of hire. Personal leave shall be granted on a first-come-first-served basis. When employees' selections of personal days are in conflict, the conflict shall be resolved on the basis of seniority.

Requests for personal time off shall be made by the employee to his or her shift commander, or designee, if on duty. If the shift commander, or designee, is not on duty at the time of the request, the request shall be made to a shift commander then on duty, or designee.

One employee on each shift will be allowed to be off on personal leave, even if such leave results in a callback situation. Additional employees may be off on a shift for personal leave if minimum staffing levels are met.

**19.03** Any personal leave hours not used by an employee prior to any subsequent anniversary date shall be forfeited prior to the new twenty-four (24) hours being credited.

## **20.00 SICK LEAVE**

**20.01** Employees covered hereunder shall earn paid sick leave based on the following schedule:

Officers with less than ten (10) years of benefits seniority shall earn ten (10) working days' sick leave, annually, with full pay at a proportionate rate per pay period.

Officers with more than ten (10) years of benefits seniority shall earn twelve (12) working days' sick leave, annually, with full pay at a proportionate rate per pay period.

Maximum accumulation of sick leave is two hundred twenty (220) days. Sick leave may be used for illness, disability, or injury of the employee or member of the employee's household, or serious illness, disability, or injury of an employee's husband, wife, mother, father, children, or grandchildren, regardless of whether they reside in the same household. Sick leave must be used in increments of no less than one hour at a time and in fifteen minute increments for consecutive sick leave after the first hour.

**20.02** Employees utilizing sick leave shall notify their supervisor, or designee, of the necessity for sick leave as soon as practical and not less than two hours prior to the beginning of a tour of duty. If the supervisor, or designee, is not on duty at the time of the request, the request shall be made to a shift commander then on duty, or designee. The employee shall indicate the approximate length of absence required, when possible.

**20.03** The Employer shall have the right to make such investigation of absences due to sick leave as it may deem necessary, and may require an employee to furnish evidence to the Employer of the necessity giving rise to the absence. Should the Employer require an employee to furnish a doctor's evaluation or undergo a medical examination to determine if sick leave is being abused, and should it be determined that the Employee was not abusing sick leave, then the reasonable cost of such evaluation or exam shall be paid by the Employer. If the employee fails to supply evidence to the Employer, the Employer shall have the right to reject the claim for sick leave. Upon the employee's first tour of duty following sick leave, the employee shall complete and file with his supervisor a departmental sick leave report.

**20.04** Sick leave pay shall be at the employee's regular straight-time hourly rate, exclusive of overtime or other premiums. No payment shall be made for unused sick leave at the termination of an employee's employment. Retiring employees may receive pension service credit for unused sick leave in accordance with state law governing the Illinois Municipal Retirement Fund.

**20.05** If an employee is injured in the line of duty, Illinois Compiled Statutes, Chapter 5, Section 345/1 shall control.

**20.06** The parties agree to establish an advisory committee (with equal representation) to study the creation of a detailed light duty policy.

**20.07** Employees that do not use any sick leave during a contract year (December 1 through November 30) shall receive one (1) personal day to be used during the following contract year. An employee must use the incentive based personal days in the contract year immediately following the year in which they were earned. Employees will not be permitted to carry the incentive based personal day for year to year.

**20.08** Investigations of alleged sick leave abuse will be conducted in accordance with the provisions of the Affirmative Attendance Policy, as set forth in Appendix D.

## **21.00 LEAVE OF ABSENCE**

**21.01** A leave of absence without pay, for a fixed period not to exceed one year, may be granted to an employee at the discretion of the Sheriff. Requests for unpaid leave of absence shall be in writing and the written request shall state the reason for, and duration of, the leave. An employee who does not report to work at the end of the leave of absence or arrange for an extension shall be deemed to have resigned. During the period of the leave of absence, if the employee obtains other

employment, without approval of the Sheriff, the leave of absence is automatically terminated and the employee shall be deemed to have resigned.

**21.02** When an employee, due to illness, disability or injury, uses all of his paid sick leave and vacation allowances and is still unable to return to work, he shall be granted medical leave of absence without pay for a maximum period of one (1) year, with the obligation during said period to return to work immediately after being released to do so by the employee's doctor. Failure to so return, or acceptance of other employment, shall result in automatic termination of the medical leave of absence and the employee shall be deemed to have resigned. Employer has the right, at its expense, to have its own doctor examine the employee prior to his return to determine whether the employee is fit to resume his job.

**21.03** During an approved leave of absence, the employee will be allowed to maintain health benefit coverage by paying premiums for both employee and dependent coverage which are the responsibility of the employee at the same rate as it would be made by payroll deduction. The employee's seniority shall not accrue, but also shall not be lost during the approved leave of absence. The employee shall not accrue or be entitled to any other fringe benefits, other than the above, including, but not limited to vacation, personal leave, holidays, sick leave, jury and witness leave, and bereavement leave.

**21.04** Upon return from the approved leave of absence, the Sheriff will place the employee in his previous job, if the job is vacant; if not vacant, the employee will be placed in the first available opening in his classification or in any other classification where skill and ability to perform the work without additional training is equal. If there is no work available for the employee or if the employee could have been laid off according to his seniority, except for his leave, he shall go directly on layoff.

**21.05** Employees covered by this Agreement shall be entitled to the rights set forth in the Family & Medical Leave Act of 1993. Eligible employees may take up to twelve (12) weeks of unpaid FMLA leave during any twelve (12) month period in the following instances: to care for a newborn child during the first twelve (12) months after birth, because of the placement of a child for adoption or foster care within twelve (12) months after placement, to care for the employee's spouse, son, daughter, or parent (or certain persons in a parent capacity) with a serious health condition, or to attend to the employee's own serious health involving in-patient or continuing treatment which causes inability to perform his/her job. During the leave time the employee's health insurance will be paid for by the Employer on the same basis as if the employee continued in active status. The employee's portion of health insurance premiums shall be paid either through payroll deduction or direct payment by the employee to the County at the same time as it would be made by payroll deduction. If medically necessary, a leave relating to a serious condition may be taken intermittently or by reducing the usual number of hours worked per week or per day. However, an employee who requests leave due to birth or adoption may not take leave intermittently. Employees shall be required to use all of his/her vacation and personal leave, and also all accrued sick leave, before beginning a Family & Medical Leave without pay. However, the employee may choose to reserve the equivalent of three (3) days' sick leave. In all instances, Family & Medical Leaves for any reason may not exceed twelve (12) consecutive weeks, including use of accrued benefit time in any one

period, including both paid and unpaid leave. When both spouses work for the County, the total number of workweeks of leave utilized by both spouses will be limited to twelve (12) workweeks if the leave is taken because of the birth of a son or daughter and in order to take care of the son or daughter, the placement of a son or daughter with the employee for adoption or foster care, or to care for a sick parent of one of the employees if the parent has a serious health condition, in accordance with the Family Medical Leave Act (29 USC § 26112(f)) or its successor.

## **22.00 JURY AND WITNESS LEAVE**

**22.01** Employees who are called for jury duty shall be excused from work for the hours on jury service. The employee shall receive his normal rate of pay for each jury hour for which he is scheduled to work. During jury duty, if an employee is scheduled to work, and not actually performing jury service, he shall return to work. Employees who are not regularly scheduled for day shift (8:00am - 4:00pm - Corrections) shall be scheduled for day shift during jury service. Employees regularly scheduled for a shift other than day shift shall return to their regularly scheduled shift as soon as the employee is excused from further jury service. Payment received for jury duty shall be returned to the Employer. Officers who use an assigned county vehicle to appear for jury duty will return the mileage reimbursement.

**22.02** As a part of his job duties, if an employee is required to testify as a witness pursuant to subpoena, he shall be paid at the applicable rate. Additionally, if the employee so required to testify would not otherwise be scheduled to work, he shall receive one hour's travel time at the applicable rate.

## **23.00 BEREAVEMENT LEAVE**

**23.01** Employees covered hereunder shall be granted paid bereavement leave for the scheduled working hours on five (5) consecutive working days following the death of a spouse, child (including step or adopted) or parent (including adoptive), and for the scheduled working hours on three (3) consecutive working days following the death of a step-parent, sibling (including half or step), grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, or grandchild. In counting "consecutive working days", an employee's regularly assigned days off would be excluded. Requests for additional bereavement time in the form of sick leave shall not be unreasonably denied but will be judged on the circumstances presented to the Sheriff at the time of the request.

## **24.00 MILITARY LEAVE**

**24.01** Military leave shall be granted in accordance with State and Federal law.

## **25.00 HOLIDAYS**

**25.01** The following are paid holidays for eligible employees:

New Year's Day

Martin Luther King Birthday

January 1<sup>st</sup>

Third Monday in January

President's Day	Third Monday in February
Spring Holiday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving	Fourth Thursday in November and the Friday after
Christmas Eve Day	December 24 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>

**25.02** In order to be eligible for holiday pay, the employee must work the scheduled working day immediately preceding and immediately following the holiday, unless the employee's absence is excused. Employees who call in sick on a holiday listed in Section 25.01 shall not receive holiday pay pursuant to this Article.

**25.03** All eligible employees shall receive holiday pay. Holiday pay is computed at the employee's regular straight-time hourly rate for the number of hours the employee is normally and regularly scheduled to work immediately prior to the holiday, not to exceed eight (8) hours.

**25.04** Eligible employees who do not work a holiday shall receive holiday pay, unless the holiday falls on the employee's regularly scheduled day off, or unless the holiday falls on a regularly scheduled vacation day. If so, then the employee has the option of receiving time off in lieu of pay.

**25.05** Eligible employees who work a holiday shall receive one and one-half times their regular straight-time hourly rate of pay for hours worked on the holiday plus holiday pay. In lieu of the above, eligible employees who work a holiday may earn time off at the rate of one and one-half hours for each hour worked plus holiday pay.

**25.06** If an employee opts to accumulate holiday hours, in lieu of pay, in no case shall those hours be accumulated and/or used in excess of forty (40) in a contract year. Once forty (40) holiday hours are accumulated and/or used, all further holiday hours shall be paid at the appropriate rate. Any holiday hours which are accumulated and unused at the end of the contract year shall be paid. Requests for holiday time off of more than two (2) days shall be submitted by the employee to his or her shift commander, or designee, at least five (5) working days in advance of date of time off, if the shift commander or designee is on duty. If the shift commander, or designee, is not on duty at the time of the request, the request shall be made to a shift commander then on duty, or designee. The request will be approved or denied within seventy-two (72) hours of the date and time of request. Requests for holiday time off for two (2) days or less may be submitted with no advance notice.

## **26.00 HEALTH AND LIFE INSURANCE**

**26.01** The Employer shall make available to all employees a group health insurance plan. Employees shall be eligible for health insurance coverage if they work at least thirty (30) hours per

week and have completed at least ninety (90) days of full-time, permanent employment immediately prior to becoming eligible for health insurance coverage. Employees may elect health insurance coverage for themselves and their eligible dependents. The Employer's group medical, major medical and hospital insurance benefits shall be made available to employees through carrier(s) selected by the County.

**26.02** The Employer shall make 80/20 plans and 90/10 plans available for FY 2010 as long as the health insurance carriers selected by the Employer make these plans available. The 80/20 plans offered by the County shall provide benefits which are substantially the same as the benefits of the 80/20 plans offered by the Employer in FY 2010. The Employer may offer additional alternative health plans, without further bargaining, and without obligating itself to do so in the future.

**26.03** The Employer maintains the sole discretion to select the carriers available who will cover each of the following: Carle Clinic, Carle Hospital, Christie Clinic, Provena Hospital, or their primary successors in interest.

**26.04** The Employer currently contributes \$521.00 per month toward health insurance premiums for each employee on Health Alliance and \$521.00 per month toward health insurance premiums for each employee on Personal Care. This premium contribution to each provider shall be increased in subsequent years by a percentage based on the percentage increase in that 80/20 plan, up to 17% over the premium paid by the Employer in the previous year. If a new carrier is added, the Employer's contribution to the health insurance premium for any health plan for that carrier shall be capped at a 17% increase over the Employer's contribution toward that plan for the carrier that covered the same hospital/doctor group in the prior year.

**26.05** The employee shall pay the balance of the monthly premium for the health insurance benefits he has selected, including 100% of the monthly medical insurance premium costs for the employee's dependents, except in the case where both spouses are employed by the County and the balance of the monthly premium for health insurance benefits he has selected over the cap stated in Section 26.04.

**26.06** When both spouses are employed by the County, the County shall pay the designated premium for the spouse who signs up for family coverage, and the County shall contribute to the family coverage on behalf of the second spouse, an amount equal to the lowest premium contribution for any plan to be paid by the County in that fiscal year or an amount equal to the balance due for that couple's family/dependent coverage, whichever is less.

**26.07** Once, between August 15<sup>th</sup> and September 15<sup>th</sup> of each year of this Agreement, the Union and the Employer agree to schedule an informational meeting to focus on the recommendations for health insurance plans to be offered to employees for the subsequent fiscal year. This meeting shall include the chapter chairs from all of the Union chapters, the County Administrator, the County Board Chair, and other appropriate elected and appointed officials.

**26.08** The Employer will make available at its group rate health insurance coverage for employees who retire. The premium for retiree coverage will be paid in full by the retired employee.

**26.09** An employee on an extended leave of absence without pay or on FMLA leave who fails to pay his portion of health insurance premiums by the appropriate due date, shall have his health insurance cancelled. Upon such employee's return to work, he shall have thirty (30) days to notify the Employer in writing of his desire to reinstate his health insurance coverage. The effective date of the reinstated health insurance coverage shall be the date upon which the employee returns to work. The employee shall be responsible for his portion of health insurance premiums retroactive to the pay period within which the employee returns to work. If an employee fails to reinstate his health insurance coverage within thirty (30) days of his return to work, he shall be ineligible for health insurance coverage through the Employer until the next open enrollment period.

**26.10** The Employer shall provide employees with life insurance coverage of \$20,000.00. An employee shall be eligible for life insurance coverage if he works at least thirty (30) hours per week and has completed at least ninety (90) days of full-time, permanent employment immediately prior to becoming eligible for health insurance coverage.

**26.11** This Article and the Wage Article shall be reopened for negotiation on February 1, 2011. The employee contribution rate shall remain in effect during negotiations, if any, and until the parties reach agreement or until required by decision of an arbitrator selected in accordance with the terms of this Agreement. The remainder of the Agreement shall not be subject to nor affected by this paragraph.

**27.00 UNIFORMS AND EQUIPMENT**

**27.01** The Employer and Union agree that officers covered by this Agreement shall be allowed to purchase, at the employee's expense, additional items of clothing or equipment, not listed in the following paragraphs, provided that such clothing or equipment is authorized by the Sheriff.

**27.02** Employer shall provide the following apparel to uniformed officers in the Corrections Division:

<u>Amount</u>	<u>Item</u>
3	Short Sleeve Shirts
3	Long Sleeve Shirts
1	Winter Coat or Jacket
As Needed	Uniform Tie
2	Name Tags
1	Department Authorized Badges
1	Garrison Belt - black, basketweave
1	Handcuff case - black, basketweave
1	Key Fob - black, basketweave
1	Smith & Wesson Handcuffs
As Needed	Sheriff's patches
1	Lined Windbreaker

1  
As Needed  
As Needed

Pepper mace carrier  
Pepper mace  
Service Tag - "Serving Since \_\_\_\_"  
to go under name tag

**27.03** Employer shall continue to provide three pairs of uniform pants to uniformed officers in the Corrections Division. However, as these three pairs are replaced, due to wear and tear, the Employer shall replace two of every three pair of pants issued to uniformed officers in the Corrections Division with basic daily uniform pants.

**27.04** Employer shall replace the above-listed apparel as needed.

### **28.00 PARKING**

**28.01** Employees will arrange for the parking of their privately-owned vehicles.

### **29.00 PENSIONS**

**29.01** The Employer shall continue to make its share of the contributions to IMRF for all eligible employees covered hereunder as required by Illinois law.

### **30.00 MAINTENANCE OF STANDARDS**

**30.01** All economic benefits which are not set forth in this Agreement and are currently in effect for these Bargaining Unit members shall continue and remain in effect for the term of this Agreement.

The purpose of this Section is to establish a basis for making changes in conditions of employment. The Employer and Employee Bargaining Unit are able to make requests. It is expressly understood and agreed that said requests shall not be considered negotiations for the purpose of altering any or all of the terms of this Agreement.

**30.02** All economic benefits which are set forth in this Agreement will continue in effect for the Bargaining Unit members and remain in effect for the term of this Agreement.

**30.03** Conditions of employment, not considered economic benefits, for this Section are policies, written and unwritten, and established practices. In the operation of any department it is for all practical purposes, impossible to list all of the conditions of employment. Therefore, the following procedures are established for the County and the Bargaining Unit.

(a) **The County:**

(i) Changes in policies or practices will be made either verbally or in written form.

(ii) The Bargaining Unit will have ten (10) calendar days to comment on



changes in conditions, as defined in this Section.

- (iii) (A) If no objection is made, no further action is needed.
- (B) If an objection is provided by the Bargaining Unit, a Labor-Management Conference will be held, as provided in Article 38.00.
  - (1) If agreement is reached, no further action is needed.
  - (2) If no agreement is reached, either party may initiate the grievance procedure at Step 2.

(b) **The Bargaining Unit:**

(i) Requests for changes in policies or practices will be submitted in writing.

(ii) The County will have ten (10) calendar days to respond to the Bargaining Unit's request on changes in conditions as defined in this Section.

- (iii) (A) If the County agrees, no further action is needed.
- (B) If an agreement does not occur, a Labor-Management Conference will be held, as provided in Article 38.00.
  - (1) If agreement is reached, no further action is needed.
  - (2) If no agreement is reached, the conditions of employment, as defined in this Section, will continue.

### **31.00 GRIEVANCE PROCEDURE**

#### **Definition and Procedure**

**31.01** A grievance is defined as a difference of opinion raised by the employee, the Union or the Employer, involving the meaning, interpretation or application of the express provisions of this Agreement. An employee or Union grievance shall be processed in the following manner:

**Step 1:** Any employee who has a grievance shall submit it in writing within ten (10) business days of the event or when the employee or the Union becomes aware of the occurrence of the event giving rise to the grievance to the Superintendent or successor or designee in his absence. The Superintendent or successor or designee in his absence shall give his written answer within three (3) business days after such presentation. A business day is defined as Monday through Friday except those days designated as holidays in this contract.

If the grievance is against the Superintendent or successor, then it shall be submitted to the Chief Deputy.

**Step 2:** If the grievance is not settled in Step 1 and grievant wishes to advance the grievance to Step 2 of the grievance procedure, it shall be referred in writing to the Sheriff within ten (10) business days after the Superintendent's or his successor's or his designee in his absence answer in Step 1 and shall be signed by both the employee and the Union representative. The Sheriff, or his

designated representative, shall discuss the grievance within five (5) business days with the employee and the Union representative at a time mutually agreeable to the parties. If no settlement is reached, the Sheriff, or his designated representative, shall give a written answer to the employee within five (5) business days following their meeting. If the grievance is not settled in Step 2 and the grievant desires to continue, it may be referred to arbitration pursuant to Section 31.03 of the Agreement.

### **Employer Grievance**

**31.02** If the Employer has a grievance, its representative shall take the matter up first with the Union representative and they shall attempt to adjust the matter. If they fail to agree upon a settlement within five (5) days, the Employer and the Union shall reduce their respective positions to writing and then the Employer may request that the grievance be referred to arbitration in accordance with the Agreement.

### **Arbitration**

**31.03** If the grievance is not settled in accordance with the foregoing procedure, the employee may refer the grievance to arbitration within fifteen (15) business days after receipt of the Step 2 decision or the Chairman's answer pursuant to Section 36.03. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of referral to arbitration, and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately file a joint request with the Federal Mediation and Conciliation Service for a panel of arbitrators. A flip of the coin shall determine which party shall be afforded the opportunity to strike the first name. This process will be repeated and the last remaining person on the list shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union, requesting that he set a time and place, subject to the availability of the Employer and Union representative.

### **Authority of Arbitrator**

**31.04** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with, or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Employer under law and applicable court decisions. The arbitrator shall submit in writing his decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator, made in accordance with the jurisdiction and authority granted to the arbitrator pursuant to this Agreement, shall be final and binding.

### **Expenses of Arbitration**

**31.05** The fee and expenses of the arbitrator and the cost of a single copy of a written transcript of the arbitration, if there is one, for the arbitrator, shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript, if any.

### **Time Limit for Filing**

**31.06.1** No grievance shall be entertained or processed unless it is submitted within the time frame provided in Step 1 above.

**31.06.2** The time limit in each step may be extended by mutual written agreement of the Employer and employee or Union representative. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The term "business days", as used in this Article, shall mean Monday through Friday, excluding holidays.

## **32.00 MERIT COMMISSION**

**32.01** The parties recognize that the Champaign County Merit Commission has certain statutory authority over employees covered by this Agreement pursuant to the Sheriff's Merit Commission Act, as amended, and County resolutions adopting that statutory system. Nothing in this Agreement is intended in any way to change the statutory authority and jurisdiction of the Merit Commission. The parties agree that those provisions of 33.06 and 33.07 concerning the right to process grievances concerning disciplinary matters is intended to create an alternative procedure which may be elected for resolving disciplinary matters which would otherwise fall under Merit Commission jurisdiction.

## **33.00 DISCIPLINE AND DISCHARGE**

**33.01** Post-PROBATIONARY employees shall be disciplined and/or discharged for just cause consistent with this Agreement and the Merit Commission statutes, rules and regulations. The Sheriff agrees that disciplinary action shall be investigated and issued as follows:

- (a) Employees shall be notified, in a timely fashion, of disciplinary investigations. This notice shall be in writing and on the approved Sheriff's Office form commonly referred to as the "Champaign County Sheriff's Office Employee Warning Record" or any such form that is approved to replace the current form.
- (b) Disciplinary resolutions shall be served upon the officer within fifteen (15) business days of the notice of disciplinary investigation subject to the following provisions:
  - (i) In the event that a disciplinary investigation shall take longer than

fifteen (15) business days to complete, the Sheriff must notify the affected employee, in writing, that the investigation is still pending. This notice shall occur no more than fifteen (15) business days from the initial notice of disciplinary investigation and each and every fifteen (15) business days thereafter until the disciplinary resolution is issued.

- (ii) If disciplinary investigations are not initiated and/or disciplinary action is not issued within the time limits set forth in Sections 33.01(a) and/or 33.01(b), then the County and the Sheriff shall be barred from disciplining the employee for the alleged misconduct.
- (iii) If the alleged conduct is the subject of a criminal investigation, the provisions of this paragraph 33.01 are inapplicable during the investigation and subsequent prosecution, if any. If such investigation concludes and no criminal charges are filed as a result thereof, and the Employer elects to take disciplinary action, then this paragraph 33.01 shall apply as if the period during which the investigation was conducted tolled the time parameters set forth herein.

**33.02** The Sheriff agrees with the tenets of progressive and corrective discipline. Once the measure of discipline is determined and imposed, the Sheriff shall not increase it for the particular incident of misconduct unless new facts or circumstances become known.

**33.03** Disciplinary action may include, but not necessarily be limited to, one or more of the following; however, the types of disciplinary action imposed shall be based on the seriousness of the offense:

- (a) Oral warning or reprimand;
- (b) Written reprimand;
- (c) Suspension with pay;
- (d) Suspension without pay up to 3 days;
- (e) Suspension without pay for more than 3 days;
- (f) Suspension pending ultimate discharge.

**33.04** The Sheriff must initiate disciplinary action under Sections 33.03(e) and (f) pursuant to Merit Commission statutes, rules and regulations, and the Sheriff shall bear the burden of proof in such cases.

**33.05** The Sheriff shall comply with the provisions of the Illinois Uniform Peace Officers' Disciplinary Act in conducting any formal investigation as defined in the Act.

**33.06** All discipline may be grieved. Grievances involving discipline or discharge shall be initiated at Step 2 of the grievance procedure, within ten (10) business days of the employee's or Union's knowledge of the disciplinary action. In the case of disciplinary action under Sections 33.03(d), (e) and (f), above, the employee and the Union shall make an election between continuing through with the grievance procedure or continuing under the Merit Commission rules and

regulations. The election of forum must be made in writing not later than the final date for referring any such grievance to binding arbitration under Section 31.03. The election is irrevocable. The right to have a hearing before the Merit Commission and the right to pursue disputes regarding disciplinary actions under the grievance procedure are mutually exclusive, and under no circumstances shall an employee or the Union have the right to a hearing in both forums. It is agreed that only the Union, and not the individual employee, shall have the right to refer such grievances to arbitration; however, this shall not limit the right of the individual employee to pursue the matter before the Merit Commission with or without Union approval.

**33.07** If the employee and/or Union fail to make their election of forum pursuant to Section 33.06, the matter cannot be further pursued through the Merit Commission.

**33.08** Except in cases involving disciplinary action under Section 33.03(f), no employee shall suffer a loss or reduction in pay during any disciplinary proceeding. In instances where the Sheriff, under Section 33.07(f), has filed a complaint with the Merit Commission seeking to discharge the employee, the employee shall remain in full pay status for a period of thirty calendar (30) days after the filing of the complaint, unless such employee has been charged by indictment or complaint to have violated any provision of the Illinois Criminal Code or any statute of the United States or of any of the states, in which case the employee shall not remain in paid status upon filing of the complaint with the Merit Commission. After that thirty-day (30) period, the employee shall be placed in no pay status pending a final award or decision in the disciplinary procedure elected. If the discharge is not granted, the award or decision shall include a ruling on the employee's entitlement to back pay and other relief as may be appropriate. The parties recognize that it may not be possible to have the matter heard and decided within that thirty-day period due to matters beyond their control, but the parties agree not to act in a dilatory manner or engage in conduct that unreasonably delays the hearing and ruling within that thirty-day (30) period. The Merit Commission or the arbitrator shall make its/his decision or award as expeditiously as possible, granting such relief or remedy as may be appropriate.

#### **34.00 PERSONNEL FILES**

**34.01** The personnel file maintained by the Sheriff shall be designated the "personnel file" under the Agreement. The personnel file of an employee shall be open and available for inspection by that employee. The employee shall retain the right to give permission, provided such permission is in writing, to a representative acting in his behalf to review his personnel file. Inspection shall occur during regular business hours at a time and in a manner acceptable to the employee and the Employer. An employee may inspect his personnel file three times per year during working hours. Additional inspection shall be during the employee's non-working hours. An employee may copy his personnel file if he bears the cost of duplication. Pre-employment information (e.g. reference checks and responses) or information provided to the Employer, with the specific request that it remain confidential, shall not be subject to inspection or copying. All information or documents which have been made a part of the employee's permanent personnel file which may be used in any judicial or quasi-judicial proceeding shall be available for an employee's inspection.

**34.02** The employee shall be notified in writing prior to any disciplinary action being

recorded in the personnel file. Citizen or resident complaints shall not be placed in the personnel file unless disciplinary action is taken. Upon request of the employee, oral warnings shall be removed after six (6) months; oral reprimands shall be removed after one (1) year and written reprimands after three (3) years unless there has been other similar disciplinary action within that time period. The disciplinary record shall be destroyed in the presence of the employee and Employer (or representative).

**34.03** The Sheriff shall not forward any personnel records to the Merit Commission unless there is a specific recommendation for action to be taken by the Merit Commission.

### **35.00 INDEMNIFICATION**

**35.01** Employer shall provide indemnification of employees for actions against them arising out of the performance of their duties as it has done in the past.

### **36.00 SAFETY ISSUES**

**36.01** The Employer shall have the right to make reasonable rules to ensure the safety and health of employees. All employees shall comply with all safety rules and regulations established by the Employer.

**36.02** Where a clear and present danger exists, the Union or employees may initiate a grievance at the final step of the grievance procedure preceding arbitration as set forth in Section 31.01 or pursuant to Section 36.03. In the event that the Union or employee initiates a grievance regarding Safety Issues pursuant to Section 31.01, and the Union or the employee wish to proceed with the grievance following a response from the Sheriff or the Sheriff's designee, the Union or employee may proceed to Section 36.03.

**36.03** Any grievance filed pursuant to this Section shall be referred by the employee, in writing, to the Chairman of the County Board, within ten (10) business days. A meeting among the employee, the Union representative, the Chairman, or his designated representative, and the Sheriff, or his designated representative, shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Chairman or his designated representative, the Sheriff or his representative, and the Union representative. If not settled, the Chairman's written answer shall be given to the employee within five (5) business days following the meeting. If the grievance is not settled and the grievant desires to continue, it may be referred to arbitration pursuant to Section 31.03 of the Agreement.

### **37.00 BULLETIN BOARDS**

**37.01** The Employer shall provide the Union with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Union. No political nor derogatory material of any sort may be placed on the bulletin board.

## **38.00 LABOR-MANAGEMENT CONFERENCES**

**38.01** The Union and the Employer agree that in the interest of efficient management and harmonious employee relations, meetings be held if mutually agreed between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a “labor-management conference” and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, 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 Union of changes in conditions of employment contemplated by the Employer which may affect employees.

**38.02** It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at “labor-management conferences” nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings. Disputes arising as a result of such conferences shall not be the subject of grievance. The refusal to meet more than three (3) times each year shall not be the subject of grievance.

**38.03** Attendance at labor-management conferences shall be voluntary on the employee’s part, and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

## **39.00 F.O.P. REPRESENTATIVES**

**39.01** If necessary, grievances may be investigated during an employee’s working time, but without pay. Time spent presenting or investigating grievances during working hours shall be reasonable and by agreement between the Union and Employer, and which agreement shall not be unreasonably withheld. Employees shall be paid for scheduled working hours lost when required or entitled as a Union representatives, witness, or grievant, to attend the following: grievance meetings with the Employer, arbitration hearings, Merit Commission hearings, and meetings called or agreed to by the Employer.

**39.02** Employees serving on the Union negotiating team who are scheduled to work during hours in which collective bargaining is scheduled shall, for the sole purpose of attending scheduled bargaining, be excused from their regular duties without loss of pay. Such employees will not be paid for time while attending bargaining sessions during which they would otherwise not be scheduled to work. In the event the Union negotiating team has more than two (2) employees regularly attending scheduled bargaining, the paragraph can be reopened for the purpose of negotiating time off and pay to affected employees.

## **40.00 FAIR SHARE**

**40.01** Employees who are not members of the Union shall be required to pay, in lieu of dues, their proportionate fair share as defined by 5 ILCS 315/3. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees and shall be remitted biweekly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least thirty (30) days prior to its effective date. The amount constitutes each non-member employee's share and shall not exceed dues uniformly required of members.

**40.02** The Union hereby certifies that it shall provide such non-member employees the following:

- (a) in advance, an adequate explanation of the basis of the fair share;
- (b) a reasonably prompt opportunity to challenge the amount of the fair share before an impartial decision-maker; and
- (c) an escrow for the amounts reasonably in dispute while such challenges are pending.

**40.03** Should an employee object to their contribution being paid to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount, equal to their fair share, shall be paid by the employee to a non-religious, charitable organization mutually agreed upon by the employee affected and the Union. For this purpose, the Union shall certify to the Employer the names of all employees covered who are relieved of the obligation to pay a fair share fee by virtue of this Section. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will, on a monthly basis, furnish a written receipt to the Union that such payment has been made.

**40.04** The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit, liability, damages and costs of defense, including reasonable attorney's fees arising from any action taken by the Employer in complying with this provision.

## **41.00 DUES DEDUCTION**

**41.01** Upon receipt of an appropriate written authorization from an employee, the Employer agrees to deduct Union dues and initiation fees, if any, from such employee's pay. The Union will notify the Employer in writing of the amount of the uniform dues and fees to be deducted. The Union shall advise the Employer of any increase in dues or fees in writing at least thirty (30) days prior to its effective date. Deductions shall be made each pay period and shall be remitted biweekly to the Union at the address designated in writing to the Employer by the Union. Employer shall be obligated to make such deductions until notified in writing that the employee is revoking or amending the authorization.

**41.02** The Union shall indemnify, defend and hold the Employer harmless against any



claim, demand, suit, liability, damages, and costs of defense, including reasonable attorney's fees arising from any action taken by the Employer in complying with this provision.

#### **42.00 INTEREST ARBITRATION**

**42.01** The parties agree that upon mutual consent, they may alter the procedures contained in 5 ILCS 315/14, in the following respects:

- (1) agree upon a single impartial arbitrator to resolve their disputes in place of a panel of three (3) arbitrators;
- (2) choose the time and place of the hearing;
- (3) at anytime before the rendering of an arbitral award, resume collective bargaining for any length of time and suspend the arbitration proceedings during the continued resumption of collective bargaining.

**42.02** If either party does not agree, or if the above procedure is not successful, then both parties agree that they will use 5 ILCS 315/14 to resolve impasse.

#### **43.00 ENTIRE AGREEMENT**

**43.01** Subject to the provisions of Sections 4 and 7 of the Public Labor Relations Act, this concludes collective bargaining between the parties over those matters which were the subject of bargaining during the negotiations leading to this Agreement. 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 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.

**43.02** This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed as provided in the Management Rights provision. Therefore, 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 in this Agreement, including the impact or effects of the Employer's exercise of its rights as set forth herein on wages, hours and other conditions of employment.

This Agreement may only be amended during its term by the parties' mutual agreement in writing.

#### **44.00 SAVINGS CLAUSE**

**44.01** If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, the parties shall attempt to renegotiate the invalidated provision. All remaining provisions of this Agreement shall remain in full force and effect.

#### **45.00 DRUG POLICY**

**45.01** The desire of both parties is to protect the safety of the public and other employees, yet safeguard the rights of individual employees. Therefore, the parties agree that drug and alcohol testing shall be conducted, as follows:

1. Where the Employer has just cause to believe an individual employee is under the influence of alcohol or controlled substances, the Employer may order individual employees to submit to blood or urine tests to determine the presence of alcohol and/or drugs. The Employer shall set forth in writing to the employee at the time the order to submit to testing is given, the basis for such just cause, including all objective facts and reasonable subjective observations and conclusions drawn from those facts.
2. The Employer agrees that its testing procedure for the presence of drugs or alcohol shall conform to the following:
  - (1) Use only a licensed clinical laboratory to test body fluids or materials for alcohol or drugs;
  - (2) Establish a chain of custody procedures for both sample collecting and testing that will insure the integrity of and identity of each sample test result;
  - (3) Collect a sufficient sample of the same body fluid or material to permit for an initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing if requested by the employee;
  - (4) Collect all samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Proper testing may be conducted to prevent the submission of a false or adulterated sample;
  - (5) Provide the employee tested with an opportunity to have the additional portion of the same sample confirmed if the tests in the initial screening have proved positive, at the Employer's expense;
  - (6) Provide the employee tested with an opportunity to have an additional portion of the same sample tested by a licensed testing facility of his own choosing, at the employee's expense;
  - (7) Provide each employee tested with a report of the results of each drug or alcohol test that includes the types of tests conducted, the results of

each test, the detection level used by the laboratory and any other information provided to the Employer by the laboratory;

- (8) Ensure that all positive samples are maintained for a period of not less than 120 days to permit additional testing at the election of the employee.

3. The parties agree that there shall be no random, periodic or mass testing of employees for alcohol or drugs. It is understood that employees' legal rights that may exist outside this Agreement concerning drug and/or alcohol testing are not limited or in any manner abridged herein and they may pursue the same as provided by law, this Agreement notwithstanding.

4. Employees shall have the right to grieve the basis for the order to test, accuracy of the tests, or consequences of the test.

**46.00 DUTY TRADE**

**46.01** The Sheriff, or his designee, is authorized to approve requests by officers to exchange duty shifts or days off (without a change in pay), provided that the officers involved are equally capable of performing each other's respective jobs, and are willing and able to make the exchange. Duty Trade shall only be made available or approved for employees who are unable to otherwise schedule the same time off through benefit hours otherwise defined.

**47.00 TERM OF AGREEMENT**

**47.01** This Agreement shall be effective December 1, 2009, and shall continue in full force and effect until November 30, 2012, and thereafter from year to year, unless not more than ninety (90) days, but not less than sixty (60) days prior to November 30, 2012, either party gives written notice to the other of the intention to amend or terminate this Agreement.

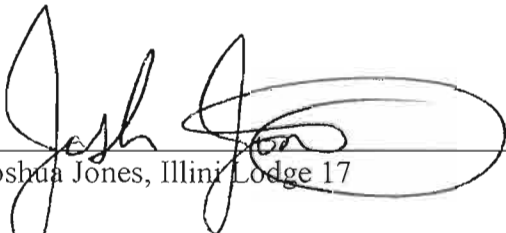
IN WITNESS WHEREOF, the parties hereto have set their hands as of the 13th day of March, 2011.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
Daniel Walsh, Sheriff

  
\_\_\_\_\_  
C. Pius Weibel, Chair  
Champaign County Board

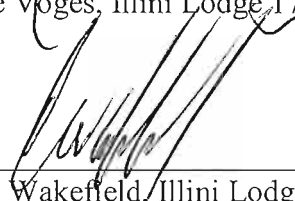
FOR THE UNION:


  
\_\_\_\_\_  
Joshua Jones, Illini Lodge 17

  
\_\_\_\_\_  
Matt McCallister, Illini Lodge 17

  
Jeffrey Saumate, Illini Lodge 17

  
Karee Voges, Illini Lodge, 17

  
Craig Wakefield, Illini Lodge 17

  
Richard V. Stewart, Jr., Attorney,  
Illinois Fraternal Order of Police  
Labor Council

**APPENDIX A – WAGES**

	<b>FY2009</b>	<b>FY2010</b>	<b>FY2011</b>	<b>FY2012</b>
	<b>12/1/2008</b>	<b>12/1/09</b>	<b>12/1/10</b>	<b>12/1/2011</b>
<b>Start</b>	\$18.30		\$18.30	
<b>1</b>	\$19.36		\$19.36	
<b>2</b>	\$19.79		\$19.79	
<b>3</b>	\$20.21		\$20.21	
<b>4</b>	\$20.63		\$20.63	
<b>5</b>	\$21.38		\$21.38	
<b>6</b>	\$21.75		\$21.75	
<b>7</b>	\$22.12	Employees shall be paid at the rate at which they were paid on November 30, 2009, or for employees hired after November 30, 2009, the rate at which they were hired.	\$22.12	
<b>8</b>	\$22.49		\$22.49	
<b>9</b>	\$22.86		\$22.86	
<b>10</b>	\$23.39		\$23.39	
<b>11</b>	\$23.82		\$23.82	
<b>12</b>	\$24.24		\$24.24	
<b>13</b>	\$24.67		\$24.67	
<b>14</b>	\$25.09		\$25.09	
<b>15</b>	\$25.62		\$25.62	
<b>16</b>	\$26.05		\$26.05	
<b>17</b>	\$26.52		\$26.52	
<b>18</b>	\$27.00		\$27.00	
<b>19</b>	\$27.35		\$27.35	
<b>20</b>	\$27.81		\$27.81	
<b>23</b>	\$28.15		\$28.15	
<b>25</b>	\$28.49		\$28.49	

**Subject to  
Wage  
Reopener**

**APPENDIX B – DUES AUTHORIZATION FORM**

**Illinois Fraternal Order of Police Labor Council  
974 Clock Tower Drive  
Springfield, Illinois 62704**

I, \_\_\_\_\_, hereby authorize my employer, the County of Champaign, 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 named hereinabove 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: \_\_\_\_\_

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.*



**APPENDIX C – GRIEVANCE FORM**  
(use additional sheets where necessary)

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

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

**STEP ONE**

Date of Incident or Date Knew of Facts Giving Rise to Grievance: \_\_\_\_\_

Article(s) and Sections(s) of Contract violated: \_\_\_\_\_

Briefly state the facts: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Sought: \_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP ONE RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**STEP TWO**

Reasons for Advancing Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP TWO RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

Lodge No. / Year / Grievance No.

**STEP THREE**

Reasons for Advancing Grievance: \_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP THREE RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**STEP FOUR**

Reasons for Advancing Grievance: \_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP FOUR RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

\_\_\_\_\_  
Person to Whom Referral Given \_\_\_\_\_ Date

\_\_\_\_\_  
FOP Labor Council Representative





## APPENDIX D – AFFIRMATIVE ATTENDANCE

### Section 1 – Statement of Policy

It is the policy of the Champaign County Corrections Division (CCCD) that all employees report for duty as scheduled and on time. This policy shall be applied in accordance with the Collective Bargaining Agreement and the principles of progressive discipline.

### Section 2 – Definitions

- A.** Benefit Time – Sick days, vacations days, personal business days, compensatory time (time due) and holiday time due earned.
- B.** Unauthorized Absence – An absence by an employee for which time has not been approved and the employee is docked.
- C.** Sick Leave – An absence by an employee who calls the CCCD Medical Line for the use of Sick Leave without prior approval.
- D.** Employee Start Time – The starting time will be fifteen (15) minutes before the assigned hour on all shifts.
- E.** Absent Late Call – Any employee calling the CCCD Medical Line for the use of Sick Leave , where the call is received less than two (2) hours prior to the employee’s starting time up to one (1) hour after the employee’s starting time.
- F.** Absent No Call – An employee calling the CCCD Medical Line for the use of Sick Leave, where the call is received more than one (1) hour after the employee’s starting time or failure to call the Department at all.

### Section 3 – Procedures

#### **A. Use of Sick Leave**

1. The following Medical Call-in Schedule shall be adhered to when calling the CCCD Medical Line (To Be Determined) for the use of Sick Leave :

#### MEDICAL CALL-IN SCHEDULE

<b>Shift</b>	<b>Call-In Requirements</b>	<b>Absent Late Call</b>	<b>Absent No Call</b>
0800hrs. – 1600hrs.	Prior to 0546 hours	0546hrs. – 0845hrs.	After 0845 hours
1600hrs. – 2400hrs.	Prior to 1346 hours	1346hrs. – 1645rs.	After 1645 hours
0000hrs. – 0800hrs.	Prior to 2146 hours	2146hrs. – 0045hrs.	After 0045 hours

2. Request for the pre-approved Sick Leave must be submitted no later than twenty-four (24) hours in advance of the date to be used for scheduled physician visits, medical treatment, physical therapy or other clinical situations.
3. In circumstances where the employee calls-in and Sick Leave is exhausted, the employee will be docked.

**B. Monthly Review**

1. The Superintendent or designee shall conduct reviews of all employees' attendance record each month.
2. The monthly review will be documented on the Affirmative Attendance Monthly Review form. The Superintendent or designee will maintain these reports on file for two (2) calendar years after completion.
3. The monthly review will be completed by the 16<sup>th</sup> day of the month following the month being reviewed.
4. The monthly review must document:
  - a. Number of Sick Days used that month
  - b. Number of days in docked
  - c. Number of days in suspension status
  - d. Sick Leave occurrences on or after a payday
  - e. Sick Leave occurrences on Saturday, Sunday, or Holiday
  - f. Sick Leave occurrences in conjunction with scheduled days off
  - g. Sick Leave occurrences after advance requests are denied
  - h. Sick Leave used when earned
  - i. Suspected abuse of Sick Leave
  - j. Number of times tardy

**C. Monitoring Procedures**

1. Suspected abuse of Sick Leave will be based on an identifiable pattern as determined by the reviewer to include the following:

- a. Use of Sick Leave in conjunction with scheduled days off more than three (3) occurrences in a six (6) month period;
  - b. Use of Sick Leave on or in conjunction with Holidays
  - c. Use of Sick Leave immediately before, after, or on paydays more than three (3) occurrences in a six (6) month period;
  - d. Use of Sick Leave once it is earned more than three (3) occurrences in a six (6) month period; or,
  - e. Other patterns which cause the Superintendent or designee to suspect abuse of Sick Leave
2. The Superintendent or designee will meet with the employee to discuss attendance concerns and corrective measures. The counseling must be documented on a “CCCD Affirmative Attendance Counseling” form.

**D. Proof Status**

1. Employees previously counseled for suspected abuse of Sick Leave who continues to show a pattern of abuse of Sick Leave will be placed on Proof Status.
2. Employees placed on Proof Status will be given written notice of the placement on Proof Status for a ninety (90) day period.
3. The Superintendent or designee will review the Proof Status with the employee every ninety (90) days and the employee shall be served either:
  - a. Written notice of their continuation on Proof Status for an additional ninety (90) day period based on the employee’s continued abuse of Sick Leave or
  - b. Written notice that Proof Status is terminated based on the employee’s improved attendance record
4. An employee on Proof Status must provide proper medical documentation for the use Sick Leave taken within three (3) days after returning to work. Failure to provide proper medical documentation by the employee on Proof Status will result in the employee being docked.
5. If the medical documentation while on Proof Status is not provided within three (3) days after returning to work, the shift supervisor will initiate disciplinary action.
6. Proper medical documentation for Proof Status must contain the following MINIMUM

elements:

- a. Printed name, address, phone number, and signature of the medical practitioner.
  - b. Date(s) of the examination/visit, date(s) employee was unable to work and the date the employee can return to work and restrictions.
  - c. Indication that the employee was unable to work due to personal or family illness.
7. It is the responsibility of the employee on Proof Status to provide documentation.
    - a. Documents that do not contain the minimum elements will not be accepted and the employee will be notified.
    - b. If acceptable documentation is not provided within three (3) days after returning to work, the absence(s) will be considered UNAUTHORIZED and the employee will be docked for the day(s) in question.
  8. At any time, if grounds exist to suspect abuse of Sick Leave, the Superintendent or designee may require an employee to produce proper medical documentation
  9. Employees on Proof Status who utilize Sick Leave for bereavement must provide the appropriate documentation. The documentation must include the date and location of the wake, funeral, memorial service, or interment that the employee attended.
  10. The progressive discipline will be followed for the abuse or misuse of Sick Leave.
  11. Employees requesting special consideration for not being placed on Proof Status must submit a memorandum to the Superintendent or his successor, explaining why they should not be placed on Proof Status (i.e. applying for disability, etc.). Only the Superintendent, Chief Deputy or Sheriff can approve deferral of Proof Status for a qualified reason.

#### **E. Unauthorized Absences**

1. Employees will receive disciplinary action against them for Unauthorized Absences.
2. Absences related to ABSENT LATE CALL and ABSENT NO CALL will be considered Unauthorized will be docked for that day(s) taken and discipline will be pursued.

#### **F. Tardiness**

1. An employee is considered tardy if they fail to report for duty at the scheduled starting time at the proper building.

2. An employee who arrives between the start of their scheduled shift and fifteen (15) minutes thereafter will be identified as tardy but will not be docked for the tardiness.
3. An employee who arrives later than fifteen (15) minutes after the scheduled start time will be identified as tardy and docked in fifteen (15) minute increments for each quarter of an hour or portion thereof.
4. An employee who is tardy will work the remainder of his/her scheduled shift only if the employee reports for duty NO LATER THAN one (1) hour after the start of the shift.
5. Employees who arrive with less than seven (7) hours remaining on their scheduled shift after no call to their supervisor of a verifiable emergency will be sent home, carried as Unauthorized Absence and docked for the day.

In cases where extenuating circumstances occur, the Superintendent or designee may override these requirements.