

AGREEMENT
BETWEEN
THE COUNTY OF DEKALB
THE DEKALB COUNTY SHERIFF
AND
METROPOLITAN ALLIANCE OF POLICE
DEKALB COUNTY SHERIFF'S POLICE CHAPTER #318

January 1, 2019 through December 31, 2022

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PREAMBLE

This agreement is made and entered into between the Sheriff of DeKalb County and the DeKalb County Board, DeKalb County, Illinois, (hereinafter referred to as the "Employer") and the Metropolitan Alliance of Police, DeKalb County Sheriff's Office Chapter #318 (hereinafter referred to as the "Chapter").

It is the purpose of this agreement and it is the intent of the Parties hereto to establish and promote mutual harmonious understanding and relationships between the Employers and the Chapter and to promote departmental efficiency and effectiveness to establish wages, hours, standards and other terms and conditions of employment of personnel covered by this agreement.

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

**ARTICLE I.
RECOGNITION**

Section 1.1 Recognition

DeKalb County and DeKalb County Sheriff (hereinafter referred to as the Employers") recognizes the Metropolitan Alliance of Police ("hereinafter referred to as the Chapter") as the sole and exclusive collective bargaining representatives for all full time non-administrative personnel of the DeKalb County Sheriff's Office below the rank of Lieutenant (hereinafter collectively referred to as "Employee"), excluding probationary Employees employed by the Employers in its Sheriff's Office.

Section 1.2 Probationary Period

The normal probationary period shall consist of eighteen (18) months of actual presence during active duty. Consequently, time absent from duty or not served, for any reason, shall not apply toward satisfaction of the probationary period. During the probationary period an Employee is not entitled to any rights, privileges or benefits under this Agreement.

**ARTICLE II.
NON-DISCRIMINATION**

Section 2.1 Non Discrimination

In accordance with applicable federal and state law, neither the Employer nor the Chapter shall discriminate against Employees because of race, color, sex, age, religion, disability, national origin of the Employee, or Chapter membership or non-membership.

Section 2.2 Use of Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

**ARTICLE III.
NO STRIKE**

Section 3.1 No Strike Clause

Neither the Union nor any Employee will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, or other concerted refusal to perform duties by any Employee or Employee group, or the concerted interference with, in whole or in part, the full, faithful and proper performance of the duties or employment with the Employers. Neither the Union nor any Employee shall refuse to cross any picket line, by whoever established.

Section 3.2 No Lockout

The County will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter.

Section 3.3 Union Responsibility

In the event of action prohibited by paragraph 1, 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. The Chapter, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this section.

Section 3.4 Discipline of Strikers

Any Employee who violates the above provision shall be subject to disciplinary action up to and including discharge, and statutory penalties. Any action taken by the Employer against any Employee who participates in any action prohibited by the above Sections shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure.

**ARTICLE IV.
DUES CHECKOFF AND FAIR SHARE**

Section 4.1 Dues Check off

During the term of this Agreement the Employer will deduct from each employee's biweekly paycheck the uniform, regular Metropolitan Alliance of Police dues for each employee in the bargaining unit who has filed with the Employer a lawfully written authorization form. The County shall remit such deductions monthly to the Illinois Metropolitan Alliance of Police at the address designated by the Chapter.

The actual dues amount deducted, as determined by the Metropolitan Alliance of Police, shall be uniform for each employee in order to ease the Employer's burden in administering this provision.

If any employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Metropolitan Alliance of Police shall be responsible for collection of dues. The Metropolitan Alliance of Police agrees to refund to the employee any amounts paid to the Metropolitan Alliance of Police in error on account of this dues deduction provision.

Section 4.2 Indemnification

The Metropolitan Alliance of Police shall indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of such provisions, except if such action is initiated or prosecuted by the Employer(s).

**ARTICLE V.
MANAGEMENT RIGHTS**

Section 5.1 Management Rights

The Employers have and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employers shall include, but not be limited to, rights:

- A. to determine the organization and operations of the DeKalb County Sheriff's Office;
- B. to determine and change purpose, composition and function of each of its constituent departments, and subdivisions;
- C. to set standards for the services to be offered to the public;
- D. to direct the Employees of the DeKalb County Sheriff's Office, including the right to assign work and overtime;
- E. to hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule Employees;
- F. to increase, reduce or change, modify or alter the composition and the size of the work force, including the right to relieve Employees from duties because of lack of work or funds or other proper reasons;
- G. to contract out work when essential in the exercise of police powers;
- H. to establish work schedules and to determine the starting and quitting time, and the number of hours to be worked;
- I. to establish, modify, combine or abolish job positions and classifications;
- J. to add, delete or alter methods or operations, equipment of facilities;
- K. to determine the location, methods, means and personnel by which operations are to be conducted including the right to determine whether goods and services are to be made, provided or purchased;
- L. to establish, implement and maintain an effective internal control program;
- M. to suspend, demote, discharge, or take other disciplinary action against Employees for just cause; and
- N. to add, delete, or alter policies, procedures, rules and regulations.

Inherent managerial functions, prerogative and policy making rights, whether listed above or not, which the Employers have not expressly restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein, provided that no right is exercised contrary to or inconsistent with other terms of this Agreement.

**ARTICLE VI.
LAY-OFF/RECALL**

Section 6.1 Layoff

Where there is an impending layoff with respect to the Employees in the bargaining unit, the Employer shall inform the Employee(s) to be laid off at least two weeks in advance of that lay off. Employees shall be laid off in accordance with their seniority. The Employees with the least amount of seniority shall be laid off first. In the event a Sergeant position is subject to layoff under this Article, the affected employee shall retain his department seniority for the purpose of displacing the least senior person in the deputy ranks. In the event a Communications Officer is subject to layoff under this Article, that position will be filled with the least senior previously certified Communications deputy who is in another division. All the Employees shall receive notice in writing of the layoff at least 14 days in advance of the effective date of such layoffs.

Pursuant to 55 ILCS 5/3-8010 Sheriffs Merit Commission, any assignment with the Sheriff's Office must comply with Merit Commission rules and regulations for Certification of Applicants.

Any Employee who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled based on the classification of the vacancy and the seniority list from which laid off.

Section 6.2 Recall

Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall Employees who are still on the list shall be called in the inverse order of their layoff. The Employee must notify the Sheriff or his designee of his intention to return to work within 7 days of receiving notice of recall. If any Employee fails to timely respond to the recall notice his name shall be removed from the recall list.

**ARTICLE VII.
RESOLUTION OF IMPASSE**

Section 7.1 Mediation

If in any case of a dispute between the Employers and the Chapter the collective bargaining process reaches an impasse with the result that said Employers and Chapter are unable to effect a settlement, then either party to the dispute shall notify the other party in writing that an impasse exists. A written request for a mediator signed by both Parties shall be submitted to the Federal Mediation and Conciliation Service. The Federal Mediation and Conciliation Service shall be requested to supply a mediator. The mediator shall meet with the Parties or their representatives, or both, forthwith, whether jointly or separately, and shall take such steps as he may deem appropriate to persuade the Parties to resolve their differences and effect a mutually acceptable agreement.

Non-disciplinary, pre-contract dispute that are unresolved in mediation shall be resolved through the interest arbitration provisions of the Illinois Public Labor Relations Act.

Section 7.2 Interest Arbitration

The resolution of any bargaining impasse for a successor agreement shall be in accordance with the provisions of the Illinois Public Labor Relations Act.

**ARTICLE VIII.
GRIEVANCE PROCEDURES**

Section 8.1 Grievance Definition

A grievance shall be defined as any dispute or difference between Employers and the Chapter or any Employee(s) with respect to the meaning, interpretation or application of the provisions of this Agreement or arising out of circumstances and conditions of employment including disciplinary decisions that result in a suspension, discharge or reduction of rank.

Section 8.2 Grievance Procedure

Any grievance filed by an Employee covered by this Agreement shall be filed on the grievance form attached as Schedule D in accordance with the provisions herein. Grievance involving alleged violations of this Agreement may be processed on behalf of an Employee, group of Employees or the Chapter itself, by the Chapter. A Chapter representative will, at the Employee's request, be involved with or represent the Employee(s) at any step within the grievance procedure.

If, at any step within the grievance procedure, the Employer fails to respond within the time limits herein set forth, the Employee(s) may appeal the grievance to the next step within five (5) additional calendar days. The time limits herein set forth may be extended by mutual consent of both Parties. The Parties agree that the employee's right to appeal a disciplinary suspension, demotion or discharge decision will not limit the Employer's right to implement the decision.

PROCEDURES

Step 1: Within fifteen (15) calendar days after the first occurrence, or within fifteen (15) calendar days after the Employee through the use of reasonable awareness should become aware of the circumstance(s) or condition(s) causing a grievance, the Employee(s) or Chapter representative (subject to the limitations in paragraph 2 of these procedures) shall orally present the grievance to the immediate supervisor. The immediate supervisor shall provide an oral answer within ten (10) calendar days after such presentation.

Step 2: If the grievance is not settled in Step 1 and the Employee(s) or the Chapter wish to appeal the grievance to Step 2, it shall be referred in writing within five (5) additional calendar days to the Division Commander. The written grievance shall be signed by the Employee and a Chapter representative and shall define the grievance, the provisions of this Agreement which the Employers are alleged to have violated, if applicable, and the relief requested. Improper form or provision citation shall not be grounds for denial of the grievance. The Division Commander shall discuss the grievance with the Employee(s) and a Chapter representative at a time mutually agreeable to the Parties within ten (10) calendar days. If no settlement is reached, the Division Commander shall provide the Employee(s) and/or the Chapter a written answer to the grievance within ten (10) calendar days following the meeting.

Step 3:

If the grievance is not settled in Step 2 and the Employee(s) or Chapter wish to appeal the grievance to Step 3, it shall be referred in writing to the Sheriff within five (5) calendar days after the division commander's response in Step 2. The Sheriff shall discuss the grievance with the Chapter representative and the Employee(s) at a time mutually agreeable to the Parties within ten (10) calendar days. The Sheriff shall provide the employee(s) and the Chapter written answer to the grievance within ten (10) calendar days following the meeting. At this time the Sheriff may call a conference including management and representatives of the Chapter to determine if the County Board is the party to whom the grievance should be directed. If this in fact is found to be the case, the Sheriff would forward the grievance to the County Board Chairman, who shall provide a written answer to the Chapter within forty-five (45) calendar days.

Step 4:

Any grievance, as defined in this Article, that has been properly and timely processed through the grievance procedure set forth in Article VIII of this Agreement, and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Chapter serving the Employers with written notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section within ten (10) calendar days after the written answer of the Employers at Step 3 of the grievance procedure set forth in Article VIII of this Agreement shall constitute a waiver of the Chapter's right to appeal to arbitration, and the written answer of the Employer at Step 3 of the grievance procedure shall be final and binding on the aggrieved Employee, the Employers, and the Chapter.

No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) calendar days after the occurrence of the event giving rise to the grievance or within ten (10) calendar days after the Employee, or the Chapter, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance. In the case of disciplinary action that involves a demotion, suspension or discharge, the occurrence of the event that begins the ten (10) day period is the date of issuance of the notice of disciplinary suspension, demotion, or discharge. If a grievance is not presented within the time limits set forth above, it shall be considered "waived".

Section 8.3 Selection of Arbitrator

Not later than ten (10) calendar days after the Chapter serves the Employers with written notice of intent to appeal a grievance to arbitration, the Employer and the Chapter shall jointly request the Federal Mediation and Conciliation Service (FMCS) to furnish to the Employer and the Chapter, a list setting forth a minimum of seven (7) impartial and qualified individuals who are willing and available to function as an impartial arbitrator in the present dispute. The panel members shall have a business office in Illinois, Indiana, Iowa, or Wisconsin. Within ten (10) calendar days after receipt of that list by the Employer and the Chapter, the Employer and the Chapter shall alternately strike names from the list, until only (1) name remains. The arbitrator whose name remains shall hear the grievance. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Chapter, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Chapter representative shall be notified of the issue where mutually agreed by the Parties.

Section 8.4 Arbitrator's Jurisdiction

The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Employer and the Chapter. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement: to impose on either party a limitation or obligation not explicitly provided for in this Agreement: or to establish or alter any wage rate or wage structure. The arbitrator shall not hear or decide more than one (1) grievance at the same time without the mutual consent of the Employer and the Chapter. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on the aggrieved Employee, the Chapter and the Employer.

Section 8.5 Grieve and Arbitrate Discipline.

An Employee covered by this Agreement may elect to grieve a disciplinary decision by the Sheriff or his designee to reduce a rank, suspend or discharge an Employee for any period of time, the affected Employee, with MAP's approval, may refer, in writing, the grievance of such discipline to arbitration, within seven (7) calendar days of receipt of the Sheriff's or his/her designee's written notification of such disciplinary action/decision. It is understood and agreed to by the Parties that disciplinary action (including a reduction of rank) cannot be appealed to the DeKalb County Sheriff's Merit Commission.

- A. In the event that the Parties are unable to agree upon an arbitrator, the party requesting arbitration shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are all members of the National Academy of Arbitrators and said panel shall include arbitrators from Illinois, Indiana, Iowa and Wisconsin. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted, with the rejecting party to bear the costs associated with obtaining a new panel. Both the Sheriff and the Chapter shall alternately strike names from the panel. The party requesting arbitration shall strike first. The remaining person shall be the arbitrator.

- B. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and the Sheriff's representatives.
- C. The Sheriff and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Sheriff and the Union retain the right to employ legal counsel.
- D. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the Parties, whichever is later, unless the Parties agree to an extension.
- E. The amount of evidence necessary to establish cause shall be preponderance of the evidence.
- F. Notwithstanding any other provision in this Agreement, the arbitrator shall apply a cause standard to disciplines involving suspensions of ten (10) days or greater, including legal precedents interpreting and applying cause.
- G. A substantial shortcoming standard shall apply to termination and demotion matters, and is defined as detrimental to the good order of the Sheriff's Office and sound public opinion recognized as good cause for termination of employment or demotion.
- H. More than one grievance may be submitted to the same arbitrator, if both Parties mutually agree in writing.
- I. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Sheriff and the Union, provided, however, that each party shall be responsible for compensating its own representatives and witnesses.
- J. Any ruling of an arbitrator shall be subject to judicial review in the courts of Illinois pursuant to the Illinois Uniform Arbitration Act.

Section 8.6 Fees and Expenses of Arbitrator

The fee and expenses of the Arbitrator shall be divided equally by the Employer and the Chapter. The Employer shall be responsible for compensation of the Employee grievant(s) and the Employee witness(es) that are necessary to the arbitration process; provided, however, that said compensation shall be given only during arbitration proceedings that occur during the regularly scheduled work hours of the Employee(s).

The arbitrator's award shall be made within sixty (60) calendar days after the conclusion of the arbitration hearing or the submission of briefs by the Parties, whichever is later, unless the Parties agree to an extension. The award shall be in writing and signed by the arbitrator. The arbitrator shall deliver a copy to each party personally or by certified mail, unless the Arbitrator and the Parties all agree otherwise.

**ARTICLE IX.
DISCIPLINARY PROCEDURES**

Section 9.1 Discipline and Investigations

No non-probationary Employee covered by this Agreement shall be disciplined without just cause.

Section 9.2 Levels of Discipline

The Sheriff 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:

- A. Oral reprimand.
- B. Written reprimand.
- C. Suspension - per current practice
- D. Reduction of rank –per current practice
- E. Discharge – per current practice

Section 9.3 General Employee Rights

The Illinois Uniform Peace Officers Disciplinary Act (UPODA), 50 ILCS 725/1 et. seq. as amended, is hereby adopted by reference.

Section 9.4 Relieved From Duty

Nothing in this Section shall prevent the Sheriff 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 the Sheriff initiates disciplinary reduction in rank, suspension, discharge, and/or other activity as provided for in this Agreement, or by applicable law.

Section 9.5 Sheriff's Merit System Act

The rights secured to Employees are the Employer under this Agreement shall not be construed to negate or diminish an Employee's right under the Sheriff's Merit System Laws (55 ILCS 5/3-8001), except as specifically modified by the terms and conditions of this Agreement more specifically at Section 8.5 herein.

Section 9.6 Officer involved Shooting

50 ILCS 727/1-25 mandates the Employer enact a policy requiring all officers involved in an “officer involved shooting” (“OIS”) to be subject to drug and alcohol testing prior to the end of his or her shift. 50 ILCS 727/1-25 defines an “officer involved shooting” as any instance when a law enforcement officer discharges his or her firearm, causing injury or death to a person or persons, during the performance of his or her official duties or in the line of duty. See Side Letter at Exhibit E.

ARTICLE X.
LABOR MANAGEMENT CONFERENCES

Section 10.1 Labor Management Meetings

The Chapter and the Employer mutually agree that, in the interest of efficient management and harmonious employee relations, labor-management meetings will be held, if mutually agreed upon, between no more than three (3) Chapter representatives and no more than three (3) Administrative representatives of the Employer. Either party may request such meetings 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 specific agenda for such conference. Such conferences, times and locations, if mutually agreed upon, shall be limited to:

- A. Discussion of the implementation and general administration of the agreement.
- B. A sharing of general information of interest to the Parties.

It is expressly understood and agreed that such conferences 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 conferences.

Attendance at labor-management conferences shall be voluntary on the employee's part. Attendance at such conferences shall not interfere with required duty time and attendance, if during duty time, is permitted only upon prior approval of the Division Commander.

**ARTICLE XI.
PERSONNEL FILES**

Section 11.1 Personnel Files and Notice of Disciplinary Action

There shall be one (1) official Employee Personnel File maintained in the Sheriff's Office in relation to each Employee. Such file shall include (by way of illustration and not limitation), written evaluations, letters, memoranda, reports, and other materials bearing on the quality of the Employee's professional service.

An Employee may inspect the contents of his file at reasonable times, upon request to Sheriff's Secretary with a twenty-four (24) hour notice. Personnel files must remain in Sheriff's Office. Employees shall receive copies of those materials placed in the file which are required by law to be furnished to them, and may, if they desire, add materials to the files explaining or refuting materials contained there.

Section 11.2 Purge of Personnel Files

Parties agree that should an Employee receive a written reprimand or an oral reprimand which has been reduced to writing, and further should said document be filed in the Employee's personnel file, then the Parties agree that should the Employee not receive any further written reprimands or oral reprimands reduced to writing, for a period of thirty-six (36) consecutive months, then upon the Employee's written request his personnel file shall be purged of the previous written reprimand or oral reprimand reduced to writing

Section 11.3 Written Evaluations

Written evaluations shall be prepared by the Employee's immediate supervisor and reviewed by the Employee's Division Commander. Such evaluation shall coincide with shift assignments at the conclusion of each four (4) month period or the current rotation period in use; however, said evaluations shall be completed no less than twice annually. Each evaluation will be accomplished by the use of the most current evaluation form and criteria authorized by the Sheriff. The evaluation shall be discussed with the Employee and the Employee shall, before the evaluation is put into the Employee's personnel file, be given a copy of the evaluation. The Employee shall sign the evaluation as recognition of having read and discussed it. Such signature shall not necessarily constitute agreement with the evaluation. Employees shall be allowed to add written comments on any section of the evaluation. This will be done on a separate form, which shall be signed by the Employee. Personnel Records Act.

The Employer further agrees to comply with the provisions of 820 ILCS 40/4 et. seq. (Personnel Records Review Act).

**ARTICLE XII.
BULLETIN BOARDS**

Section 12.1 Bulletin Board

The Employer agrees to furnish bulletin board and space of approximately 48 x 48 inches in the East hallway, first floor of the Public Safety Building, for the posting of Chapter notices relating to regular Chapter business. Such notices shall not be political or partisan in nature and shall not defame the Employer or an individual employed by the Sheriff's Office. While not limited to the following, notices shall be such as: Chapter meetings, Chapter elections and appointments, results of Chapter elections, recreational, social and educational programs. All posted notices shall be signed by an Employee of the Chapter.

**ARTICLE XIII.
WAGES AND MISCELLANEOUS COMPENSATION**

Section 13.1 Wage Schedule

Wages shall be increased for fiscal years 2019-2022 as reflected in Schedule B attached hereto and made part hereof. Employees shall move to Step 1 on either January 1 or July 1 immediately following their first anniversary of employment. Thereafter, said date (January 1 or July 1) shall become the anniversary date for subsequent step movements, lump sum bonus and equity adjustments (when appropriate), if the employee is otherwise eligible.

Employees who reach the top of their step plan on each January 1 (or July 1 when applicable) for the duration of this agreement, shall receive a one percent (1%) lump sum bonus each subsequent anniversary month (January or July) payable pursuant to past practice. The County will grandfather all employees currently receiving a 1% bonus in January to continue to receive those bonuses in January as well as those that will become eligible in January 2019 and January 2020. Thereafter, eligible employees will receive their 1% bonus in the same month that they previously received their step increase with the first such 1% bonus to be paid twelve (12) months after the top of their step plan is reached.

Section 13.2 Equitable Adjustment for Eligible Patrol Officers

Employees in the patrol unit who are eligible to receive a lump sum bonus referenced in 13.1 also will receive an additional equitable adjustment pursuant to the past practice referenced in Section 13.1 in the following amount(s):

1/1/20:	1%
1/1/21:	1.25%
1/1/22:	1.5%

Section 13.3 Lateral Hiring Rates

The Employer may compensate employees hired with prior law enforcement or related experience at an hourly rate higher than the starting wages set forth above, provided that no such newly hired employee shall be placed at a step greater than that in which he/she would be placed had he/she the same number of years of service with the County. In addition, no such newly hired employee shall be compensated at a rate higher than Step 3.

Section 13.4 Specialty Position Pay

An employee who demonstrates fluency in Spanish as determined by a neutral native speaker may be designated by the Sheriff as a Bilingual Interpreter. The employee must demonstrate availability for interpreting at times of need and continued fluency in Spanish to remain so designated. Up to four (4) employees may be designated by the Sheriff at a rate of \$25.00 per month.

Section 13.5 Acting Shift Supervisor.

When the Sheriff or his designee assign an employee as an acting shift supervisor of a shift, that employee shall be compensated at ten percent (10%) differential for all hours worked as the acting shift supervisor.

Section 13.6 Selection of Acting Supervisor

In the absence of the regular supervisor, the Sheriff or his designee may decide to appoint an acting supervisor; they shall choose the acting supervisor from the highest ranking deputy on the most recent Sergeants list that is not expired, for the affected Division, who is working the affected shift. If no one meets this qualification, or the list is expired, then the selection shall be made from the top three senior deputies who are eligible on that shift by Division seniority.

Section 13.7 Field Training Officer (FTO) Differential

When assigned as a field-training officer, the officer will be paid at a rate that is six (6%) percent above the employee's rate of pay during the training period. Training includes supervising and evaluating the Employee during the assigned training period.

Section 13.8 Employee Court Time

Employee will be paid a minimum of two (2) hours of overtime for all court time, including pre-trial conferences and inquests, outside of an employee's regular scheduled work hours.

Section 13.9 Stand-by Pay

Time, spent by an employee (including detectives), when not on-duty, that restricts the Employee from effectively using time to pursue personal interests, constitutes compensatory time, including the time an Employee is required to remain at home awaiting recall to duty. Employees shall be compensated at the rate of one (1) hour of compensatory time for each sixteen (16) hour period or any part thereof for the employee is on-call or considered on standby.

If the Employees (including Detectives) 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 compensated.

Only Lieutenants or above may authorize stand-by in order for it to be compensated under this provision.

Section 13.10 On Call Pay

Employees occupying the Correctional and Communication Sergeant, K-9 Officers, Home Monitoring, and the Patrol Sergeant/Temporary Assigned Division Commander classifications shall receive one hundred dollars (\$100) per month for on-call assignments subject to the following:

- A. That in order to be eligible, the above-classified employee must have actually been on call, as defined by departmental procedures, a minimum of forty (40) hours during the month in issue.
- B. That the Patrol Sergeant/Temporary Assigned Division Commander position is a temporary assignment. The sheriff and/or the Chief Deputy will decide as to which patrol sergeant will be assigned. A Patrol Sergeant already receiving on-call pay shall not receive additional on-call pay.
- C. Detective division members would be compensated in the following manner: When on call, but not called for duty, the member will receive one (1) hour of straight time pay for each day they are on call Monday through Friday, and members will receive two (2) hours of straight time pay for each Holiday that falls on a Monday through Friday. Members will also receive two (2) hours of straight time pay for each Saturday and/or Sunday. There will be no pyramiding of on-call pay.

Section 13.11 Canine Training

Any Employee assigned to the canine unit shall receive as compensation for the extra duties involved in the care of the dog, and other extra duties other than approved training, the sum of fifty dollars (\$50.00) per month. This amount referenced in this Section 13.9 will increase to sixty (\$60.00) per month effective 1/1/21 and to seventy five (\$75.00) per month effective 1/1/22.

Section 13.12 Call Out

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

A call back is defined as an official assignment of work, which does not continuously proceed or follow an Employee's regularly scheduled working hours. Employees who report back to the Employer's assignment at a specified time on a regularly scheduled work day shall be paid two (2) hours pay at the appropriate overtime rate or be paid the actual time worked, whichever is greater. Advance scheduled overtime shall be paid on the basis of actual time worked when the Employers have provided the Employee advance notice of at least twenty-four (24) hours. The provisions of this paragraph do not apply to court time. The Employer shall not require the Employee to work the entire two (2) hour period by assigning the Employee non-essential work.

**ARTICLE XIV.
WORK HOURS AND OVERTIME**

Section 14.1 Definition

This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week.

Section 14.2 Scheduled Workweek

The established workweek is Sunday through Saturday except for third shift Employees whose normal workweek ends after their shift on Sunday morning.

- A. Eight (8) consecutive hours shall constitute a normal workday unless an Employee is regularly scheduled on a four (4) day/ten (10) hour workweek. A normal workweek will be forty (40) hours worked during the workweek.
- B. Twelve (12) hour regular schedules may be implemented only with the approval of the Sheriff; and with a 51% majority of full time division deputies voting to implement. "Division" is defined as patrol, corrections, communications and investigations.

The shifts regularly scheduled will not exceed twelve (12) hours and ten (10) minutes, nor be less than eleven (11) hours and forty – five (45) minutes. The regular shifts will be in compliance with the Federal Fair Labor Standards Act and will not exceed 171 work hours in a twenty eight (28) day period. This schedule would have rotating days off. If a twelve (12) hour shift schedule is implemented, the Division may vote with a 51% majority of full time Division deputies, to allow employees to pick three shifts (twelve months) of the same work period each year. The Sheriff reserves the right to return to the eight (8) hour rotation shifts.

Section 14.3 Deputies Shift Schedule Selection

Voluntary divisional meetings will take place in October of each year to assign slots within shift schedules. The Divisional Commander shall submit a shift schedule at the October meeting and the employees within that section shall be allowed to fill the slots within the schedule reference shifts, days off and periods of the year, by seniority. Rank seniority will be the basis for selection. Shift schedules shall begin the first Sunday after January 2nd, at least one full week before Labor Day and on the first Sunday in May. Employees shall be allowed to pick a maximum of two shifts (eight (8) months) of the same work schedule per year.

Section 14.4 Sergeant Shift Schedule Selection

Voluntary divisional meetings will take place in October of each year to assign slots within shift schedules. The Division Commander shall submit a shift schedule at the October meeting and the employees within that section shall be allowed to fill the slots within the schedule reference shifts, days off and periods of the year by seniority. Rank seniority will be the basis for selection. Shift schedules shall begin the first Sunday after January 2nd, at least one full week before Labor

Day and on the first Sunday in May. Employees shall be allowed to pick a maximum of two shifts eight (8) months of the same work schedule per year.

Section 14.5 Overtime

All time in excess of the hours worked in a normal day (5 eight-hour days or 4 ten-hour days) and those working in excess of forty (40) hours in the established work week will be compensated at time and one-half the Employee's regular rate of pay except as stated herein. Voluntary schedule changes and normal day off rotation will be exempt from this provision.

Overtime computation for fractions of an hour will be made as follows:

1. Work of less than fifteen (15) minutes in a half-hour will not be considered overtime.
2. Work of more than fifteen (15) minutes will be paid to the next half-hour.

For the purposes of calculating overtime the time off for sick leave, vacation leave, holiday leave and any other authorized paid time off will be considered as time worked.

Section 14.6 Scheduling Overtime

Deputies and Sergeants, who want to be considered for overtime assignments and placed on an overtime call out list, shall notify their respective Division Lieutenants annually in writing the month of October of each year for the upcoming year. A call will be placed to the most senior employee in the same division in order of seniority off of the list; (1) based on the person not already scheduled during the time to be filled and (2) the ability to make immediate contact with the employee. Calls shall continue to be made in order of seniority off of the seniority list until the overtime assignment is filled. If no employee on the overtime call out list volunteers for the overtime, the supervisor will then fill that overtime in the most expeditious manner, by reverse seniority. This may include ordering an employee to fill the time needed. In cases of emergency, the Sheriff, or his designee, may assign the overtime work to any employees who are immediately available.

For posted or emailed open shifts for overtime, the overtime will be given to the employee who can fill the entire shift, if more than one employee meets this it shall be given to that employee with most seniority. If no one can fill the entire shift it will be filled by splitting the shift with the most senior employees volunteering. If no one volunteers to work the open shift it will be filled by the supervisor mandating the filling of it by reverse seniority. All postings/email (to the employee's County email address) will indicate date of posting and a deadline date and time for sign up.

When an overtime time shift opening or assignment becomes available within twenty four (24) hours of that shift/assignment a supervisor may fill that opening in the most expeditious way with an employee voluntarily available or if necessary will order an employee to fill the shift. For Divisions utilizing twelve hour shifts, a shift shall not exceed sixteen (16) hours within a twenty-four hour period without approval from a Lieutenant or above. For Divisions utilizing eight hour

shifts, a shift shall not exceed fourteen (14) hours within a twenty-four hour period without approval from a Lieutenant or above.

In a situation when a junior deputy has been ordered to work overtime two (2) days or more within one (1) week the sergeant/supervisor has the discretion to go farther up the seniority list to mandate filling of the overtime.

Section 14.7 Meal Periods

Operations permitting, Employees will be granted a paid meal period not to exceed thirty (30) minutes duration on their respective shift. The supervisor will attempt to provide a fifteen (15) minute paid rest period during each four (4) hour work period. The supervisor will have sole discretion as to the timing, and location of those periods. The Employee will remain available for immediate recall should departmental operations warrant such recall to duty.

Section 14.8 Attendance at Meetings and Travel

Employees covered by this Agreement who are required by the Employer or their supervisor to attend meetings, conferences or physical examinations outside of regularly scheduled working hours shall be paid overtime or granted compensatory time at the appropriate rate. Employees who are required to travel on the day preceding the conference or school and stay overnight will be paid up to four (4) hours straight time for that travel. Employees who are required to be out of the County for more than one (1) day (i.e. training, extradition) will be paid based on eight (8) hours straight time per day unless on the Employees day off, in which case they will be paid at time and one-half.

When an employee is required or authorized to attend a meeting, training, or any duty assignment which takes the employee out of DeKalb County for the employee's full shift, that employee shall receive a meal allowance for the meal(s) during that assignment in such amounts and subject to the terms of the County's Travel Pay Policy in effect at the time of ratification of this Agreement. In addition, employees required to attend mandatory departmental meetings outside of regularly scheduled working hours shall be paid for a minimum of two (2) hours at the affected employee's overtime rate of pay. However, any meeting held contiguous to the employee's scheduled work hours, either before or after, shall be paid at the employee's overtime rate, to the employee only for the actual time spend in that meeting.

Section 14.9 Work Schedule Posting

Work schedules shall be posted no less than seven (7) calendar days, prior to the starting date of the schedule, except for unusual circumstances.

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 seven (7) days prior to such change, excluding emergency situations, as defined by the Employer.

Section 14.10 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 ½) hours of compensatory time for each hour of overtime worked. Accumulated compensatory time may not exceed forty eight (48) hours. Accumulated compensatory time hours beyond forty eight (48) hour caps may be paid down as determined by the Employer no later than December 31 of each year.

Section 14.11 Scheduling Extra Duty Details

The Employer shall post all extra duty (part-time) assignments which include (but are not limited to): Village of Shabbona, Kishwaukee College, Antique Show, Forest Preserve and the Sandwich Fair. Such details shall be posted as soon as practical, and if possible, ten (10) days prior to the detail. Those deputies who sign up in a timely manner shall fill these details as reasonably determined by the Sheriff or his designee. If no one signs up, or if there are insufficient deputies who sign up, then the Sheriff shall assign deputies as operations allow.

Section 14.12 Daily Shift Trades

Employees within the same Division may trade a daily shift with the following provisions.

1. Deputies may only trade with Deputies, but if unable to secure a trade with another Deputy, the Deputy may request approval of the Division Commander to trade with a Sergeant.
2. Sergeants may only trade with Sergeants, but if unable to secure a trade with another Sergeant, the Sergeant may request approval of the Division Commander to trade with a Deputy.
3. Prior approval must be gained from their supervisor(s) via a written trade form document prior to the trade taking effect.
4. The request must be made at least twenty-four (24) hours prior to the shift.
5. If the Deputy/Sergeant that is scheduled to pay back the other Deputy/Sergeant does not work, (because of sickness, or other reasons) that Deputy/Sergeant shall use PHO hours for those hours he/she was supposed to work for the other Deputy/Sergeant. Any failure to report to work without proper notice is still a policy violation. Any abuse of this section may result in loss of the permission to trade or any other appropriate discipline.
6. Employees may trade up to five (5) times per calendar year, with no need to give a reason for the trade, within the parameters of the above provisions. The Division Commander may approve additional trades based on unusual circumstances such as staffing shortages etc. within their specific Division.
7. A trade will be considered one daily shift or any portion thereof.

8. Paybacks do not have to be approved prior to the trade, but a trade request form must be completed and signed off by a supervisor at least twenty-four (24) hours in advance of the payback. The employer is not responsible for any lost time due to termination, retirement, change of Division, etc. It is always a possibility the Deputy or Sergeant may not be paid back due to the above listed reasons.

**ARTICLE XV.
SENIORITY**

Section 15.1 Definition

Seniority shall be defined as the length of service of an Employee as a DeKalb County Sheriff's Merit Board Certified Deputy. Telecommunicators, who previously were removed by the former Sheriff from Merit Board jurisdiction for approximately two (2) years in the 1980's by being de-deputized, shall have such service reinstated for purposes of this article.

Section 15.2 Seniority List

On or before October 1st of each year, The Employer will provide the Chapter with a seniority list setting forth each Employee's seniority date. The Employer shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Employer, in writing, within fourteen (14) calendar days after the Chapter's receipt of the list.

Section 15.3 Enforceability of Seniority

Any proposed deviation from the principles of seniority may be subject to grievance and arbitration procedure.

Section 15.4 Holiday Assignment

Operations permitting, seniority within a shift shall prevail for holiday employment when the Employer chooses to reduce the number of Employees on a shift. The most senior Employees regularly scheduled to work shall be offered the opportunity to work the holiday for the premium pay. If personnel are required to work a holiday, it shall be by reverse seniority of those scheduled to work.

Section 15.5 Sergeant's Seniority

Time in grade shall be determining factor in defining seniority amongst Sergeants within the same division. In the event two or more sergeants are or have been promoted at the same time then the sergeant with the most time in service (i.e., departmental seniority) shall be the more senior sergeant.

**ARTICLE XVI.
ASSIGNMENTS AND TRANSFERS**

Section 16.1 Posting

All existing vacancies, that the Sheriff determines to fill, shall be posted at least fifteen (15) days prior to a selection being made.

Employees interested and meeting the requirements for the open position shall apply in writing to the Sheriff or designee. The Employer shall fill vacancies by selecting an applicant from those qualified persons applying for said vacancy.

For purposes of this Agreement, "posting" shall mean a written statement from the Sheriff notifying employees of the existence of a vacancy as determined by the Sheriff, the required rank, the required qualifications and deadline for application for the vacancy. Assignment postings shall include a listing of required duties of the position.

Section 16.2 Specialty Position

The assignment to a specialty position is solely within the authority and discretion of the Sheriff or his designee and shall be consistent with past practices.

Section 16.3 Filling Vacant Divisional Slots

If a vacant slot occurs within a division more than two (2) weeks before a shift change, a voluntary divisional meeting for the purpose of filling that vacated slot shall be held under the following circumstances.

- A. It will be held before the new Employee will be assuming a regular position.
- B. The most senior employee to indicate he would like that slot will fill the vacated slot.
- C. Any subsequent vacancies shall be filled according to (b) at the same meeting.
- D. This meeting shall be for only those Employees interest in the vacant slot or subsequent vacant slots.
- E. The Employee seeking the vacant slot shall assume that slot as soon as possible, taking into consideration present shift periods and scheduling.
- F. Final decisions on whether to fill vacancies on a shift will be made by the Division Commander.

Section 16.4 Transfers

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 it was received. The Sheriff will take into account qualifications, job performance and evaluations, education, and seniority, among other things, when assigning a transfer. All Sheriff initiated transfers shall be made for the purpose of accomplishing the mission of the Office.

Section 16.5 Job Assignment to Another Agency

Job assignment to another agency shall be defined as a job created as a result of a request from an elected DeKalb County officeholder, a subdivision of DeKalb 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.

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

1. All such assignments shall be posted in accordance with Section 16.1 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 DeKalb County Sheriff's Office; and
 - (ii) Subject to all pertinent sections of this Agreement.
7. Any resultant vacancy shall be the subject of re-posting.

If the above described assignment to another agency requires confidentiality, then the provisions of this Section shall be suspended for that purpose.

Section 16.6 Temporary Assignment

The Employer may temporarily fill a vacancy created in a job assignment for a period not to exceed ninety (90) days.

**ARTICLE XVII.
PAID HOURS OFF (PH4:4 SYSTEM)**

Section 17.1 Paid Hours Off System

Employees covered under this Agreement are eligible for time away from the job through the Paid Hours Off (PHO) System. Included in this are vacation days, holidays and sick days. Employee's rate of accumulation of PHO's, as set forth below.

- A. Employees shall earn hours of paid time off in accordance with the following:

<u>Years of Service</u>	<u>Hours Earned</u>
6 months – 4 years	20 hours per month
5 years – 14 years	24 hours per month
15 years plus	28 hours per month

- B. Upon termination of at least six (6) months of continuous employment and with at least fourteen (14) calendar days of advance notice in writing, an Employee shall be paid for any accumulated PHO benefits, to a maximum of 480 hours, at the then current regular rate of pay for the Employee's last scheduled work day.
- C. PHO hours may be accumulated to a maximum of 600 hours
- D. The PHO cap policy referenced in Directive 2005-1 will remain in effect during the term of this Agreement; a copy is attached as Schedule D.

**ARTICLE XVIII.
VACATIONS/HOLIDAYS PERSONAL DAYS**

Section 18.1 Vacation Selection

Sergeants and deputies shall select eighty (80) hours of vacation time to be used before the end of the following year's last shift rotation. Sergeants shall choose by seniority in rank, followed by deputies choosing by seniority in rank. All employees will be allowed to select eighty (80) hours of vacation before eligible employees select additional hours. Employees with fifteen or more years of service will then be allowed to select an additional forty hours of vacation time off after all have chosen their eighty (80) hours.

If employees are voluntarily or involuntarily reassigned their vacation is subject to change and will not allow for bumping other employees out of their annually chosen vacation time. The Employer agrees to attempt to accommodate the vacation time.

All employees covered by this Agreement will not have their approved vacation canceled unless an emergency/operational need exist. The affected employee will be allowed to select an alternate vacation period.

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

Section 18.2 Paid Holiday

Employees shall receive thirteen (13) holidays per calendar year to be determined by the Chapter, subject to approval by the Sheriff. The Holidays will be the same every year for the durations of this contract: New Year's Day, Presidents Day, Good Friday, Easter, Memorial Day, Fourth of July, Labor Day, Columbus Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas, and New Year's Eve.

Section 18.3 Holiday Pay Status

Employees shall be paid at the rate of one and one-half times their regular hourly rate of pay for all hours worked on a scheduled holiday. Employees shall be paid two times their regular hourly rate of pay for (a) all hours worked on a holiday over their regularly scheduled shift and (b) all hours worked on a holiday when that holiday falls on an employee's scheduled day off.

**ARTICLE XIX.
LEAVE OF ABSENCE**

Section 19.1 General Leave of Absence

General leaves of absence without pay may be granted, to the extent that there is not interference with the Employer operations to Employees who are elected, delegated or appointed to attend national or state Lodge conferences. Any requests for such leaves shall be submitted in writing by the Employee to the department head at least thirty (30) days in advance and shall be answered in writing no later than five (5) days following the request. This leave provision shall be limited to two (2) Employees and shall not exceed a total of sixty-four (64) hours per year, per Employee.

Section 19.2 Leave Limitations

A full time employee, after two (2) continuous years of service with the County Government, may request a general leave of absence from the Sheriff for no longer than twelve (12) months. It is the responsibility of the Sheriff to determine whether the granting of such leave shall result in a disruption in the operation of the Sheriff's Office.

Section 19.3 Educational and Training Leave

No Educational or Training Leave may be granted unless, in the judgment of the Employer, 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 DeKalb County Sheriff's Office. Granting of this leave is left to the Sheriff's discretion.

Section 19.4 Maternity Leave

Employees shall be granted unpaid leaves during their pregnancy. The length of such leave shall not exceed six (6) months, but may be renewed through a request to the Sheriff.

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

Employees shall be granted Maternity Leave as follows:

A. 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.

B. 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.

C. 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 DeKalb County, and any such examination shall be paid for by the Employer.

Disability Leave may be used during periods of pregnancy and related conditions, and accumulation of seniority, during such periods.

Section 19.5 Bereavement Leave

In the event of death in the immediate family of an Employee, the Employee shall be granted a leave of absence with pay and benefits for a period of up to three (3) workdays. The immediate family is defined as follows:

Father	Step-father	Father-in-law
Mother	Step-mother	Mother-in-law
Son	Step-son	Son-in-law
Daughter	Step-daughter	Daughter-in-law
Brother	Step-brother	Brother-in-law
Sister	Step-sister	Sister-in-law
Spouse	Grandparents	Grandchild
Legal guardian		

In the event of the death of an Employee's spouse, child, mother, father, or stepchild, the employee shall be granted a leave of absence with pay and benefits for a period of up to five (5) working days and the Employee shall, at the Employer's discretion, be able to take an additional five (5) working days for which the Employee will use Paid Hours Off.

A leave in addition to the specified duration may be approved by the Sheriff under special circumstance. However, such additional leave shall be charged to Paid Hours Off.

Section 19.6 Military Leave

All military leave shall be subject to and in accordance with all applicable Federal and State Law.

Section 19.7 Jury Duty

Employees are granted regular compensation for their regular work days when serving on jury duty. Any compensation received as a result of servicing on Jury Duty shall be signed over to the County of DeKalb.

ARTICLE XX.
SECONDARY EMPLOYMENT AND SPECIAL EVENTS

Section 20.1 Application to Work Secondary Employment

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

- A. The nature of the business involved;
- B. Name, address, phone number of the business involved; and
- C. An estimate of hours to be worked on a weekly basis by the Employee while engaged in secondary employment.

Section 20.2 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 or deny the request based on whether the secondary employment would constitute a violation of law, interfere with the Employee's performance, including but not limited to special scheduling.

Section 20.3 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.

**ARTICLE XXI.
INSURANCE**

Section 21.1 Hospitalization:

The County shall continue to make available to all employees covered by this Agreement health, dental and vision insurance substantially similar to the coverage which is currently in effect. The County shall continue to cover all Employees covered by this Agreement on its hospitalization and health program.

As of 1/1/20, employees covered by this Agreement will move to a four (4) tier premium rate structure. The total cost of the County's health insurance program shall be shared by the County and bargaining unit Employees at the rate of seventy-five percent (75%) borne by the County and twenty-five percent (25%) borne by the Employee.

The Parties agree that the following shall be the limits on contribution levels for employees covered by this Agreement:

- 1/1/20 through 12/31/20: No employee shall contribute more than ten percent (10%) higher than the contribution level made for the prior year period for the same coverage;
- 1/1/21 through 12/31/21: No employee shall contribute more than ten percent (10%) higher than the contribution level made for the prior year period for the same coverage; and,
- 1/1/22 through 12/31/22: No employee shall contribute more than fifteen percent (15%) higher than the contribution level made for the prior year period for the same coverage.

The County reserves the right to self-insure and to change insurers and health plans during the course of this Agreement so long as the benefits and coverage sought are substantially similar or better than those being currently offered. In the event the County changes coverage, all employees will be covered to the same extent as all other County employees.

Section 21.2 Life Insurance

The County shall provide all Employees with term life insurance in the amount of Fifty Thousand Dollars (\$50,000).

Section 21.3 Continuation of Benefit

When an employee is killed in the line of duty, the County will pay the full premiums for the continuance of the then current health insurance for the spouse and minor children to the extent required by then applicable law. This Section shall not be subject to the Grievance Procedure.

**ARTICLE XXII.
UNIFORMS AND EQUIPMENT**

Section 22.1 Clothing and Equipment allowance for Employees

Each successive year of this Agreement, the clothing/equipment allowance for all Employees shall be as follows:

Patrol	\$900
Corrections	\$650
Communications	\$400

The aforementioned allowances shall be credited to each Employee for the authorized purchase of uniform clothing and law enforcement items, including any item, which is authorized to be carried or used while on duty. Provided, however, that 1) employees assigned to patrol duties shall utilize a minimum of \$400.00 of said allowance for the purchase of pants, shirts, jackets, coats, hats, leather and/or shoes/boots; and 2) employees assigned to corrections duties shall utilize a minimum of \$300.00 of said allowance for the purchase of pants, shirts, jackets, coats, hats, leather and/or shoes/boots. This paragraph is inapplicable when the allowance is used for weapon purposes pursuant to Section 22.5.

It is the understanding of the Parties herein that the above described uniformed clothing and equipment allowance program is subject to the following conditions:

That the Sheriff retains sole and exclusive control over the uniform to be worn, clothing standards, equipment specifications and authorized clothing vendors; and that only items provided pursuant to this program with the DeKalb County logo and insignia must be returned, or paid for, upon separation by the Employee before their final check will be issued.

The Sheriff shall continue to provide protective vests to all Corrections and Patrol Division. Deputies and shall continue to apply for grants to subsidize same. Each deputy covered by this Agreement and eligible for the vest benefit, shall be allowed to order a vest every five (5) years. The Sheriff shall reimburse that deputy up to \$600.00 upon the deputy supplying a paid receipt or order form. Said vests shall be replaced after a maximum of five (5) years of use. Vests supplied to Correctional officers shall be distributed to them within this contract period.

This program shall be implemented and paid by use of a Voucher or Purchase Order system developed by the Employer, through the use of approved vendors.

Section 22.2 Reimbursement for Damaged Property

Where an employee damages his Uniform clothing as a result of a physical altercation, a job-related accident or injury, or a field operation in rough terrain, and such incident is verified by a Supervisor in a Report of Call, the employee will first use any available clothing allowance which remains in his account; if no such allowance remains available the Sheriff will replace the damaged clothing.

Section 22.3 Change in Uniform

If the Employers should change or alter in a substantial manner the type or style of an item the Employee should furnish, the Employers shall pay for the first issue occasioned by said alteration.

Section 22.4 Additional Equipment

The Employer agrees that if additional equipment is mandated by the Sheriff, then that equipment shall be purchased by the Employer at no cost to the Employee.

Section 22.5 Weapon Purchase

Covered employees may utilize a portion of their annual uniform allowance funds for the purpose of purchasing an approved weapon as set forth below:

1. The employee must make a written request to his division commander to utilize his uniform allowance for the purpose of purchasing an approved duty weapon.
2. Following the filing of the written request for a weapons purchase, the division lieutenant may then check with the employee's sergeant to verify his uniforms and equipment are in good condition and working order.
3. If the affected employee's uniforms and required equipment are in good condition and working order, the employee may use up to 75% of the annual uniform allowance toward the purchase of an approved weapon.
4. An employee may purchase an approved weapon with the uniform allowance every five years. This time limit is retroactive to the employee's last weapon purchase with the uniform allowance.
5. The employee shall provide information regarding the disposition of the weapon previously purchased with the uniform allowance. This includes, but is not limited to, if it is being retained or if sold, a copy of the bill of sale.

**ARTICLE XXIII.
OCCUPATIONAL HEALTH AND SAFETY**

Section 23.1 Squad Condition

An on duty Employee who feels that an assigned police vehicle is hazardous and unsafe to operate is expected to notify the shift supervisor of the vehicle's condition. If the supervisor concurs in the Employee's observation, the supervisor may declare the vehicle unfit for use for the remainder of the shift.

**ARTICLE XXIV.
EMPLOYEE PROTECTION PROVISIONS**

Section 24.1 Liability Insurance

The Employer agrees to provide and pay for professional liability protection. Employees will have the protection of legal representation afforded by the Employer.

Section 24.2 Employer Responsibility

The Employer will indemnify the Employee in accordance with the provisions of applicable Illinois Law.

Section 24.3 Legal Representation

Employees shall have legal representation by the Employer in a civil cause of action brought against an Employee resulting from or arising out of the performance of official duties. In the event that the Employer determines that a conflict of interest or potential conflict of interest exists as a result of its representation of the Employee, it shall provide the Employee with legal counsel of its choosing subject to any reservation of its rights under Section 24.4 below. The Employee may seek legal representation of his own choosing at his own expense.

Section 24.4 Cooperation

Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 24.5 Applicability

The Employer shall provide the protection, set forth in Section 24.2 and 24.3 above, only so long as Employee is acting within the scope of his employment and where the Employee cooperates, as defined in Section 24.4 above in defense of the action(s) or claim(s). Acts of willful misconduct are not covered by this Article.

**ARTICLE XXV.
EDUCATIONAL INCENTIVE AND EMPLOYEE TRAINING**

Section 25.1 Educational Incentive

Employees of the Sheriff's Department Office are entitled to receive Education Incentive Pay for the completion of approved college and/or university work. Remuneration shall be at the rate of \$25.00 per month for each year of college and/or university course work completed. Payment will commence upon attainment of a two (2) year degree or its equivalent. Acceptable course work and/or degree shall be determined by the Sheriff with the advice and consent of the Safety and Law Enforcement Committee of the DeKalb County Board. Maximum allowable remuneration is \$100.00 per month.

Section 25.2 Educational Reimbursement

The Employer agrees that after at least five (5) Employees have utilized the benefit and if funds are available and the Department Head approves, Employees who demonstrate successful completion of college courses at accredited institutions are eligible to receive up to three hundred dollars (\$300.00) in reimbursements per fiscal year. These reimbursements are to cover the cost of tuition and the fees for courses, which lead to a degree at the Associates or higher level and are relative to law enforcement.

Section 25.3 Employee Training Records

The Employer agrees to keep a written record in the individual Employee's departmental file, which indicates which police schools, and seminars the Employee has attended. Upon the request by the Employee, the Employee shall be allowed to include in his departmental file any transcripts for college work or degrees obtained. Employees shall be permitted access to their personnel files as maintained in the department and personnel files.

Section 25.4 Schooling and Training

The Employer shall maintain and post on employee bulletin boards a current list of available schools from the Mobile Training Unit #2. Operations permitting the Employers will attempt to provide Employee's with job related training each year. The Employees may, after discussion with their respective division Commanders, post information on schools that they become aware of.

**ARTICLE XXVI.
RETIREMENT DISABILITY AND PENSION**

Section 26.1 Definition

A retired Employee shall be defined as a former Employer who is eligible to collect SLEP Retirement Benefits.

Section 26.2 DeKalb County Deferred Compensation Plan

Employees are eligible to participate in the DeKalb County Deferred Compensation Plans. The plans call for a written agreement between the participating employee and the County providing for the deferral of a specified amount of current earned income, and the payment of such deferred amount and all accumulations thereon at a later date, presumably after the Employee's retirement or in the event of a personal catastrophe, when the Employee would be subject to a lesser income tax liability. The amount is not included in the Employee's income for income tax purposes at the time of earning, but rather will be taxable at the time of its ultimate distribution and then only taxable as to the amount distributed to the Employee in each calendar year. The plan affords the Employee multiple options for the investment of deferred income, until the amount deferred and all accumulations thereon are distributed. Basically, the plan offers the Employee the opportunity to design a supplemental retirement program based upon the benefits of investing pre-tax dollars and reducing current earned income for income tax purposes.

Section 26.3 On Duty Injury

As per 5 ILCS § 345/1 et seq., Employees who suffer any injury in the line of duty which causes him to be unable to perform his duties shall continue to be paid by the Employers on the same basis as he was paid before the injury. There shall be no deduction from the Employee's sick leave, compensatory time, vacation or pension fund during the time he is unable to perform his duties due to the result of the injury, but no longer than one (1) year in relation to the same injury. During this period of disability, the injured Employee shall not be employed in any other manner, with or without monetary compensation. Any person who is employed in violation of this paragraph forfeits the continuing compensation provided by this paragraph from the time such employment begins.

**ARTICLE XXVII.
MISCELLANEOUS**

Section 27.1 Use of Personal Vehicle

Employees who use a privately owned vehicle in the conduct of County business are eligible for reimbursement for mileage driven at the rate equivalent to the amount approved by the U. S. Internal Revenue Service for deduction on the federal individual income tax return. Changes in the IRS approved amount for deduction shall become effective for County reimbursement on the first day of the next month following the announcement of each change by the IRS. Determination of the IRS approved amount for deduction shall be the responsibility of the Finance Director.

Section 27.2 FMLA

The County FMLA policy will apply to bargaining unit Employees for the term of this Agreement.

Section 27.3 Review of Personnel File.

All employees may review their respective personnel files pursuant to the authority of the Illinois Revised Statutes.

Section 27.4 Personal Property

Subject to security requirements, the Employer shall respect the privacy of an Employee's personal belongings. These include, but are not limited to, clothing, purses, briefcases and duffel bags.

Section 27.5 Union Business:

Dependent on individual divisional manning requirements, and with the permission of their respective division commander, Employees who are representatives, stewards, witnesses or grievant will be permitted reasonable paid time off with pay during their respective regular working hours to attend hearings, agreement negotiations and labor-management meetings.

Section 27.6 Posting of Rules/Orders

The Employer agrees to provide all Employees with a written copy of, and all changes pertaining to, DeKalb County Sheriff's Office and General Orders and the DeKalb County Sheriff's Office Merit Commission Rules. These shall be given to each Employee in writing and a copy of them posted in each section of the Department. Any and all changes shall be posted in each section for a minimum of two (2) weeks prior to such going into effect, when practicable.

Section 27.7 Telemarketing

When the Chapter has telemarketing done on behalf of the DeKalb County Sheriff's Deputies within DeKalb County, written notice shall be given to the Sheriff thirty (30) days prior to the start of the telemarketing. This Section 27.7 does not apply to the solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit employees. Metropolitan Alliance of Police is not required to provide any notice of their solicitations as this Section only applies to bargaining unit members.

**ARTICLE XXVIII.
MISCELLANEOUS TERMS AND EFFECT**

Section 28.1 Term of Agreement

This Agreement shall be effective from January 1, 2019 and shall remain in full force and effect until December 31, 2022.

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.

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.

This Agreement shall remain in full force and effect during the period of negotiations.

Section 28.2 Entire Agreement

This Agreement constitutes the complete and entire Agreement between the Parties and, concludes collective bargaining between the Parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause, Article V. The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the Parties after the exercise of that right opportunity are set forth in this Agreement.

Section 28.3 Savings Clause

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the board, court or agency decision; and upon issuance of such a decision, the County and the Union agree to notify one another and to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

Section 28.4 Amendment.

This Agreement may be amended or modified during its term only with mutual written consent of both Parties.

Section 28.5 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 XXIX.
TERMINATION**

Section 29.1 Termination.

This Agreement shall be effective as of the day January 1, 2019 and shall remain in force and effect until December 31, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement will remain in effect during negotiations or impasse proceedings concerning a successor agreement.

Executed this 11th day of December, 2019, after receiving official approval by the County Board Chairman and County Board and ratification by the Chapter's members.


DeKalb County Board


President, Metropolitan Alliance of Police


DeKalb County Sheriff


President M.A.P. Chapter 318

**SCHEDULE A
 LOGEVITY PAY
 MAP CHAPTER #318**

Full Years of Service	Pay Period Amount	Annual Amount
0	0.00	0.00
1	0.00	0.00
2	0.00	0.00
3	0.00	0.00
4	0.00	0.00
5	0.00	0.00
6	0.00	0.00
7	0.00	0.00
8	25.39	660.14
9	30.00	780.00
10	34.62	900.12
11	39.24	1,020.24
12	43.85	1,140.10
13	48.47	1,260.22
14	53.08	1,380.08
15	57.70	1,500.20
16	62.31	1,620.06
17	66.93	1,740.18
18	71.54	1,860.04
19	76.16	1,980.16
20	80.77	2,100.02
21	85.39	2,220.14
22	90.00	2,340.00
23	94.62	2,460.12
24	99.24	2,580.24
25 or more	103.85	2,700.10

Pay period amounts reflect 26 pay periods per year.

For purposes of calculating longevity only, "full years of service" is defined as the number of entire years the employee has worked in a full-time in a merited deputy position in the DeKalb County Sheriff's Office as of each January 1st of each effective year.

**SCHEDULE B
WAGE SCHEDULES - CONTRACT PERIOD 1/1/19-12/31/22**

		2.00% COLA	2.25% COLA	2.25% COLA	2.75% COLA	
	Step	01-01-2018 thru 12-31-2018	01-01-2019 thru 12-31-2019	01-01-2020 thru 12-31-2020	01-01-2021 thru 12-31-2021	01-01-2022 thru 12-31-2022
Communications	0	22.12	22.56	23.07	23.59	24.24
	1	23.78	24.26	24.81	25.37	26.07
	2	25.41	25.92	26.50	27.10	27.85
	3	27.12	27.66	28.28	28.92	29.72
	4	28.72	29.29	29.95	30.62	31.46
	5	30.02	30.62	31.31	32.01	32.89
	6	31.37	32.00	32.72	33.46	34.38
	7	32.54	33.19	33.94	34.70	35.65
Communications Sergeants	0	35.23	35.93	36.74	37.57	38.60
	1	36.31	37.04	37.87	38.72	39.78
	2	37.34	38.09	38.95	39.83	40.93
Corrections	0	26.37	26.90	27.51	28.13	28.90
	1	28.28	28.85	29.50	30.16	30.99
	2	30.25	30.86	31.55	32.26	33.15
	3	32.20	32.84	33.58	34.34	35.28
	4	34.24	34.92	35.71	36.51	37.51
	5	35.76	36.48	37.30	38.14	39.19
	6	37.35	38.10	38.96	39.84	40.94
Corrections Sergeants	0	40.32	41.13	42.06	43.01	44.19
	1	41.60	42.43	43.38	44.36	45.58
	2	42.78	43.64	44.62	45.62	46.87
Detectives & Patrol	0	27.15	27.69	28.31	28.95	29.75
	1	29.34	29.93	30.60	31.29	32.15
	2	31.49	32.12	32.84	33.58	34.50
	3	33.61	34.28	35.05	35.84	36.83
	4	35.81	36.53	37.35	38.19	39.24
	5	38.05	38.81	39.68	40.57	41.69
Detectives & Patrol Sergeants	0	41.12	41.94	42.88	43.84	45.05
	1	42.40	43.25	44.22	45.21	46.45
	2	43.60	44.47	45.47	46.49	47.77

**SCHEDULE C
FORMAL GRIEVANCE COMPLAINT RECORD
GRIEVANCE PROCEDURE: ARTICLE VI OF THE CONTRACT**

STEP #1

GRIEVANT NAME (Last, First, MI) _____ **BADGE#** _____ **EMPLOYEE#** _____
INCIDENT DATE: _____ **CONTRACT SECTION(S) VIOLATED:** _____
RESPONDING SHIFT SUPERVISOR: _____ **RESPONSE DATE:** _____
BASIS OF GRIEVANCE (Attach further documentation if requested.)

(GRIEVANTS SIGNATURE) _____ **(DATE)** _____
REMEDY/ADJUSTMENT DESIRED:

DISPOSITION: _____ **(INITIAL)** _____ **(DATE)** _____

STEP #2

RESPONDING DIVISION COMMANDER (Last, First, ML) _____ **TITLE:** _____
DATE _____
DISPOSITION:(SIGNATURE)

STEP #3

RESPONDING SHERIFF (Last, First, MI.) _____ **TITLE:** _____
DATE _____

DISPOSITION:
(SIGNATURE) **STEP #4**

RESPONDING COUNTY ADMINISTRATOR, if applicable (Last, First, ML) _____ **TITLE:** _____
DATE _____

DISPOSITION: (SIGNATURE) _____

**SCHEDULE D
PHO CAP PROCEDURE**



DeKalb County Sheriff's Police

HEADQUARTERS • 815-895-2155
ADMINISTRATION OFFICE • 815-895-7260
FAX • 815-895-7235

OFFICE OF THE SHERIFF
DE KALB COUNTY, ILLINOIS

ROGER A. SCOTT, SHERIFF

DATE: June 10, 2005

TO: All Personnel
FROM: Sheriff Scott
DIRECTIVE: 2005-1
REF: PHO CAP Procedure

It is the responsibility of all personnel to maintain their PHO levels at or below 600 hours. It is up to the individual officers, not staff, to monitor PHO levels and determine when time off is available based on the normal procedures for requesting time off and by talking directly with their Supervisors to ascertain what days or weeks may be available each month. When approving time off Supervisors must take into consideration the officer's PHO level. When an officer is near or over the 600 cap and the specified time the officer is requesting cannot be granted, the Sergeant will provide the officer in writing, on the PHO request form denying the time off, alternative days or weeks that are available, if any within the current four month shift assignment. A copy of the PHO request that was denied, should be forwarded to the division commander by the Sgt.

In the event the officer is unable to maintain their PHO level as described above, the officer must demonstrate in writing at the end of each four (4) month period why they were unable to use the excess hours. The Lieutenants will review the officers written explanation and either approve or deny the hardship specified based on the amount of time that was or was not available.

If the time off was not taken and it was designated as an approved hardship period during the 1st and 2nd periods, the officer must still attempt in the following periods to reduce the PHO level to 600 or below. The officer must continue to demonstrate that they have asked for and been denied available time off that would have reduced their PHO's to or below the 600 hour cap.

Approved explanations will then be submitted to the Sheriff at the end of the year before any compensation for excess PHO's is made. In situations where an officer chooses not to use their PHO's when time was available, and there was no hardship authorized, the Sheriff will not authorize compensation to be paid by the finance department

Sheriff Roger Scott

DeKalb County Sheriff's Police • Public Safety Building • 150 N. Main Street • Sycamore, Illinois 60178

**SCHEDULE E
SIDE LETTER
OFFICER INVOLVED SHOOTING**

This Side Letter is entered into by and among, the DeKalb County Board, the Metropolitan Alliance of Police, Chapter #318 (“MAP”) and the Office of the DeKalb County Sheriff (the “Sheriff”); collectively referred to as the “Parties”. The Parties agree:

1. After good faith bargaining, the Parties reached a Tentative Agreement concerning the terms and conditions of a successor collective bargaining agreement covering the term from 1/1/19 through and including 12/31/22 (the “CBA”).
2. The Tentative Agreement was ratified by the Sheriff and the County Board on November ____, 2019. The Tentative Agreement was ratified by the authorized representatives of MAP on November ____, 2019.
3. At the time of the ratification votes concerning the CBA, the Illinois Cannabis Regulation and Tax Act, 410 ILCS 705/1 (the “Cannabis Act”) was passed and effective by its terms on 1/1/20.
4. On November ____, 2019, the Illinois General Assembly passed an amendment to the Cannabis Act which was signed by the Governor on December __, 2019. This will be referred to as the “Amendment”.
5. The Parties agree that Section 9.6 of the CBA shall be construed in accordance with the following additional provisions that were bargained in good faith by the Parties:
 - **“Section 9.6: Officer involved Shooting 50 ILCS 727/1-25** mandates the Employer enact a policy requiring all officers involved in an “officer involved shooting” (“OIS”) to be subject to drug and alcohol testing prior to the end of his or her shift. 50 ILCS 727/1-25 defines an “officer involved shooting” as any instance when a law enforcement officer discharges his or her firearm, causing injury or death to a person or persons, during the performance of his or her official duties or in the line of duty.

Should 50 ILCS 727/1-25 be amended or rescind, the Parties agree to bargain over the impact of the amendment(s) prior to implementation of any change of this Section 9.6, to the extent legally required to do.

- **9.6.1** This Article does not diminish any rights provided by an Employee or the Union in applicable portions of the Collective Bargaining Agreement (“CBA”), Illinois law (including but not limited to the Uniform Peace Officer’s Disciplinary Act), Federal law, and the constitutions of the United States and State of Illinois.

- **9.6.2** Employees shall not be ordered to undergo any testing related to officer involved shootings based upon off-duty conduct unless the deputy is off duty but performing activities that are within the scope of his/her law enforcement duties.
- **9.6.3** The collection of information, evidence, and data pursuant to this Article is intended to be used exclusively for administrative purposes. Unless ordered by lawful order of a court or administrative tribunal of competent jurisdiction, or written agreement of the Parties, Employer will not voluntarily share any physical evidence (or results of any testing) gathered from Employees pursuant to this Article with an outside entity.
- **9.6.4** As soon as practicable following an OIS, the Employee will be ordered to go to a hospital or other health care center for examination, care, and treatment. When prudent and reasonable, the Employee will be sent to a different hospital (or health care center) than any offender(s).
- **9.6.5** If the Employer collects the Employee's firearm(s) after an OIS or OID incident, the Employee will promptly be provided with a substitute weapon upon the Employer's receipt of (a) confirmation from a health care provider that the employee is medically released to safely operate a firearm, and (b) provided the employee is qualified to use the substitute weapon (as required by state law). The Employee will not be left unarmed while assigned to perform law enforcement activities for the Employer.
- **9.6.6** Following an OIS the Employee will be ordered to provide a urine sample to test for illegal drugs and alcohol pursuant to this Section 9.6.
- **9.6.7** Absent a (a) warrant, (b) court order (c) consent from the Employee obtained after consultation with a Union Representative, and/or (d) a legal obligation to do so: the Employer will not compel an Employee to provide blood, fluid (other than urine), skin, hair, feces, cheek swab, or any other sort of genetic or biological sample. Unless necessary to prosecute a criminal case against someone other than an Employee and/or as otherwise required by law, the Employer will not seek to collect said materials from a source other than the Employee.
- **9.6.8** All testing conducted by the Employer pursuant to this Section 9.6 shall be of the employee's urine and will conform to U.S. Department of Transportation standards for specimen collection and analysis.
- **9.6.9** All chemical testing must account for legal prescription use (taken pursuant to prescription terms) and use of other legal substances

with the understanding that even lawful use is prohibited if the employee reports to work under the influence of or impaired by the substance involved.

- **9.6.10** A properly administered positive test will not be an independent cause for discipline. If the positive test result is correlated with independent evidence demonstrating the Employee was impaired in the performance of his/her duties, then it may constitute just cause for discipline. The proper use of prescription drugs taken in accordance with the prescription and/or consumption of other legal substances is not cause for disciplinary action or dismissal unless there is other evidence that the employee was under the influence of or impaired by the legal substance or prescription at the time the OIS or OID occurred.
 - **9.6.11** The same protocols contained in this Article for OIS shall apply to any and all interviews and testing following an “officer involved death” (“OID”) as defined by 50 ILCS 727/1-10.
6. The Parties agree and acknowledge that the terms of this Side Letter satisfy any obligation of the Employer to engage in good faith bargaining related to the effects of the Cannabis Act and the Amendment on any testing that is conducted by the Employer pursuant to 50 ILCS 727/1-25 as in effect on the day of execution of this Agreement.
 7. There is nothing in this Side Letter that restricts or limits the Employer’s right to enforce any work rule or regulation applicable to covered officers that does not involve drug testing.

Executed this _____ day of January, 2020, after receiving approval from the authorized representatives who sign below.

DeKalb County Board

President, Metropolitan Alliance of Police

DeKalb County Sheriff

President M.A.P. Chapter 318