



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE COUNTY OF WILL

THE WILL COUNTY SHERIFF

AND

METROPOLITAN ALLIANCE OF POLICE

WILL COUNTY SHERIFF'S POLICE

MANAGEMENT ASSOCIATION CHAPTER #123

DECEMBER 1, 2016 TO NOVEMBER 30, 2021

**ARBITRATOR
STEVEN BIERIG
ARBITRATED AWARD
SEPTEMBER 6, 2018**

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PREAMBLE

This agreement is entered into by and between the County of Will and the Sheriff of Will County, as co-employers (hereinafter collectively referred to as the "Employer"; and individually as "County" and "Sheriff" respectively) and the Metropolitan Alliance of Police, Will County Sheriff's Police Management Association Chapter #123 (hereinafter referred to as the "Association"), as the representative of the bargaining unit (hereinafter referred to as "the employees" or "covered employees").

ARTICLE I **RECOGNITION**

Section 1.1 Representation

The Employer recognizes the Association as the sole and exclusive bargaining representative for all full-time sworn peace officers of the Will County Sheriff's Police holding the merit commission rank of sergeant and lieutenant, excluding all other Sheriff's Police employees, and the positions of Undersheriff, Deputy Chief, Chief Deputy, Chief, Director, deputies below the rank of, in matters concerning wages, benefits, and other conditions of employment as set forth in this Agreement. This voluntary recognition of the Association as the historical representative of the Unit has been confirmed by the Illinois State Labor Relations Board which has certified the Association as the sole and exclusive bargaining unit in its case number SVR 9217, and in unit clarification petition number S-UC-03-021.

Section 1.2 Application

The Association recognizes its responsibility as the exclusive bargaining agent for all employees in the bargaining unit and agrees to fairly represent each and every employee regardless of whether or not they are members of the union.

Section 1.3 Gender

In this contract, the pronouns "he, him, and his" shall refer to both male and female employees equally.

ARTICLE II

ASSOCIATION SECURITY

Section 2.1 Association Membership/Cost Payroll Deduction

2.1.1 The Employer agrees to withhold from the compensation of any Association Member, the initiation fees, monthly membership dues and assessments of such Members which are payable to the Association, pursuant to written authorization of the Members, and submitted to the Employer by the tenth (10th) of the month in which dues first are to be withheld.

2.1.2 The monthly dues shall be withheld on a bi-weekly basis.

2.1.3 The Association Treasurer shall certify to the employer the fees, dues and assessments required for membership in the Association.

2.1.4 The employer shall pay the aggregate amounts withheld, together with an itemized statement thereof, to the Association Treasurer, by the tenth (10th) day of the month following the month in which such deductions are made.

Section 2.2 Fair Share Deductions

2.2.1 Sergeants and Lieutenants covered by this Agreement who are not members of the Association paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate share of the costs of the collective bargaining process, contract administration and pursuing matters affecting wages, hours, and conditions of employment as defined in Section 3(g) of the Illinois Public Labor Relations Act.

2.2.2 The fair share payment, certified by the Association Treasurer as the amount constituting each nonmember employee's proportionate share, which in no case may exceed dues uniformly required of members, shall be deducted by the Employer from the earnings of the nonmember employees. The Employer shall pay the aggregate amounts withheld, together with an itemized statement thereof, to the Association, by the tenth (10th) day of the month following the month in which such deductions are made. The Association shall advise the Employer in writing of any increase in proportionate share payments at least fifteen (15) days prior to its effective date.

2.2.3 Should any non-member employee be unable to make their fair share payment to the Association based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, then an amount equal to their fair share payment shall be paid to a nonreligious charitable organization mutually agreed upon by such non-member employee and the Association. If the affected Employee and the Union are unable to reach an agreement on the matter, said payments shall be made to a charitable organization from an approved list of charitable organizations established by the Illinois State Labor Relations Board.

Section 2.3 Indemnification

The Association shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article II, unless the employer initiates or prosecutes such action.

ARTICLE III

STRIKES AND LOCKOUTS

Section 3.1 No Job Actions

3.1.1 The Association will not engage in any strike, slowdown, work stoppage of any kind, or interruption or impeding of the operations of Employer during the term of this Agreement. Neither the Association nor any employee of this bargaining unit shall refuse to cross any picket line, by whomever established.

3.1.2 The Association will not picket in any manner which would tend to disrupt the operations of Employer during the term of this Agreement.

Section 3.2 Association's Responsibility

Should any activity prescribed in Section 3.1 of this Article occur, the Association shall immediately:

3.2.1 Publicly disavow such action by the employees or other persons involved;

3.2.2 Advise the employer in writing that such action has not been caused or sanctioned by the Association;

3.2.3 Notify the employees stating that it disapproves of such action instructing all employees to cease such action and return to work immediately;

3.2.4 Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the employer to accomplish this end.

Section 3.3 Discharge of Violators

Employees who violate the provisions of this Article shall be subject to discipline.

Section 3.4 No Lockouts

The Employer shall not engage in any lockout of Employees during the term of this Agreement.

ARTICLE IV

EMPLOYEE/EMPLOYER RIGHTS

Section 4.1 Medical Suspension

4.1.1 The Employer shall have the right to suspend, with pay, any Employee if the Employer has cause to believe the employee is mentally or physically unfit for duty. Prior to placing an employee on medical leave, the Employer shall notify the affected employee, in writing, of the reason for the medical leave.

4.1.2 Upon such suspension, the Employer may direct the employee to obtain a mental or physical examination at a physician selected by the employer. The employer shall pay for such examination.

4.1.3 The results of such examination shall be disclosed only to the Employer and the Employee.

4.1.4 Should the employee desire an independent medical opinion, the Employee shall pay any costs thereof which are not paid by the County group insurance program.

4.1.5 If the Employee is found to be mentally or physically unfit for duty, said employee may be eligible for sick leave benefits or Workers' Compensation benefits subject to the requirements of those benefit programs.

Section 4.2 Personnel File Inspection and Use

4.2.1 Any Employee shall have the right to inspect and copy his/her own personnel files which are maintained by the Employer. Any such inspection shall be by prior appointment and shall take place during regular business hours. Such inspection shall take place no later than four (4) working days after the Employee's request.

4.2.2 Any material, matter, or information not available for inspection and copying shall not be used in any manner or form contrary to the Employee's interest.

4.2.3 No personnel file information or personal information, including photographs of an employee, shall be released to the public by the Sheriff's Office except when required by law, by subpoena or when authorized by the employee.

Section 4.3 Employees Rights Preserved

4.3.1 Employees shall retain their right to speak freely and to comment upon matters of public concern during their off-duty hours and while out of uniform. This provision shall not be construed to permit the disclosure of any confidential information which would impair or compromise the Sheriff's Departments ability to perform its law enforcement function.

4.3.2 Employees shall retain their right to vote.

4.3.3 Employees, during their off-duty hours while not in uniform, shall have the right to support or refrain from supporting candidates for political office.

Section 4.4 Probationary Period

Upon being newly promoted to the rank of Sergeant or Lieutenant, an employee shall serve a probationary period as provided by Departmental Rule or Merit Commission Rule. During the term of said probation period, an Employee may be reduced in rank without cause.

ARTICLE V
EMPLOYEE DISCIPLINE

Section 5.1 Levels of Discipline

The employer agrees with the tenets of progressive and corrective discipline and unless an offense is deemed by the Employer as serious enough to warrant suspension or discharge in the first instance, the Employer will apply discipline to correct and improve behavior. Disciplinary action may be imposed upon an Employee only for just cause. Disciplinary action or measures shall include only the following:

5.1.1 Oral reprimand

5.1.2 Written reprimand

5.1.3 Suspension - requires written Notice to the Employee

5.1.4 Reduction of rank - requires prior written Notice to the Employee

5.1.5 Discharge - requires prior written Notice to the Employee

Section 5.2 General Employee Rights

5.2.1 The Illinois Uniform Peace Officers Disciplinary Act ("UPODA"), 50 ILCS 725/1 et. seq. as amended, is hereby adopted by reference. In the event UPODA is repealed by the Illinois Legislature the last version of UPODA as amended shall remain in effect as a provision of the Agreement. In the event of an interrogation as defined by UPODA the Employee shall be permitted 24 hours to obtain the representation of an attorney if so requested by the Employee.

5.2.2 In the event that the Employer imposes discipline on an Employee, the Employer shall use its best effort, if practicable, to impose such discipline in a manner which will not embarrass the Employee before other Employees in public. Violation of this provision by the Employer shall not constitute cause to rescind any disciplinary action.

5.2.3 For any investigation not subject to UPODA, the Employee, at the Employees request, may have an Association representative present at the investigatory meeting for the purpose of advising the Employee.

5.2.4 Employees, at their choice, shall have the right to be represented by counsel or represented by the Union or its lawfully designated agent during an investigatory meeting with the Employer.

Section 5.3 Employee Choice of Disciplinary Forum

5.3.1 Contesting Discipline - Oral and Written Reprimands

Oral reprimands shall not be subject to the grievance procedure. Written reprimands shall be subject to the Grievance Procedure Article of this Agreement but shall not be subject to arbitration.

5.3.2 Contesting Discipline – Suspensions, Disciplinary Reduction in Rank and Termination

(1) In General

Prior to imposing discipline, involving a suspension, disciplinary reduction in rank or termination, the Sheriff will conduct a pre-disciplinary meeting as provided in Section 5.4. At the employee's request, the employee shall be entitled to Union representation at that meeting. After the conclusion of said meeting, the Sheriff or his designee will issue a Decision to Discipline, in writing, as to the proposed discipline ("Decision to Discipline"), to the affected employee and the Union. At the employee's option, disciplinary action against the employee may be contested either through the arbitration procedure of this Agreement or through the Will County Sheriff's Office Merit Commission (WCSOMC), but not both. The election of one forum shall be deemed to be a waiver to contest discipline in the other forum. In order to exercise this option, an employee must execute an Election, Waiver and Release form ("Election Form" attached as Appendix A). The Election Form shall be given to the employee by the employer, at the time the employee is formally notified of the Decision to Discipline. The employee shall have five (5) calendar days upon receipt of Election Form to tender the executed Election Form to the Sheriff or his designee.

(2) Suspensions of Ten (10) Days or Less

If the discipline is a suspension for 10 days or less, the Sheriff or his designee may impose the suspension immediately upon the issuance of the Final Decision. If the employee elects to contest the suspension through the grievance/arbitration procedure, the Employer shall bear the burden of showing that the suspension was reasonable. If the employee elects to contest the suspension through the grievance/arbitration procedure, the Election Form shall constitute a grievance, which shall be deemed filed at Step 3 of the grievance procedure.

(3) Termination, Disciplinary Reduction in Rank or Suspensions of More Than Ten (10) Days; Arbitration

For discipline involving suspensions in excess of 10 days, disciplinary reduction in rank or termination, if the employee elects arbitration, the Sheriff or his designee has the authority and discretion to impose discipline immediately upon the receipt of the Election Waiver and Release Form. In such cases, the Election Form shall constitute a grievance, which shall be deemed filed at the arbitration Step. In such cases where arbitration has been selected, the Union shall also file with the Sheriff its notice of intent to arbitrate the case ("Arbitration Notice"), not more than five (5) calendar days following the issuance of the

Decision to Discipline.

(4) Termination, Disciplinary Reduction in Rank or Suspensions of More Than Ten (10) Days; Merit Commission

For discipline involving suspensions in excess of 10 days, disciplinary reduction in rank or termination, if the employee elects to have the case heard by the WCSOMC, then the Sheriff or his designee must file the appropriate charges before the WCSOMC.

(5) Failure to File the Election Form or Arbitration Notice

If an employee or the Union fails to timely file the Election Form or the Arbitration Notice, such failure shall be deemed a waiver of the right to contest or appeal the Decision to Discipline in any forum.

Section 5.4 Pre-Disciplinary Meeting

5.4.1 Prior to imposing discipline the Employer shall meet with the Employees involved and their Association representative and inform them of the reasons for such contemplated disciplinary action, including any names of witnesses and copies of pertinent documents.

5.4.2 The Employee and Association representatives shall be given the opportunity to rebut or clarify the reasons for such discipline.

Section 5.5 Relieved From Duty

Nothing in this Section shall prevent the Employer from relieving Employees from duty, in accordance with its practice, except that the Employee shall not lose any wages, because of such interim action, and shall promptly be returned to duty unless Employer initiates disciplinary or other activity as provided for in this Agreement or by applicable law.

Section 5.6 No Increase of Imposed Discipline

Once discipline has been imposed the Employer shall not increase the discipline for the act of misconduct which was the subject of the discipline.

Section 5.7 Removal of Discipline

Upon the request of the Employee, any record of any disciplinary action of a three (3) day suspension or less shall be removed from the Sheriff's Officer personnel file if twelve (12) months have passed since the imposition of any disciplinary action other than an oral reprimand. Upon the request of the Employee, all other disciplinary action shall be removed from the Sheriff's Office personnel file after twenty-four (24) months have passed since the imposition of any disciplinary action other than an oral reprimand.

Section 5.8 Merit System and Commission Act

The rights secured to Employees under this Agreement shall not be construed to negate or diminish an Employee's right under the Sheriff's Merit Systems Law (55 ILCS 5/3-8001).

Section 5.9 Notice of Constitutional Rights

If employees are placed under arrest, such employees shall be fully informed of their constitutional rights prior to any initial or further interrogation.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 6.1 Nature of Grievances

A grievance is defined as a complaint that there has been a violation of any specific provision of this Agreement. Grievances may be initiated by an individual employee, or by the Association on behalf of itself or one or more covered employees.

Section 6.2 Grievance Procedure

6.2.1 Step 1: The Employee, with or without the Association Representative, or the Association Representative shall present the grievance in writing to the Employer's designated Step 1 representative for the Division in which the grievance occurs, within ten (10) business days of the grievance's occurrence. The Employer's designated representative shall then attempt to resolve the matter and shall respond in writing to the grievant (with a copy to the Association) within ten (10) business days.

6.2.2 Step 2: In the event the grievance is not resolved in Step 1 and the Association wishes to appeal the grievance, it shall be presented in writing by the Association to the Sheriff of Will County within ten (10) business days from receipt of the Answer from Employer's Step 1 representative. Within ten (10) business days after the grievance is presented to Step 2, the Sheriff or his or her designee shall meet with the parties and render a written decision within ten (10) business days after such meeting.

6.2.3 Step 3: If the grievance is not settled at Step 2, the Association may submit the grievance to final and binding arbitration by giving written notice to the Sheriff of intent to arbitrate within ten (10) business days after receipt of the Employer' Step 2 decision. In no case shall a grievance be forwarded to arbitration more than thirty (30) days from the date the notice of intent to arbitrate is served on the Sheriff or his designee. For purposes of this section, "forwarded to arbitration" shall mean either that the Union has requested that the parties mutually agree upon an arbitrator or that the Union has filed a request for an arbitration panel with the FMCS.

6.2.4 The grievance arbitration shall be conducted by an arbitrator who, if the parties are unable to select an arbitrator, shall be selected from a panel of no less than seven (7) arbitrators, provided by the Federal Mediation and Conciliation Service. Should the parties be unable to agree upon the selection of an arbitrator, each side shall strike the name of an arbitrator on the panel until one arbitrator remains.

6.2.5 The arbitrator, once selected, shall decide the merits of the grievance and shall have no authority to add to, subtract from, or change any of the terms of the Agreement. The costs of the arbitration shall be shared equally by the Association and the Employer. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of the hearing. Either party may have a verbatim record of the proceedings prepared, but any such verbatim record shall be made at the requesting party's cost.

Section 6.3 Association Representation

6.3.1 The Association shall have reasonable access to persons and information necessary to prepare for and represent the grievant(s) in matters arising pursuant to this Article

6.3.2 Association access to individual Employee files shall be subject to the written authorization of the Employee(s) affected or concerned.

Section 6.4 Hearing Location

Grievance hearings or other related procedural meetings, involving the grievant, representatives of the Employee and the Association, shall be held during work hours, on County premises, without loss of pay to Employees, providing that such activities take place in a manner which does not interfere with County operations.

Section 6.5 Timely Submission

6.5.1 No grievance shall be entertained or processed, unless it is filed within the required time limits. However, the absence of an Employee shall be cause to extend the time limits for filing or processing.

6.5.2 If a grievance is not filed or appealed within the time limits and manner previously set forth, the grievance shall be deemed moot.

6.5.3 When an answer is not received to a grievance, within the required period of time, the grievance shall be deemed moved automatically to the next step.

6.5.4 All of the foregoing notwithstanding, time limits, at any step, may be extended by mutual consent of the parties.

ARTICLE VII
WORK HOURS AND OVERTIME

Section 7.1 Definitions

7.1.1 An employee shall be defined as a full-time, sworn deputy, as defined by the Will County Merit Commission, who works five (5) consecutive work days, totaling forty (40) hours per week. **(SEE APPENDIX C FOR TWELVE HOUR SHIFT)**

7.1.2 A work week shall consist of five (5) consecutive eight (8) hour days. . **(SEE APPENDIX C FOR TWELVE HOUR SHIFT)**

7.1.3 The Work Week starts at 0700 hours Sunday and ends at 0659 hours the following Sunday. . **(SEE APPENDIX C FOR TWELVE HOUR SHIFT)**

7.1.4 In matters relating to work hours, overtime and holiday pay, Employees shall be paid/compensated in accordance with their Normal Work **Day/Week**.

7.1.5 Nothing in this Article shall preclude the Employer and the Association from entering into a mutual agreement regarding the adoption/alteration of a Normal Work Week. Any such change shall be made in accordance with the Fair Labor Standards Act and related Illinois law.

Section 7.2 Overtime

7.2.1 Any time worked in excess of a forty (40) hour work week shall be paid at the rate of time and one half. All authorized paid leave shall be included in the calculation of the work week for purposes of overtime.

Section 7.3 Employee Court Time

7.3.1 Employees who must appear in court, attend inquests, or pretrial conferences, shall receive a minimum of three (3) hours at the overtime rate.

7.3.2 Employees attending training or schooling on their off time, shall be paid in accordance with Section 7.2, above.

Section 7.4 Determination of Work Schedule

7.4.1 Except as otherwise provided, the work schedule, for determining the starting and quitting times, and the days off for each Employee, shall be made by the Employer or such other person or persons as the Employer shall designate for this purpose.

7.4.2 The duration of the Employer's schedule, which establishes the starting and quitting times and the days-off for each Employee shall be no less than twenty eight (28) or more than fifty six (56) calendar days.

Section 7.5 Work Schedule Posting

7.5.1 Work schedules shall be posted no less than ten (10) calendar days, prior to the starting date of the schedule.

7.5.2 Such schedules may be changed, from time to time, to suit varying conditions. However, indiscriminate or unnecessary changes shall not be made in such schedules, and changes deemed necessary shall be made known to Employees not less than ten (10) calendar days prior to such change, excluding emergency situations, as defined by the Employer. For violation of this Subsection, Employees shall be paid time at one-half (1.5) times their regular straight time hourly rate for all hours worked differently than their previously scheduled duty or hours, within the affected work week.

7.5.3 If the Employees' duty hours, or off days are changed unnecessarily, indiscriminately, or without the required ten (10) days' notice, the Employee shall be paid at one and one-half (1 ½) times their regular straight time hourly rate, for all such time worked different than their scheduled duty days or hours.

Section 7.6 Minimum Shift Separation

Every Employee shall be guaranteed at least eight (8) hours off between the end of one (1) tour of duty (normal work day) and the beginning of another tour of duty, excluding emergency situations, as defined by the employer.

Section 7.7 Stand-by

If Employees are allowed at liberty, while on Stand-By, even if required to call-in, from time to time, or if equipped with a cell phone or similar device, such time is not compensable.

Section 7.8 Compensatory Time Off

An Employee may elect to be compensated for overtime work in the form of compensatory time off at a rate of one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked. Accumulated compensatory time may not exceed 480 hours.

Section 7.9 Call Out Pay

An Employee called to work outside their scheduled hours shall receive a minimum of two (2) scheduled hours pay at the rate of time and one-half. Such compensation shall begin at the time the Employee is notified to return to work.

Section 7.10 Canine Care

Those Employees assigned as a K-9 Handler will be compensated at the rate of \$215.00 per month for time spent caring for their K-9 dog while at home. The \$215.00 per month will be paid to these Employees on the last payday of the month.

Section 7.11 Investigations Stand-By Pay

Employees in Criminal Investigations, who are required by the Employer to be on stand-by duty shall be compensated with compensatory time at the rate of one (1) hour of compensatory time

for every sixteen hours, or part thereof, on stand-by duty.

ARTICLE VIII **SENIORITY**

Section 8.1 Definitions

8.1.1 Rank seniority shall be defined as the most recent, continuous, regular, full-time employment at the rank of Sergeant or Lieutenant. Rank seniority shall commence on the first day of an Employee's most recent promotion.

8.1.2 The computation of Departmental seniority shall commence with the first day of the most recent period of employment in a regular, full-time status, as a Will County Sheriff's employee.

8.1.3 An Employee who is assigned to an exempt position outside the bargaining unit shall retain his Merit Commission rank and shall continue to accrue seniority, both departmental and rank, while occupying said exempt position.

Section 8.2 Application

Seniority shall be used only where specifically provided in the Agreement.

Section 8.3 Reductions in Force

8.3.1Notice: The Employer shall notify the Association and the affected employee thirty days prior to a reduction in force in bargaining unit positions.

8.3.2Procedures: Such reductions shall be in strict compliance with seniority and in no event shall any Employee be reduced more than one rank in a reduction of force. Employees with the least seniority in the position to be reduced shall be reduced to the next lower rated position. For purposes of determining which Employees will be reduced in rank, seniority shall be determined by adding the time spent at the rank of position from which the Employee is to be reduced and the time spent at any higher rank or position in the department.

8.3.3Reinstatement: If any positions which have been vacated because of reduction in forces or displacement and abolition of positions, are reinstated, such Employees removed from the said positions shall be notified by the Employer by registered mail of such reinstatement of positions and shall have prior right to such positions if otherwise qualified, and in all cases seniority shall prevail. Written application for such reinstated position must be made by the person within 30 days after notification.

ARTICLE IX

ASSIGNMENTS AND TRANSFERS

Section 9.1 Posting

9.1.1 All vacancies for Sergeants and Lieutenants in existing or newly created permanent positions shall be published in the "Crime Alert", at least seven (7) calendar days prior to being filled.

9.1.2 Employees interested in filling any such vacancy shall apply, in writing, to the appropriate Chief Deputy.

Section 9.2 Transfers

9.2.1 The Employer shall notify the Association and affected Employee(s) of all assignment changes at least ten (10) days prior to their effective date(s) and time(s) unless an emergency situation exists. Assignment and task changes may be made at the sole discretion of the Sheriff or his designee except as provided in Section 9.

9.2.2 An Employee desiring a change of assignment shall file a written request for transfer which shall be effective during the balance of the fiscal year in which such request is received.

9.2.3 The Employee's transfer request shall be considered, based on the employee's qualifications and operational considerations as deemed by the Sheriff or his designee.

9.2.4 No Employee may be removed from a job assignment or transferred as a result of disciplinary action.

Section 9.3 Shift Schedules

9.3.1 The Sergeants assigned to the Patrol Bureau shall on an annual basis, be allowed to select a position within the Patrol Bureau based on rank seniority. Sergeants not assigned to the Patrol Bureau, who desire to be included in the annual selection, shall notify the Employer, in writing, between July 1 and August 1 of each year.

9.3.2 These provisions do not apply to Employees governed by Section 9.5 of this Agreement.

Section 9.4 Schooling and Training

The Employer shall maintain and post on all employee bulletin boards a current list of all available schools or other training.

Section 9.5 Job Assignment to Another Agency

9.5.1 Job assignment to another agency shall be defined as a job created as a result of a request from an elected Will County officeholder, a subdivision of Will County government, a municipal government, or park district [the "Requesting Agency"], to assign an Employee to the Requesting Agency, and as a condition of the assignment, the Requesting Agency

provides for Employee's compensation. This shall not include special events and secondary employment, as elsewhere governed by this Agreement.

9.5.2 All assignments to a Requesting Agency shall be subject to the following procedure:

- (1) All such assignments shall be posted in accordance with Section 9.1 above
- (2) All such postings shall include:
 - i. The name of Requesting Agency;
 - ii. Duties of the employee;
 - iii. Desired qualifications;
 - iv. Term of service, if known.
- (3) A list of all interested Employees who apply, in writing, shall be compiled by the Employer
- (4) Employee(s) assigned to a Requesting Agency shall receive all benefits accorded to them by this Agreement.
- (5) No Employee shall receive benefits, in excess of this Agreement
- (6) In the event the Employee is removed from the assignment for any reason, the member shall be:
 - i. Returned to the Will County Sheriff's Department; and
 - ii. Subject to all pertinent sections of this Agreement.
- (7) Any resultant vacancy shall be the subject of re-posting.

Section 9.6 Temporary Assignment Pay-Field Training

9.6.1 Those Employees assigned as Field Training Officer Supervisors will be compensated at a minimum of four (4) hours compensatory time, per week, in addition to any overtime earned, for the weeks in which the affected employee is acting in the capacity of a Field Training Officer Supervisor.

9.6.2 FTO Supervisors riding with a trainee shall be shall be compensated at a minimum of two (2) hours of compensatory time per day when riding with trainees as FTO Supervisor.

Section 9.7 Temporary Assignments

9.7.1 The Employer may fill a vacancy, created in a job assignment, for a period not to exceed sixty (60) days. After sixty (60) days, unless the Employer posts the vacancy in accordance with Section 9.1, the Employee who was temporarily assigned shall be allowed to return to the position he had prior to being temporarily assigned.

9.7.2 Temporary assignments will be filled in accordance with rank seniority. If there are no interested Employees then the assignment shall be given to the most junior Employee who qualifies.

ARTICLE X
VACATIONS AND HOLIDAYS

Section 10.1 Vacation Entitlement

All Employees, employed for more than one (1) year, shall be entitled to vacation benefits, according to the following schedule:

10.1.1 After 1 year of service 80 hours vacation with pay.

10.1.2 After 5 years of service 120 hours vacation with pay.

10.1.3 After 10 years of service 160 hours vacation with pay.

10.1.4 After 15 years of service 200 hours vacation with pay.

Section 10.2 Vacation Selection

Employees shall select their annual vacation on the basis of rank seniority, subject to the following procedure:

10.2.1 Computations:

Step 1: Determine total number of vacation hours of all Employees.

Step 2: Step 1 divided by 1880 hours = Number of Employees to be scheduled per week of vacation.

10.2.2 Groupings of Employees, for vacation selection, shall be negotiated annually. A negotiation meeting shall occur for this purpose prior to the end of the second week of September of each year. Vacations must then be chosen by employees prior to the end of October of each year.

10.2.3 Special Duty (SD) personnel shall be excluded from this procedure.

10.2.4 Special Duty (SD) Employees are those whose duty assignments do not routinely place them under the daily operational control of the Will County Sheriff, i.e., those assigned to elected officials, Public Building Commission (PBC) Security, Metropolitan Area Narcotics Squad (MANS), Cooperative Police Assistance Team (CPAT), and other agencies and departments.

10.2.5 If Employees are involuntarily reassigned, they shall be able to retain their vacation selection.

10.2.6 If Employees request and receive a transfer, their vacation selection is subject to change.

10.2.7 Employees who are eligible for more than 40 hours of vacation shall be allowed to divide their vacations into increments of 40 hours or more blocks.

10.2.8 Employees when scheduling their vacation may identify 40 hours of vacation that may be taken in segments of one (1) day or multiple days. The segmented vacation will require the Employee to notify in writing their Section Commander or Watch Commander at least twenty four (24) hours in advance of the day(s) requested to be taken. The aggregate amount of an Employee's segmented vacation during a fiscal year shall be deemed a segmented vacation period.

10.2.9 All vacation requests are subject to manpower constraints and the authorization of the Sheriff or his designee. The Sheriff or his designee may, to meet emergencies, order an Employee to forego or cancel all or part of his vacation. The employee will be allowed a non-conflicting vacation period scheduled by the mutual agreement of the Employee and the Sheriff or his designate.

10.2.10 All employees covered by this Agreement who have their approved vacation canceled and are not allowed an alternate vacation will be compensated at their regular rate of pay for all of the disallowed vacation period.

10.2.11 Employees who are active members in a military reserve unit of the Armed Forces of the U.S.A., or the State of Illinois and whom are ordered by appropriate authority to attend weekend drills, active duty drill or annual training exercise may elect to use vacation time to cover duty.

Section 10.3 Holidays During Vacation

If a Holiday, observed by this Agreement falls within any Employee's vacation, and if Employees are entitled to holiday pay for such holiday pursuant to this Agreement, they shall, at the option of the Employee, receive either:

10.3.1 Eight (8) hours additional paid vacation; or

10.3.2 An amount of money equal to their regular base pay, for eight (8) hours.

Section 10.4 Vacation at Separation

10.4.1 Any Employee who is eligible for vacation benefits and who is laid off, discharged, resigns or separates before taking such vacation shall receive vacation pay.

10.4.2 Any Employee who retires or separates from active employment and is eligible to receive IMRF benefits or who shall be eligible to receive IMRF benefits upon reaching the required age, or individuals who separate from service who have completed twenty (20) years of service and not reached age 50 and who are eligible to elect deferred retirement at the time of separation, shall be entitled to receive time-off with pay, equal to all accumulated vacation time, prior to the effective date of their retirement, or to vacation pay after the effective date of their retirement.

Section 10.5 Paid Holidays

The following days shall be recognized as paid holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

Section 10.6 Holiday Pay Status

10.6.1 Employees required to work on a holiday will be paid at the rate of two times their regular hourly rate of pay for all hours worked on their regularly scheduled shift. **(i.e. Deputies covered by this agreement whose scheduled work starts (or who is directed to work) on a designated holiday for a 12-hour regular shift will be compensated at the double time rate for all scheduled hours on the designated holiday (per section 10.5 herein). (i.e., a shift starting at 6P.M. on a designated holiday will be paid at the rate of two times the affected deputy's hourly rate for all scheduled hours through 6AM the following day, conversely a deputy schedule to work at 6PM the day before a designated holiday will receive straight time for all twelve hours worked). Any hours that a deputy is ordered to work which fall on a designated holiday will be compensated at the holiday rate (two times the affected deputy's hourly rate). Any overtime worked or commenced a designated holiday will be paid at the rate of two and one half times the affected deputy's hourly rate of pay. Effective upon implementation.**

10.6.2 Employees not performing any work on a recognized holiday for which they were scheduled to work, shall receive their regular rate for eight (8) hours.

10.6.3 In the event that any recognized holiday shall fall on an Employee's scheduled day off, the Employee shall be entitled to either their regular pay rate for eight (8) hours, eight (8) hours compensatory time off, or eight (8) hours additional vacation leave.

10.6.4 Employees are not required, when eligible to receive holiday pay, to work the day before or the day after any such holiday.

ARTICLE XI
LEAVE OF ABSENCE

Section 11.1 Sick Leave

11.1.1 Employees who are absent from work because of illness or injury which does not arise out of their employment and which renders such Employees unable to perform their duties of their employment, shall be deemed to be on Sick Leave. Sick Leave may be used to care for a sick or injured spouse or child of the Employee.

11.1.2 The employer shall pay Employees their regular base rate of pay for each working day while they are on Sick leave.

11.1.3 An Employee shall accumulate eight (8) hours of Sick Leave for each month worked. An Employee may also accumulate sick leave pursuant to the Sick Leave Incentive Program as provided in Section 11.1.10.

11.1.4 An Employee can accumulate up to a maximum of two thousand nine hundred and twenty (2,920) Sick Leave hours.

11.1.5 For each work hour that Employees are on Sick Leave, one (1) hour of Sick Leave shall be deducted from their accumulated total.

11.1.6 Records must be kept of the accumulated Sick Leave and such records shall be available to the Association.

11.1.7 Seventy-five percent (75%) of the accumulated Sick Leave, but no more than seventy-five percent (75%) of one thousand nine hundred twenty (1920) hours of accumulated Sick Leave, shall be payable in the event of death or permanent disability of the Employee. Fifty percent (50%) of the accumulated Sick Leave, but no more than fifty percent (50%) of one thousand nine hundred twenty (1920) hours of accumulated Sick Leave, shall be payable, in the event of non-disability retirement. In the event of resignation, Employees shall be paid eight (8) hours for each year of service, not to exceed their accumulated Sick Leave balance.

11.1.8 In the event the Employer has reasonable cause to believe that an Employee is demonstrating a pattern of recurring absences, the Employee, at the request of the Employer shall furnish proof of their disability to the Employer.

11.1.9 Recurring absences, without a medical certificate, may be cause for disciplinary action.

11.1.10 If, during the period from December 1 to November 30, an Employee has not used any sick leave, that employee shall have sixteen (16) hours of sick leave added to the employee's sick leave total. This provision is subject to the maximum accrual provision in Section 11.1.4.

Section 11.2 Worker's Compensation Leave

11.2.1 In all cases when Employees are forced to be absent from work by reason of any injury or condition arising in the scope of their employment and covered by worker's compensation, they shall be paid the difference between the amount of weekly worker's compensation benefits to which they are entitled and their full weekly pay, as of the last day they worked.

11.2.2 Full payment during worker's compensation leave shall not exceed sixty (60) weeks.

11.2.3 In the event that the length of absence from work of Employees does not qualify them, under Worker's Compensation, for payment during the first three (3) days of their absence, then they shall receive their full pay for this three (3) day period and such time lost shall not be charged to Disability Leave.

11.2.4 Employees who are covered and receiving Workers' Compensation Insurance shall:
(1) Continue receiving their full rate of pay until such time that their Workers' Compensation Insurance has ceased; and
(2) Continue receiving all benefits contained within this Agreement.

Section 11.3 Management/Administrative Leave

11.3.1A Sergeant shall be entitled to thirty-two (32) hours fully paid Administrative Leave per year and may be used at the discretion of the Sergeant.

11.3.2A Lieutenant shall be entitled to forty (40) hours paid Administrative Leave per year and may be used at the discretion of the Lieutenant.

11.3.3 Administrative Leave may be used for any purpose, at the discretion of the Employees.

11.3.4 The Employee shall notify their supervisor at least twenty four (24) hours in advance except in case of an emergency. If the employee claims an emergency situation in regard to the use of administrative leave, the employer has the right to inquire as to the nature of the emergency.

11.3.5 When requested, within the guidelines of advance notice, the Administrative Leave shall be granted, unless an emergency of an extreme nature would cause the cancellation of such day off or at the discretion of the Watch Commander, staffing levels would adversely affect the operation. Any disapproval or cancellation of Administrative leave shall be provided to the Employee in writing.

11.3.6 The Employee shall suffer no loss of pay for using Administrative Leave in conjunction with any vacation, holiday or compensatory time.

11.3.7 Administrative leave which is unused at the end of the fiscal year, shall be added to

sick leave, so long as such addition does not exceed the maximum accumulation authorized.

Section 11.4 Leave Limitations

11.4.1 No Disability Leave or Unpaid Leave shall exceed six (6) months, unless it is extended in writing by agreement of the Employer and the Employee.

11.4.2 In no case shall any such leave exceed a total of two (2) years.

11.4.3 An Employee on Disability Leave or Unpaid Leave shall suffer no loss of seniority and shall continue to accumulate seniority.

Section 11.5 Bereavement Leave

11.5.1 Employees may take paid Bereavement Leave, which shall not affect their seniority, for a necessary period of absence of three (3) to five (5) days depending on distance to travel, caused by a death in the immediate family of the Employee or the Employee's spouse.

11.5.2 The immediate family shall include spouse, mother, mother-in-law, step-mother, father, father-in-law, step-father, child, step-child, sister, brother, grandparents, grandchildren, or other persons currently a resident in the immediate household.

Section 11.6 Other Law Enforcement Service Leave

11.6.1 Employees may be granted an Unpaid leave from their employment for a six (6) month, which may be extended an additional six (6) months, with the Employer's approval, to take periodic or full-time employment elsewhere in the Law Enforcement field, including but not limited to, employment as an instructor for an academy, police organization, or Chiefs of Police Association.

11.6.2 Seniority, previously accrued, shall not be lost by taking such leave; however, the Employee shall not accumulate seniority while employed by a different agency.

Section 11.7 General Unpaid Leave

11.7.1 Employees may be granted, on approval of the Employer, an Unpaid Leave from their employment if they secure written permission from the employer, which permission shall not be unreasonably withheld.

11.7.2 In no case shall a leave be granted for employment elsewhere, except as specified in Section 11.6.

Section 11.8 Educational and Training Leave

No Educational or Training Leave may be granted unless, in the judgment of the Employee, the training would benefit the Employer by improving the Employee's qualifications to perform the duties of the Employee's position, or by qualifying the Employee for advancement in rank or grade to another position in the service of the Employer, or to generally enhance the prestige of the Will County Sheriff's Office. _____

Section 11.9 Maternity Leave

11.9.1 Employees shall be granted unpaid leaves during their pregnancy.

11.9.2 The length of such leave shall not exceed six (6) months, but may be renewed pursuant to Section 11.4 above.

11.9.3 Seniority and continuous service shall be retained and accumulated for the first six (6) months of such leave.

11.9.4 Employees shall be granted Maternity Leave as follows:

(1) A pregnant Employee shall inform her immediate supervisor of her condition, no later than three (3) months prior to her expected date of delivery and shall present to her immediate supervisor a written statement, signed by her physician, stating the expected date of delivery. A pregnant Employee may continue her regular employment so long as her physician, upon request by the Employer, states, in writing, that she is able to perform her normal work assignments.

(2) An Employee who has been absent because of Maternity leave may return to employment as soon as her physician advises the Employer, in writing, that she is then able to perform her normal work assignments.

(3) The Employer reserves the right to verify any physician's statement requested or presented under this section through the use of a physician of their own choice, other than a doctor regularly employed by Will County, and any such examination shall be paid for by the Employer.

11.9.5 Sick Leave may be used during periods of pregnancy and related conditions, and accumulation of seniority, during such periods, shall be in accordance with Section 11.4 above.

Section 11.10 Meeting Attendance Leave

The President of the Association or his designate shall, subject to manpower constraints, be permitted to leave work, without loss of regular straight-time pay for a total of eight hours (8) hours per month for the purpose of attending County Board meetings or Merit Commission meetings. The Employer agrees to grant thirty-two (32) man-hours of paid leave per fiscal year, subject to operational needs, to employees who are designated by the Association for purposes of attending meetings, assemblies or conventions of the Union.

Section 11.11 Military Leave

Any Employee covered by the terms of this Agreement who is a member of a Reserve Force of the Armed Forces of the United States or the State of Illinois who is ordered by the appropriate authorities to active duty caused by a national emergency, will continue to receive the difference in pay between military pay and his/her current salary.

11.11.1 The Employee's family shall continue to receive the same insurance coverage during the Employee's active duty as they were receiving prior to the Employee's call to active duty.

11.11.2 Employees under this Agreement shall be afforded all the rights under the Veteran's Re-employment Rights (VRR) Statute (Title 28 USC 2021-2027).

ARTICLE XII
SECONDARY EMPLOYMENT AND SPECIAL EVENTS

Section 12.1 Employee's Request

Employees wishing to engage in off-duty secondary employment shall first notify the Employer, in writing, of their secondary employment including:

12.1.1 The nature of the business involved;

12.1.2 Name, address, phone number of the business involved; and

12.1.3 An estimate of hours to be worked on a weekly basis by the Employee while engaged in secondary employment.

Section 12.2 Employer's Review

Within seven (7) days of receiving the Employee's written intent and request for secondary employment, the Employer shall answer the Employee, in writing, and grant permission for the Employee to secure a secondary employment, except in those cases where the Employee's choice of secondary employment would constitute a violation of law, or otherwise interfere with the Employee's performance of Employee's duties, including special scheduling, which would be necessary to accommodate the Employee's request.

Section 12.3 Employer's Approval

Employees shall not engage in secondary off duty employment until written authorization from the Employer, approving the request, is received by the Employee.

Section 12.4 Part-Time Security or Other Police Employment

All part-time security or police secondary employment must conform to Sections 12.1, 12.2 and 12.3 above, and shall also conform to the following criteria:

12.4.1 Such employment shall not be conducted in the uniform of the Will County Sheriff's Department.

12.4.2 All Employees working secondary employment must be covered under their secondary employer's authority and that employer must accept responsibility and liability for the Employee's performance during their performance.

12.4.3 A Statement of Acceptance of Responsibility (Waiver of Liability) from the secondary employer must be received prior to approval of secondary employment by the Sheriff.

ARTICLE XIII
INSURANCE

Section 13.1 Group Insurance

13.1.1 The Employer shall provide a Group Insurance Program, which shall include the following:

1. Comprehensive medical coverage, either through a health maintenance organization (HMO), an indemnity/PPO (preferred provider organization), **or for active employees only, an IRS qualified high-deductible health plan (HDHP) with a Health Savings Account (HSA)** including:
 1. Hospitalization and physician
 2. Eye/vision care
 3. Prescription drugs
 4. Dental coverage

For each employee participating in the HSA the County will contribute \$1350.00 to the HSA for individual and \$2700.00 to the HSA for family. The County's contribution will be dispersed quarterly in four equal amounts (\$337.50/individual or \$675/family) in the first pay period of each calendar year quarter.

Dental Service Maximum Allowable Limit: Will be increased by an additional \$175 for the term of the agreement for in and out of network. Dental Implants are covered under the schedule of benefits at maximum allowable.

2. Short term disability income (employee only):
 1. \$225.00 per week, not to exceed four (4) weeks; and which
 2. Shall not be effective until an eligible Employee has exhausted all accrued Sick Leave.
3. Term life coverage (employee only).

13.1.2 The coverage and conditions provided by the Employer's Group Insurance Program shall be set forth in the County Health Plan, adopted January 1, **2018.**

13.1.3 Eligibility for the Employer's Group Insurance Program extends equally to both Employees and their legal dependents, except as noted above.

13.1.4 To participate in the Employer's Group Insurance Plan, the Employee must:

1. Make application, as directed or required by the Employer; and
2. Pay the share of the monthly premium rates established by the Insurer.

13.1.5 Cost-sharing of the monthly premiums shall be:

1. Comprehensive medical and dental coverage:

Effective January 1, 2018 and for the duration of this agreement, the Employee shall contribute to the cost of the Health plan by making a contribution each pay period based upon 3% of base pay for single coverage, and 4% of base pay for family coverage.

(2) Term life coverage.

(a) The Employer shall pay all related premiums for the Employee.

(b) This coverage is not available to dependents.

(3) Premium amounts shall be calculated annually, pursuant to COBRA based requirements.

13.1.6 The Employer and the Association shall establish an Insurance Committee to meet and discuss, as appropriate or required, matters related to this Section.

13.1.7 Deductibles will be per the plan design as set forth on attached **Appendix B**.

13.1.8 The Employer shall establish an IRS approved pre-tax contribution plan to be used for the employee's portion of the premium for the group insurance plan.

13.1.9 An employee who is on approved short term disability or an approved IMRF temporary disability shall be treated as an active employee for purposes of their insurance contributions, which shall be computed as of their most recent active duty salary rate.

Section 13.2 Individual Insurance

13.2.1 The Employer shall continue to make available:

(1) Permanent (Whole) Life Insurance/Annuity programs; and

(2) Cancer and Intensive Care Insurance programs.

13.2.2 Eligibility, benefits, and extent of coverage provided shall be as determined by the Insurer.

13.2.3 To participate in these programs, the Employee must:

(1) Make application, through the Employer, as directed or required by the Insurer; and

(2) Pay one hundred percent (100%) of all related premiums.

Section 13.3 Mandated Insurance

In accordance with law, the following insurance coverage is also provided to Employees:

13.3.1 Paid by the Employer:

- (1) Tort Immunity
- (2) Unemployment Compensation
- (3) Worker's Compensation

13.3.2 Paid jointly by the Employer and the Employee:

- (1) Illinois Municipal Retirement Fund (IMRF) disability coverage.
- (2) Social Security (FICA) disability coverage and retirement health and hospitalization coverage.

Section 13.4 Payroll Deductions

The premium amount(s) for the Employee's share of insurance coverage(s) provided shall be made in equal deductions each payday.

Section 13.5 Unpaid Leave Status Employees

13.5.1 Employees on any unpaid leave of absence, approved by the Employer, may elect to continue their insurance coverage, including coverage of their legal dependents, by notifying the Employer and paying the total insurance premium due each month, in the manner directed by the Employer.

13.5.2 The benefits and protections of such insurance shall be equal to those received by Employees who are in a paid status.

Section 13.6 Retired Employees and Legal Dependents

13.6.1 The Employer shall allow all retiring Employees and their legal dependents to continue to participate in the Employer's Group Medical Insurance Program, except for Short-Term Disability Income coverage, until such time as the Retiree is eligible for Social Security MEDICARE benefits.

13.6.2 A Retiree is a former Employee, who is collecting an annuity from the Illinois Municipal Retirement Fund (IMRF).

13.6.3 The benefits of the insurance coverage, provided to Retirees and their legal dependents, shall be the same as that provided to Employees and their legal dependents.

13.6.4 Cost-sharing of monthly premiums shall be:

- (1) The Employer shall pay all related premiums for the Retiree's coverage.
- (2) The Retiree shall pay all related premiums for Dependent coverage, which shall be equal to the Family premium, minus the Single premium.
- (3) Premium amounts shall be calculated annually, pursuant to COBRA based requirements.

Section 13.7 Surviving Legal Dependents

13.7.1 The surviving legal dependents of individuals, who were active or retired Employees, at the time of their death, shall be allowed to remain within the Employer's Group Medical Insurance program, at their own expense, and the related premiums shall be paid, in the manner prescribed by the Employer. In the case of surviving spouses, participation shall terminate:

- (1) In the event of remarriage; or
- (2) At such time as eligibility for Social Security MEDICARE benefits occurs.

13.7.2 The County, at its expense, shall provide continuation in the County's medical plans for the legal dependents of any County employee killed while acting within the scope of that employee's duties for the County of Will subject to the following terms and conditions:

- (1) The benefit specifically excludes applicability to any illness or disease related death occurring while on the job whether or not occupationally related.
- (2) The surviving legal dependents shall continue in benefit status without making the premium contributions required of active employees. However surviving legal dependents shall be required to pay all other employee payments normally required under the administration of the plans, including but not limited to deductibles, co-insurance and/or co-payments.
- (3) The surviving legal dependents shall be limited to the spouse of the employee and children in accordance with the same eligibility specified in the group insurance plans.
- (4) The surviving spouse shall be covered under this benefit until either attaining Medicare eligibility or until remarriage. In the event of Medicare eligibility, the surviving spouse will be entitled to the same access to medical coverage as other surviving spouses under the County's Retiree provisions as are in place at the time of Medicare eligibility.

13.7.3 The Public Safety Employees Benefits Act (820 ILCS 320/1 et seq.) as it may be amended from time to time, is hereby adopted by reference. To the extent that Section 13.7.2 provided greater benefits than the Public Safety Employees Benefits Act. The County shall continue to provide the additional benefits. Section 13.7.2 and 13.7.3 are not intended to duplicate benefits.

ARTICLE XIV
UNIFORMS AND EQUIPMENT

Section 14.1 Authorizations and Responsibilities

14.1.1 Uniforms and equipment shall be allotted for each Employee, upon hire.

14.1.2 Uniforms and equipment shall remain the property of the Employer.

14.1.3 Uniforms and equipment shall be replaced by the Employer, as necessary, due to fair wear and tear.

14.1.4 Required replacement, due to other than fair wear and tear, as determined by the Employer, shall be replaced at the Employee's expense.

14.1.5 Uniforms and equipment shall be determined and prescribed by the Employer.

14.1.6 The Association and all Employees shall be provided with the current list of basic issue uniform and equipment items which are authorized or required.

Section 14.2 Plainclothes

14.2.1 Employees who are assigned to any investigation duties, in plain clothes, shall be paid two hundred fifty dollars (\$250.00) quarterly, after serving in such capacity for at least one (1) calendar quarter.

14.2.2 Employees who receive this allowance may be required to produce receipts for the expenditure thereof upon written request from the Employer.

Section 14.3 Uniform Committee

14.3.1 The Association may appoint one (1) Employee to the Uniform Committee to meet and discuss, as required, matters pertaining to this Article.

14.3.2 Prior to the implementation of any changes to the current list of basic issue uniform and equipment items, the Uniform Committee shall meet to review and discuss such matters.

Section 14.4 Uniform Cleaning Allowance

Covered employees will be paid an annual uniform cleaning allowance of six hundred dollars (\$600) for FY 2012 and for each subsequent year of this agreement, for the purpose of providing compensation for the care and cleaning of uniforms and equipment. Said cleaning allowance shall be paid in a lump sum the first pay period in January of each year.

ARTICLE XV
OCCUPATIONAL HEALTH AND SAFETY

Section 15.1 General Statement

15.1.1 No Employee shall be required to work under any condition which violates any applicable law or governmental regulation with respect to health or safety.

Section 15.2 Procedures

15.2.1 A grievance which alleges a violation of Section 15.1 shall commence at Step 2 of the grievance procedure.

15.2.2 The parties to this Agreement shall establish a Joint Occupational Health and Safety Committee, consisting of three representatives of the Sheriff and the Association, for purposes of reviewing occupational health and safety matters.

ARTICLE XVI
INDEMNIFICATION

Section 16.1 Employer Responsibility

The Employer shall be responsible to hold Employees harmless from and pay for damages or money, which may be adjudged, assessed or otherwise levied against any Employee, other than punitive damages, subject to the conditions set forth in Section 16.4 and subject to statutory insurance limitations, per incident and/or individual.

Section 16.2 Legal Representation

Employees shall have legal representation, by Employer, in any civil cause of action brought against an Employee, resulting from or arising out of their performance of duties, other than for Will County Merit Commission hearings.

Section 16.3 Cooperation

Employees shall cooperate with Employer during the course of any investigation, administrative hearing or litigation, in which the Employer may be required to provide the Employee a defense and/or indemnify the Employee. In the event there is a legal conflict between the Employee's interests and the Employer's interests, in the defense of any matter, the Employee shall cooperate with the attorney assigned to defend said Employee as a result of the legal conflict.

Section 16.4 Applicability

The Employer shall provide the protection, set forth in Section 16.1 and 16.2 above, so long as Employees are acting within the scope of their employment and cooperate as defined in section 16.3 above in defense of the action(s) or claim(s).

ARTICLE XVII
EMPLOYEE TRAINING

Section 17.1 Employee Development

17.1.1 The intent of this program is to expand the competence, knowledge, skills and abilities of Employees in order to enhance their effectiveness and efficiency and thereby improve their present duty performance, as well as promote their potential and preparedness for organizational advancement.

17.1.2 Basis of Participation:

- (1) Must be job related
- (2) Requested by the Employee to be taken off-duty
- (3) Restricted by established appropriate limitations, budgetary constraints, and operational considerations and requirements.
- (4) Must be approved, in advance, by the Employer
- (5) Attendance must be verified
- (6) Receipts are required for reimbursement, to the established maximum allowed
- (7) Allowed for individual credit as well as degree completion programs
- (8) Must not interfere with performance of the Employee's assigned duties
- (9) Authorized solely at the discretion of the Employer
- (10) Members shall be reimbursed, upon completion of each individual class, course or seminar, as certified by a grade, certificate or written notification by the program sponsor.

17.1.3 Allowed Expense Reimbursement:

- (1) Tuition
- (2) Fees
- (3) Equipment
- (4) Books

17.1.4 Percentage Reimbursement Basis:

<u>Amount</u>	<u>Grade/Eval</u>	<u>GPA/OPI</u>	<u>Pass/Fail</u>
100%	A/94-100	4	Pass
75%	B/87-93	3	N/A
50%	C/80-86	2	N/A
0%	Other	0	Fail

17.1.5 Employees who fail to maintain the standard Grade/Evaluation and Grade Point Index indicated below, shall be ineligible to request further participation in this program, until after they achieve such standard entirely at their expense:

(1) Undergraduate Programs:

- i. Grade/Evaluation: C/80-86
- ii. GPA/QPI: 2

(2) Graduate Programs:

- i. Grade/Evaluation: B/87-93
- ii. GPA/QPI: 3

17.1.6 Employees participating in degree-completion programs shall:

- (1) Only be eligible for expense reimbursement for those courses which the Employer deems to be job related.
- (2) Incur a service obligation to the Employer, upon receipt of the related degree, based on the extent of the Employer's reimbursement as follows:
 - i. Reimbursement degree credits, divided by total degree credits, equals the extent of obligation percentage.
 - ii. Extent of obligation percentage, multiplied by the following, equals the service obligation incurred:
 - (a) Undergraduate degrees:
Associate's - 18 months
Associate's to Bachelors - 18 months Four
(4) Year Bachelor's-36 months.
 - (b) Graduate (Master's) Degree-24 months.
 - (c) Be unable to advance to another degree completion program until any existing service obligation has been fulfilled.
 - (d) Be released from any incurred obligation in the event of termination or, if laid off, the obligation shall be suspended, pending recall.
 - (e) Be able to obtain release from their incurred service obligation by repaying the Employer an amount equal to the total reimbursement received, multiplied by the unfulfilled service obligation percentage.

Section 17.2 Degree Stipend

Employees who have a bachelor's degree from an accredited college or university shall receive an annual stipend of five hundred (\$500) dollars, to be paid in a lump sum of the first pay period of January.

ARTICLE XVIII
MANAGEMENT
RIGHTS

Section 18.1 Rights Residing in Management

Except as limited by the express language of this Agreement the Employer retains the exclusive right to manage the operations, determine its policies, budget and operations, the manner of exercise of its statutory functions and the direction of its working forces, including, but not limited to the rights to hire, promote, demote, transfer, allocate and assign Employees; to discipline, suspend and discharge to lay off or relieve Employees from duty, because of lack of work or other legitimate reasons; to determine the size and composition of the work force; to make and enforce reasonable rules of conduct and regulations; to maintain discipline, order and efficiency to determine the departments, divisions and sections and work to be performed therein; to determine the number of hours of work and shift per work week; to establish and change work schedules and assignments; to introduce new methods of operation; to eliminate, contract, and relocate, transfer work and maintain efficiency.

Section 18.2 Statutory Obligations

Nothing in this Agreement shall be construed to modify, eliminate or detract from the statutory responsibilities and obligations of the Employer, except that the exercise of its rights in the furtherance of such statutory obligations shall not be in conflict with provisions of this Agreement.

ARTICLE XIX
WAGES

SERGEANTS		FY017	FY18	FY19	FY20	FY21
CURRENT		12/1/2016	12/1/2017	12/1/2018	12/1/2019	12/1/2020
		1.5%	1.5%	2.0%	2.5%	3.0%
SGT1	\$ 88,154	\$ 89,476	\$ 90,818	\$ 92,635	\$ 94,951	\$ 97,799
SGT2	\$ 90,335	\$ 91,690	\$ 93,065	\$ 94,927	\$ 97,300	\$ 100,219
SGT3	\$ 92,571	\$ 93,960	\$ 95,369	\$ 97,276	\$ 99,708	\$ 102,699
SGT4	\$ 94,864	\$ 96,287	\$ 97,731	\$ 99,686	\$ 102,178	\$ 105,243
SGT5	\$ 97,214	\$ 98,672	\$ 100,152	\$ 102,155	\$ 104,709	\$ 107,850
SGT6	\$ 99,621	\$ 101,115	\$ 102,632	\$ 104,685	\$ 107,302	\$ 110,521
SGT7	\$ 102,089	\$ 103,620	\$ 105,175	\$ 107,278	\$ 109,960	\$ 113,259
SGT8	\$ 107,152	\$ 108,759	\$ 110,391	\$ 112,598	\$ 115,413	\$ 118,876

LIEUTENANTS		12/1/2016	12/1/2017	12/1/2018	12/1/2019	12/1/2020
CURRENT		1.5%	1.5%	2.0%	2.5%	3.0%
LT1	\$ 96,990	\$ 98,445	\$ 99,922	\$ 101,920	\$ 104,468	\$ 107,602
LT2	\$ 99,391	\$ 100,882	\$ 102,395	\$ 104,443	\$ 107,054	\$ 110,266
LT3	\$ 101,853	\$ 103,381	\$ 104,932	\$ 107,030	\$ 109,706	\$ 112,997
LT4	\$ 104,377	\$ 105,943	\$ 107,532	\$ 109,682	\$ 112,424	\$ 115,797
LT5	\$ 106,965	\$ 108,569	\$ 110,198	\$ 112,402	\$ 115,212	\$ 118,668
LT6	\$ 109,616	\$ 111,260	\$ 112,929	\$ 115,188	\$ 118,067	\$ 121,609
LT7	\$ 112,334	\$ 114,019	\$ 115,729	\$ 118,044	\$ 120,995	\$ 124,625
LT8	\$ 117,908	\$ 119,677	\$ 121,472	\$ 123,901	\$ 126,999	\$ 130,809

For Sergeants and Lieutenants:

FY-2017 wages retroactive to December 1, 2016, FY-2018 wages retroactive to December 1, 2017 for all employees as of the adoption of the agreement or for employees who have retired during FY2017 and FY2018.

All step movement to occur on December 1 of each year.

ARTICLE XX
TERM AND EFFECT

Section 20.1 Guarantee of Terms

21.1.1 The Employer shall immediately submit this Agreement to the Will County Sheriff for ratification and to the Will County Board for enactment by Resolution.

21.1.2 Such action, by the Employer, shall commit the County of Will to enact no subsequent Resolutions, Ordinances, Executive or General Orders, or other rules and regulations, having the force and effect of law, which would impair the binding effect or otherwise make unenforceable the terms of this Agreement.

Section 20.2 Savings Clause

If any provisions of this Agreement or the application of any such provision, should be rendered or declared invalid, by any Court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision(s) shall be open to immediate negotiations.

Section 20.3 Effective Period

21.3.1 The provisions of this Agreement shall be effective from upon its adoption by the parties through November 30, **2021** inclusively.

21.3.2 This Agreement shall automatically be renewed, from year to year thereafter, unless either party shall notify the other, in writing, ninety (90) calendar days, prior to its termination date or to the anniversary date thereof, that they desire to amend or modify this Agreement.

Section 20.4 Continuation

21.4.1 In the event that notice to amend or modify this Agreement is given and received, negotiations shall begin no later than sixty (60) calendar days prior to the termination date or the anniversary date thereof.

21.4.2 This Agreement shall remain in full force and effect during the period of negotiations or until notice of termination of this Agreement is provided by either or both of the parties, in the manner set forth in Section 20.5.

Section 20.5 Termination

21.5.1 In the event that either or both of the parties desire to terminate this Agreement, written thereof notice must be provided not less than one hundred and twenty (120) days prior to the termination date or to the anniversary date thereof.

21.5.2 Under no circumstances shall this Agreement be terminated prior to November 30, **2021**, or prior to the expiration date of any renewal thereof.

21.5.3 In the event that either of the parties desires to terminate this agreement as provided, then all terms contained herein shall be the proper subject of renegotiations and the parties shall meet and commence renegotiations no later than ninety (90) days prior to the expiration of this agreement.

Section 20.6 Applicable Law

This Agreement is subject to, and shall be interpreted in conjunction with the Illinois Public Labor Relations Act, and Rules and Regulations promulgated pursuant thereto.

ARTICLE XXI
EXECUTION

The undersigned, acknowledge that Arbitrator Steven Bierig issued his Stipulated Award by his signature and the authorized agents for the parties, namely Board of the County of Will, Sheriff of Will County and the Metropolitan Alliance of Police Will County Sheriff's Police Management Association Chapter #123 representing employees covered by this agreement, do hereby acknowledge this award and set forth our hands on the dates stated below:

Arbitrated Award issued effective December 1, 2016 by Arbitrator Steven Bierig.

Steven Bierig

Digitally signed by Steven Bierig
DN: cn=Steven Bierig, o=Steven M. Bierig -
Attorney-Arbitrator-Mediator, ou,
email=arb438@comcast.net, c=US
Date: 2018.09.26 18:41:55 -05'00'

ARBITRATOR STEVEN BIERIG

Acknowledged:

County of Will

By: Lawrence M. Walsh
Lawrence M. Walsh,
County Executive, as presiding
Official of the Will County Board

Date: October 15, 2018

Sheriff of Will County

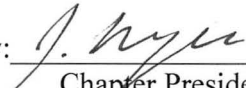
By: Mike Kelley
Mike Kelley, Sheriff

Date: 10-11-18

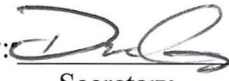
Metropolitan Alliance of Police

By: 
Keith George, President

Metropolitan Alliance of Police Will County Sheriff's Police Management Association Chapter #123

By: 
Chapter President

Date: 10/04/18

By: 
Secretary

Date: 10/4/18

APPENDIX A (Discipline)

THE EMPLOYEE IS TO EXECUTE ONE, BUT NOT BOTH, OF THE FOLLOWING OPTIONS IN ORDER TO ELECT THE FORUM IN WHICH TO CONTEST DISCIPLINE:

OPTION 1: ELECTION TO USE THE GRIEVANCE/ ARBITRATION PROCEDURE:

ELECTION, WAIVER AND RELEASE TO USE GRIEVANCE/ARBITRATION WITH REGARD TO DISCIPLINE WHICH WOULD OTHERWISE BE SUBJECT TO THE JURISDICTION OF THE WILL COUNTY SHERIFF’S OFFICE MERIT COMMISSION

I, _____, being proposed for discipline by the Sheriff (including suspension from duty with or without pay, disciplinary reduction in rank or termination of employment) hereby elect to pursue a grievance over such discipline according to the appropriate provisions of the collective bargaining agreement between the County of Will/Will County Sheriff, and the Metropolitan Alliance of Police. I agree that such grievance shall be my sole remedy to the exclusion of other remedies available to me under Illinois law, including, but not limited to, the Sheriff’s Merit System Law (55 ILCS 5/3-8001 et seq.), as amended

I acknowledge that by making this election of remedy I am waiving the rights and remedies of any alternative review or appeal procedure available to me, such as provided for under any Illinois law, rule or regulation, including, but not limited to, the Sheriff’s Merit System Law (55 ILCS 5/3-8001 et seq.), as amended, in favor of the rights and remedies afforded to me under the provisions of the collective bargaining agreement between the County of Will/Will County Sheriff, and the Metropolitan Alliance of Police. Furthermore, I acknowledge and agree that execution of the Election, Waiver and Release shall be a prerequisite to processing of any grievance concerning the proposed discipline of me by the Sheriff. By selecting the grievance process alternative, I acknowledge my understanding that the Sheriff has the right to unilaterally impose the proposed discipline immediately, subject to possible later modification or reversal by an arbitrator should I or the Union choose to pursue a grievance through arbitration.

By election to file a grievance over my suspension or discharge, I hereby release the County of Will, Will County Sheriff, the Will County Sheriff’s Office Merit Commission and the Metropolitan Alliance of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

Signed this _____ day of _____, 20__.

By: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public, Illinois
My commission expires _____

Received by the Sheriff's Office: _____, 20__

OPTION 2: ELECTION TO HAVE A HEARING BEFORE THE WILL COUNTY SHERIFF'S OFFICE MERIT COMMISSION AND TO WAIVE GRIEVANCE/ ARBITRATION:

ELECTION, WAIVER AND RELEASE TO HAVE A HEARING BEFORE THE WILL COUNTY SHERIFF'S OFFICE MERIT COMMISSION AND TO WAIVE THE GRIEVANCE/ARBITRATION PROCEDURE

I, _____, being proposed for discipline by the Sheriff (including suspension from duty with or without pay, disciplinary reduction in rank or termination of employment) hereby elect to have a hearing over such discipline before the in accordance with their rules and the laws of the State of Illinois. I agree that such hearing shall be my sole remedy to the exclusion of other remedies available to me, including but not limited to, the grievance/ arbitration procedures of the collective bargaining agreement between the County of Will/Will County Sheriff, and the Metropolitan Alliance of Police.

I hereby acknowledge that charges will be filed with the requesting my suspension without pay or my termination with the Will County Sheriff's Office Merit Commission.

By election to have a hearing before the Will County Sheriff's Office Merit Commission over my suspension or discharge, I hereby release the County of Will, Will County Sheriff, the Will County Sheriff's Office Merit Commission and the Metropolitan Alliance of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

Signed this _____ day of _____, 20__.

By: _____

Subscribed and sworn to before me this day of _____, 20__.

Notary Public, Illinois
My commission expires _____

Received by the Sheriff's Office: _____, 20__

**APPENDIX B
COUNTY HEALTH PLAN**

[Effective March 1, 2019] ¹

MAP123

Medical Benefits: At-a-Glance Summary

	Blue Cross Blue Shield of Illinois				Blue Advantage
	HDHP-HSA Medical Plan		PPO Plan		HMO Plan
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network Only
HSA Employer Contribution					
Individual	\$1,350		Not available		Not available
Family	\$2,700				
Annual Deductible			Salary < \$50,000	Salary > \$50,000	
Individual	\$1,350		\$350	\$500	None
Family	\$2,700		\$700	\$1,000	None
Out-of-Pocket - Includes Deductibles, Copays, and Coinsurance					
Maximum*					
Individual	\$3,000	\$5,625	\$2,000	\$5,625	\$2,000
Family	\$6,000	\$11,250	\$4,000	\$11,250	\$4,000
Lifetime Maximum	Unlimited				
Co-Insurance**	85%	60%	85%	60%	100%
Physician Care Office Visits					
PCP Copay / Coinsurance	85%	60%	85%	60%	\$20 copay
Specialist Copay / Coinsurance	85%	60%	85%	60%	\$30 copay
Preventive Care***	100% covered	Not covered	100% covered	Not covered	100% covered
Hospital Services					
In-patient Hospital#	85%	60%	85%	\$400 per admission (limit 2 per year) then, 60%	\$125 copay per day for the first 2 days per Plan Year, then 100%
Out-Patient Hospital	85%	60%	85%	60%	\$50 copay, then 100%
Emergency Services					
Hospital Emergency Room	\$150 copay, then 85%	\$150 copay, then 60%	\$150 copay, then 85%	\$150 copay, then 60%	\$150 copay, then 100%
Urgent Care	85%	60%	85%	60%	100%
Prescription Drugs					
	Subject to deductible, then:		In-Network	Out-of-Network	In-Network Only
Retail (30-day supply)					
Generic	85%	25%	\$10 copay	25%	\$10 copay [†]
Brand Formulary	85%	coinsurance	\$25 copay	coinsurance	\$25 copay [†]
Brand Non-Formulary	85%	plus copay	\$45 copay	plus copay	\$45 copay [†]
Mail Order (90-day supply)					
Generic	85%		\$20 copay		\$20 copay
Brand Formulary	85%	Not available	\$50 copay	Not available	\$50 copay
Brand Non-Formulary	85%		\$90 copay		\$90 copay
Coverage Tiers	Bi-Weekly Per-Paycheck Pre-Tax Deductions				
Employee Only	3% of base pay				
Family	4% of base pay				
	Rates do not include the additional \$125 monthly premium surcharge levied as a result of non-participation in the County's Employee Health & Wellness Program ~ Will Be Well. The wellness premium surcharges run from July 1st - June 30th				

* Includes annual deductible, coinsurance, and copays.

** Subject to deductible.

*** In-network routine preventive care (e.g., annual physical, immunizations, well women exam, mammograms) not subject to deductible.

† A 90-day retail supply can also be obtained with the same mail order copays under the HMO Plan.

\$700 MSA penalty for failure to pre-authorize hospital admission—HDHP-HSA and PPO Medical Plans.

¹ A "Special Enrollment" will take place January 14, 2019 through January 18, 2019, and the new Plan becomes effective on March 1, 2019.

When both spouses work for the County, the one with the longest continuous service covers the family.

**APPENDIX C
TWELVE-HOUR SHIFT**

The provisions of the General Agreement will be followed except as noted below:

1. The normal workday will be 12 hours. Each work cycle will consist of two consecutive weeks, totaling 80 hours of time on duty.
2. Each work cycle will contain one short shift, consisting of one 8 hour and six 12 hour shifts.
3. Sergeants and Lieutenants who work in excess of 80 hours in a 14 day work cycle will receive overtime pay. Overtime will continue to be paid at the rate of 1 ½ times the regular rate of pay.
4. All benefit hours, including sick, holiday, vacation and personal time, will be converted to hours (i.e. 3 sick days would be converted to 24 hours of sick time), and will continue to accrue on an 8 hour basis wherever the Collective Bargaining Agreement provides for one day of accrued time.
5. In the event a Sergeant and/or Lieutenants attends a training course during the work cycle, the Sergeant and the watch commander will work out the remaining schedule to ensure the Deputy works 80 hours during the work cycle.
6. Each shift will consist of 2 teams, Team 1 and Team 2. Due to rotating days off between the 2 teams, Team 1 will not have the same days off as Team 2. Because teams don't share common days off, personnel shortages can be avoided. (A sample schedule is attached to this Agreement.)
7. No more than one Sergeant and Lieutenant per Team may be off on vacation per day.
8. The parties agree that this schedule will be implemented as soon as practical after December 1, 2018.

