

AGREEMENT

BETWEEN

COUNTY OF MCHENRY

MCHENRY COUNTY SHERIFF

AND

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

ON BEHALF OF AND WITH LODGE NO. 119

FOR

MCHENRY COUNTY SHERIFF'S DEPARTMENT

PEACE OFFICER UNIT

EFFECTIVE

DECEMBER 1, 1990 - NOVEMBER 30, 1993

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PREAMBLE

This Agreement is entered into by the County of McHenry, a body politic and corporate, by its duly constituted County Board and the Sheriff of McHenry County, hereinafter referred to as the "Employer", and the Fraternal Order of Police, McHenry County Peace Officers, Lodge No. 119, and the Illinois F.O.P. Labor Council, hereinafter referred to as the "Lodge".

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Lodge representing the Employees in the bargaining units, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Lodge to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to Employees wages, hours and working conditions.

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

ARTICLE I

RECOGNITION

Section 1. Unit Description

The Employer hereby recognizes the Lodge as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, and other terms and conditions of employment as follows:

Unit I - Peace Officer Unit:

Included: All full-time sworn peace officers employed by the County of McHenry and the McHenry County Sheriff, including Lieutenants, Sergeants and Patrol Officers, Detective Sergeant/Lieutenants.

Excluded: Sheriff, Undersheriff, Chief of Detectives, Chief Deputy, Major, Captain, supervisors, managerial Employees, confidential Employees and all Employees who are not peace officers as defined in the Act.

Section 2. Supervisors

Supervisors may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit Employee. Such work by supervisors shall not cause any layoffs of the bargaining unit Employees.

Section 3. Sheriff's Auxiliary

The Employer may continue to utilize the services of the McHenry County Sheriff's Deputy and Police Auxiliary, the posse and snowmobile volunteer units, to perform bargaining unit work in accordance with past practice and applicable Illinois law. Such utilization shall not cause any layoffs of the bargaining unit Employees.

Section 4. Short-Term/Part-Time Employees

The Employer may continue to utilize the services of short-term and part-time Employees to perform bargaining unit work in accordance with past practice. Such utilization shall not cause any layoffs of the bargaining unit Employees.

Section 5. Job Class Duty Changes

The parties agree that administrative reorganization of the Sheriff's Department may result in job duty changes for included or excluded job classifications and the parties agree to negotiate in good faith over the inclusion or exclusion of such amended job classification in the bargaining unit.

ARTICLE II

NEW CLASSIFICATIONS AND VACANCIES

Section 1. New Classifications

Where the Employer finds it necessary to create a new job classification which falls within the bargaining unit, the Employer and Lodge agree to jointly petition the State Labor Board to seek the necessary unit clarification unless the parties can mutually agree on the addition of the classification to the bargaining unit.

If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Lodge may appeal the proposed pay grade to the 3rd step of the grievance procedure.

The second or third step grievance committee or arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

- (a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employer's work force;
- (b) Like positions with similar jobs content and responsibilities within the labor market generally;
- (c) Significant differences in working conditions to comparable position classifications.

The pay grade originally assigned by the Employer shall remain in effect pending the decision.

If the decision of the second or third step grievance committee or arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation.

Upon installation of the new position classification, the filling of such position classification shall be in accordance with past practice posting procedures or to Section 2 procedures of this Article, which ever are applicable.

Section 2. Vacancies

Vacancies shall be created and filed in accordance with past practice using the established Merit Commission procedures without waiver thereof. The Sheriff shall fill vacancies for new positions or promotions by selecting from an eligibility list created by the Merit Commission in accordance with its past practice.

ARTICLE III

NON-DISCRIMINATION

Section 1. Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity for all officers, and develop and apply equal employment practices.

Section 2. Prohibition Against Discrimination

Both the Employer and the Lodge agree not to illegally discriminate against any Employee on the basis of race, sex, creed, religion, color, age or national origin.

Section 3. Lodge Membership or Activity

Neither the Employer nor the Lodge shall interfere with the right of Employees covered by this Agreement to become or not become members of the Lodge, and there shall be no discrimination against any such Employees because of lawful Lodge membership or non-membership activity or status.

ARTICLE IV

MANAGEMENT RIGHTS

The Employer possesses the sole right to operate the Sheriff's Office of the County and all management rights repose in it. Nothing herein shall affect the internal control authority of the Sheriff. Except as specifically amended, changed or modified by the Agreement, these management rights include, but are not limited to, the following:

- (a) To direct all operations of the Sheriff's Department;
- (b) To determine the overall budget;
- (c) To establish work rules and schedules or work;
- (d) To create an organizational structure; to hire or promote from the Merit Commission eligibility list, transfer, schedule and assign Employees in positions and to create, combine, modify and eliminate positions within the Sheriff's Department;
- (e) To suspend, discharge and take other disciplinary action for just cause against Employees under the established work rules and regulations of the Sheriff's Department and Merit Commission and the provisions of this Agreement;
- (f) To lay off Employees;
- (g) To determine quality and maintain efficiency of the operations of the Sheriff's Department;
- (h) To introduce new or improved methods or facilities;
- (i) To change existing methods or facilities;
- (j) To determine the kinds, quality and amounts of services to be performed as pertains to Sheriff's Department and County operations; and the number and kind of classifications to perform such services;
- (k) To contract out for goods or services;
- (l) To establish, implement and maintain an effective internal control program;
- (m) To establish rules relating to those items not subject to arbitration under Section 1614 (i) of the public Employees Labor Relations Act of Illinois, except to the degree to the impact of such items;

- (n) To determine the methods, means and personnel by which Sheriff's Department operations are to be conducted;
- (o) To take whatever action is necessary to carry out the functions of the Sheriff's Department in situations of emergency.

Nothing in this Article is intended to alter or abrogate the intention or authority of any other article contained in this Agreement.

ARTICLE V

SUBCONTRACTING

Section 1. General Policy

It is the general policy of the Employer to continue to utilize Employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency.

Section 2. Notice and Discussion

Absent an emergency situation, prior to the Employer changing its policy involving the overall subcontracting of work in a bargaining unit area, when such change amounts to a significant deviation from past practice resulting in layoff of a significant number of bargaining unit Employees, the Employer shall first notify the Lodge and offer the Lodge an opportunity to discuss and participate in considerations over the desirability of such subcontracting of work, including means by which to minimize the impact of such on Employees.

ARTICLE VI

DUES DEDUCTION AND FAIR SHARE

Section 1. Dues Deduction

Upon receipt of a written and signed authorization form from an Employee, the Employer shall deduct the amount of Lodge dues set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Lodge in accordance with the laws of the State of Illinois. The Lodge shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

Section 2. Dues

With respect to any Employee covered by this Agreement, on whose behalf the Employer receives written authorization in a form agreed upon by the Lodge and the Employer, the Employer shall deduct from the wages of the Employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Lodge by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Lodge. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Lodge during the fifteen (15) day period prior to the expiration of this Agreement.

Section 3. Fair Share

Any present Employee covered by this Agreement who is not a member of the Lodge shall be required to pay a fair share (not to exceed the amount of Lodge dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All Employees covered by this Agreement who are hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

The Employer shall, with respect to any covered Employee in whose behalf the Employer has not received a written authorization as provided for above, deduct from the wages of the covered Employee the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Lodge on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

- (1) The Lodge has certified to the Employer that the affected covered Employee has been delinquent in his obligation for at least thirty (30) days;
- (2) The Lodge has certified to the Employer that the affected covered Employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the Employee has been advised by the Lodge of his obligations pursuant to this Article and of the manner in which the Lodge has calculated the fair share fee;
- (3) The Lodge has certified to the Employer that the affected covered Employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the Employer and the Lodge for the purpose of determining and resolving any objections the Employee may have to the fair share fee.

Section 4. Indemnification

The Lodge hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any proper action taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE VII

BILL OF RIGHTS

If an inquiry, investigation or interrogation of a peace officer results in the recommendation of some action, such as transfer, suspension, dismissal, loss of pay, reassignment, or similar action which would be considered a punitive measure, then before taking such action, the Employer shall follow the procedures set forth in Chapter 85, Sections 2551-2569 of the Illinois Revised Statutes. The peace officer may be relieved of duty pending formal hearing and shall receive all ordinary pay and benefits as he would have if he were not charged. The peace officer shall have the right to be represented at such inquiries, investigations or interrogations by a Lodge representative.

In the case of recommended suspensions pending discharge, the officer or Employee may be relieved of duty without pay for a period of up thirty (30) days during which a hearing shall be held on the recommended discharge.

ARTICLE VIII

MAINTENANCE OF STANDARDS

The parties have mutually negotiated all economic benefits for which they wish to include with their employment relationship pursuant to this Agreement. Both parties agree that the employees will continue to enjoy those economic benefits and any changes therein shall be mutually negotiated between the parties. Any economic provisions which are not specifically provided for in this Agreement may be modified by the Employer upon a showing of reasonable business necessity or operational need of the Sheriff's Department. Thirty (30) days prior to implementation, the Employer will notify the Union and the parties shall immediately sit down to discuss the changes. If the parties are not able to agree on the implementation of the changes proposed by the Employer, then they shall arbitrate over the impact of the change as provided for under Article XVI, Section 8, Step 4. The County shall not take action to decrease the Sheriff's budget with the intention of undermining the application of this Article.

ARTICLE IX

F.O.P. REPRESENTATIVES

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 1. Grievance Processing

Reasonable time while on duty shall be permitted Lodge representatives for the purposes of aiding or assisting or otherwise representing officers in processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

Section 2. Delegates to F.O.P. Conferences

Any Employee(s) chosen as delegate(s) to an F.O.P. state or national conference will, upon written application approved by the Lodge and submitted to the Employer with at least fourteen (14) days notice, be given a leave of absence without pay for the period of time required to attend such convention or conference. This period of time shall not exceed one (1) week. No more than two (2) Employees in any one bargaining unit, and no more than three (3) Employees for units combined, shall be approved for leave as provided in this Section in any calendar year. The Employee may utilize existing vacation or compensatory time in lieu of such unpaid leave, subject to scheduling requirements of the Sheriff's Department. Such requests shall not unreasonably be denied.

Section 3. Lodge Negotiating Team

Up to two (2) members designated from all Units as being on the Lodge negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending

scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Lodge negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

ARTICLE X

NO STRIKE

Section 1. No Strike Commitment

Neither the Lodge nor any officer or bargaining unit member will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Lodge nor any officer nor bargaining unit member shall refuse to cross any picket line, by whomever established.

Section 2. Performance of Duty

It is recognized that Employees covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes which may arise within the County. The Lodge agrees that no disciplinary action or other action will be taken by the Lodge against any Employee or Employees covered by this Agreement by reason of any such action or conduct in the line of duty.

Section 3. Resumption of Operations

In the event of action prohibited by Section 1 above, the Lodge immediately shall disavow such action and request the officers or bargaining unit members to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Lodge, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 4. Lodge Liability

Upon the failure of the Lodge to comply with the provisions of Section 2 above, any agent or official of the Lodge who is an officer covered by this Agreement may be subject to the provisions of Section 5 below.

Section 5. Discipline of Strikers

Any officer or bargaining unit member who violates the provisions of Section 1 of this Article shall be subject to immediate discipline which may include discharge. Any action taken by the Employer against any officer or bargaining unit member who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provision of the grievance procedure, except that the issue of whether an officer or bargaining unit member in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE XI
IMPASSE RESOLUTION

Section 1.

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (CH. 48, Section 1614), from time-to-time.

ARTICLE XII
INDEMNIFICATION

Section 1. Employer Responsibility

The Employer will indemnify the Employees in accordance with the provisions of applicable Illinois law, Chapter 85, Section 2-302.

Section 2. Legal Representation

Officers shall have legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance of official duties.

Section 3. Cooperation

Officers 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 4. Applicability

The Employer will provide the protection set forth in Section 1 and Section 2 above, only so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section 3, with the Employer in defense of the action or actions or claims. Acts of willful misconduct are not covered by this Article.

ARTICLE XIII

PERSONNEL FILES

Section 1. Personnel Files

The Employer shall keep a central personnel file for each Employee in the bargaining unit which shall be maintained in the Sheriff's Office. The Sheriff is free to keep working files, including internal investigation files, but material not maintained in the central personnel file may not be used for disciplinary or other action against an Employee. Copies of portions of the personnel file will be maintained with the Merit Commission and the County Administrator's offices as are necessary to the discharge of their functions.

Section 2. Inspection

Upon request of an Employee, the Employer shall permit an Employee reasonable inspection of his personnel file subject to the following:

- (a) Such inspection shall occur within a reasonable time following receipt of the request;
- (b) Such inspection shall occur during daytime working hours Monday through Friday upon written request;
- (c) The Employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying;
- (d) Upon written authorization by the requesting Employee, in cases where such Employee has a written grievance pending and is inspecting his file with the respect to such grievance, that Employee may have a representative of the Lodge present during such inspection and/or may designate in such written authorization that such representative may inspect his personnel file subject to the procedures contained in this Article;
- (e) Pre-employment information, such as referenced reports, credit checks, or information provided the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying.

Section 3. Notification

Employees shall be given immediate notice by Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file.

Section 4. Investigation

The Employer shall not release the names, photos or descriptions of bargaining members under investigation for misconduct in the performance of his or her duties, unless authorized by the Employee or required by law.

ARTICLE XIV

DISCIPLINE AND DISCHARGE

Section 1. Discipline and Discharge

The parties recognize the principles of progressive and corrective discipline.

Disciplinary action or measures shall be limited to the following:

Oral reprimand
Written Reprimand
Suspension
Demotion
Discharge

Disciplinary action may be imposed upon an Employee only for just cause. Any disciplinary action or measure imposed upon a non-probationary Employee may be processed as a grievance through the regular grievance procedure. If an Employee elects to process a disciplinary review through the grievance procedure, then the Employee must notify the Sheriff and, if applicable, the Merit Commission, within forty-eight (48) hours of notification of the disciplinary measure or action. If the grievance process is elected, the Employee waives all rights, if any, to Merit Commission review or procedures. The Sheriff shall immediately notify the County Board of such election. Probationary Employees are "at-will" Employees subject to discipline or discharge without recourse to the Merit Commission or the grievance procedure.

If the Employer has reason to reprimand an Employee, it shall be done in a manner that will not embarrass the Employee before other Employees or the public.

Section 2. Limitation

The employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from

imposing discipline which is commensurate with the severity of the offense. The Employer shall notify both the Employee and the Lodge of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

Section 3. Pre-disciplinary Meeting

For discipline other than oral and written reprimands, prior to notifying the Employee of the contemplated discipline to be imposed, the Employee shall notify the local Lodge of the meeting and then shall meet with the Employee involved and inform the Employee of the reason for such contemplated discipline including any names of witnesses and copies of pertinent documents. The Employee shall be informed of his contract rights to Lodge representation and shall be entitled to such, if so requested by the Employee, the Employee and Lodge representative shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Lodge representative shall be available within twenty-four (24) hours of notification. If the Employee does not request Lodge representation, a Lodge representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 4. Investigatory Interviews

Where the Employer desires to conduct an investigatory interview of an Employee where the results of the interview might result in discipline, the Employer agrees to first inform the Employee that the Employee has a right to Lodge representation at such interview. If the Employee desires such Lodge representation, no interview shall take place without the presence of a Lodge representative. The role of the Lodge representative is limited to assisting the Employee, clarifying the facts and suggesting other

Employees who may have knowledge of the facts.

Section 5. Merit Commission

The Employer and the Lodge agree that the existing Merit Commission procedures as amended by law from time to time, relating to the review of suspensions and discharges shall remain in place. For all oral and written reprimands and nondisciplinary grievances the provision of this Agreement relating to the Dispute Resolution and Grievance Procedure shall be in effect. Nothing herein shall infringe on the function of the Sheriff's Merit Commission in testing applicants for new positions or promotions and creating eligibility lists for any such positions from which the Sheriff shall fill any such positions.

ARTICLE XV

DRUG TESTING

Section 1. Statement of Policy

It is the policy of the Employer that the public has the right to expect persons employed by the Employer to be free from the effects of drugs and alcohol. As the Employer, it has the right to expect its employees to report for work fit and able for duty. The purpose of this policy shall be achieved in such a manner as not to violate any established rights of the officers.

Section 2. Prohibitions

Officers shall be prohibited from:

- (a) Consuming or possessing alcohol (unless in accordance with duty requirements) or illegal drugs at any time during the work day or anywhere on any County premises or job sites, including all Employer buildings, properties, vehicles and while engaged in Employer's business;
- (b) Illegally selling, purchasing or delivering any illegal drug during the work day or on the Employer's premises;
- (c) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs, which they are taking.

Section 3. Drug and Alcohol Testing Permitted

Where the Employer has reasonable suspicion to believe that an officer is then under the influence of alcohol or illegal drugs during the course of the work day, the Employer shall have the right to require the officer to submit to alcohol or drug testing

as set forth in this Agreement. The Employer or his designated representative must certify their reasonable suspicions concerning the affected officer prior to any order to submit to the testing authorized herein. There shall be no random or unit-wide testing of officers, except random testing of an individual officer as authorized in Paragraph 8 below and random testing of an employee who is voluntarily assigned to a Departmental Drug Enforcement Group for at least thirty (30) days such officers' duties are primarily related to drug enforcement. The foregoing shall not limit the right of the Employer to conduct such tests as it may deem appropriate for persons seeking employment as police officers prior to their date of hire.

Section 4. Order to Submit To Testing

Within eight (8) hours after the time an officer is ordered to submit to testing authorized by this Agreement, the Employer shall provide the officer with a written notice of the order, setting forth all of the objective facts and reasonable inference drawn from those facts which have formed the basis of the order to test. Refusal to submit to such testing may subject the employee to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or right that he may have. The Employee must take the test within sixty (60) minutes for alcohol and four (4) hours for drugs of being ordered to do so or it shall be deemed a refusal.

Section 5. Test To Be Conducted

In conducting the testing authorized by this Agreement, the Employer shall:

- (a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the

Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);

- (b) Establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result.
- (c) Collect a sufficient sample of the same body fluid or materials from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the officer'
- (d) Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration;
- (e) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample be gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (f) Provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's own expense provided the officer notifies the Employer within seventy-two (72) hours of

receiving the results of the tests;

- (g) Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein, the Employer will not use such information in any manner or form adverse to the officer's interests;
- (h) Require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. If a test is greater than 0.0 but less than .04, the officer shall be conclusively presumed to be not under the influence of alcohol. If the test is greater than .10, the officer shall be conclusively presumed to be under the influence of alcohol. If the test is at least .04 but less than .10, the Employer shall not be precluded from demonstrating the officer was under the influence, however, no presumption will be attached to said results and the Employer

shall bear the burden of proof in such cases;

- (i) Provide each officer tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- (j) Insure that no officer is the subject of any adverse employment action except temporary reassignment or relief from duty during the pendency of any testing procedure.

Section 6. Right To Contest

The Lodge and/or the officer, with or without the Lodge, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend to restrict, diminish, or otherwise impair any legal rights that officers may have with regard to such testing. Officers retain any such rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Lodge.

Section 7. Voluntary Requests For Assistance

The Employer shall take no adverse employment action against an officer who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the

Employer may require reassignment or temporary suspension of the officer if he is then unfit for duty in his current assignment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the officer's interest, except reassignment as described above.

Section 8. Discipline

In the first instance that an officer tests positive on both the initial and the confirmatory test for drugs or is found to be under the influence of alcohol, and all officers who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the Employer. The foregoing is conditioned upon:

- (a) the officer agreeing to appropriate treatment as determined by the physicians(s) involved;
- (b) The officer discontinues his use of illegal drugs or abuse of alcohol;
- (c) The officer completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- (d) The officer agrees to submit to random testing during hours of work during the period of "after-care".

Officers who do not agree to, or who do not act in accordance with the foregoing, or who test positive for a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline up to and including discharge.

The foregoing shall not be construed as an obligation on the

part of the Employer to retain an officer on active status throughout the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such officers shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the officer's option, pending treatment. The foregoing shall not limit the Employer's right to discipline officers for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

ARTICLE XVI

DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance

A grievance is defined as any unresolved difference between the Employer and the Lodge or any Employee regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act or the Sheriff's Merit Commission Act.

Section 2. Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the Employee and the Sheriff's designee on behalf of the Sheriff.

The Employee shall make his complaint to the Sheriff's designee. The Sheriff's designee will notify the Employee of the decision within two working days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the Employee shall first complete his assigned work task and complain later.

Section 3. Representation

Grievances may be processed by the Lodge on behalf of an Employee or on behalf of a group of Employees. The Employer may file contract grievances directly at Step 3, Section 8 of this Article. Either party may have the grievant, or one grievant representing group grievants, present at any step of the grievance procedure, and the Employee is entitled to Lodge representation at each and every step of the grievance procedure upon his request.

be exclusive of the Merit Commission and grievance procedures. Grievances being processed under the grievance procedure or reviews under the Merit Commission shall not be discussed in detail at labor-management conference, and any such discussions of pending grievances or reviews shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances or reviews and such discussions shall only be held by mutual agreement of the Employer and the Lodge, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3. Safety Issues

No Employee shall be required to use any equipment that has been designated by both the Lodge and the Employer as being defective because of a disabling condition creating a serious risk to safety of Employees unless the disabling condition has been corrected.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law creating a serious risk to safety of Employees, the officer will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

The Employer shall take all reasonable steps within available budgeted funds to protect Employees during working hours in the performance of their duties.

The Employer shall be committed to make every reasonable attempt to budget necessary funds to correct established safety conditions as jointly identified through labor-management conferences.

Section 4. Reports

Any report or recommendation which may be prepared by the Lodge or the Employer as a direct result of a labor-management conference discussion will be in writing and copies shall be submitted to the Employer and the Lodge.

Section 5. Lodge Representative Attendance

When absence from work is required to attend labor-management conferences, Employees shall, before leaving their work station, give reasonable notice to and receive approval from their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Employees attending such conferences shall be limited to two (2) and those attending such conferences outside scheduled work time shall not be compensated by the Employer.

ARTICLE XXVIII
GENERAL PROVISIONS

Section 1. Use of Masculine Pronouns

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.

Section 2. Work Rules, General Orders and County Policy

The Work Rules and General Orders of the Sheriff, as from time to time amended, which are not in conflict with this Agreement shall continue in full force and effect.

Section 3. F.O.P. Access to Employer Premises

Authorized representatives of the National or State Lodge shall be permitted to visit the Department during working hours to talk with officers of the local Lodge and/or representatives of the Employer concerning matters covered by this Agreement. Such representatives shall give reasonable notice to the Sheriff or his designee, and such visits shall not interfere with the operations of the Sheriff's Office.

Section 4. Weapon Maintenance

- (a) The service weapons of any Employee authorized to carry weapons by the Sheriff shall be repaired by a certified gunsmith at the expense of the Sheriff, ordinary wear and tear excepted. This provision shall apply to weapons registered with the Range Officer. The certified gunsmith shall be selected by the Sheriff.
- (b) The Sheriff shall continue to supply cleaning material for ordinary maintenance of such weapons.

Section 5. F.O.P. Examination of Pay Records

The Lodge or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any Employee whose pay is the subject of a

grievance or any other records of the Employee pertaining to a specific grievance at reasonable times with the Employee's consent, except those records not pertaining to a specific grievance or those records excluded under the Personnel Files Article of this Agreement unless that particular Article is the subject of a grievance.

Section 6. Damages Personal Property

The Employer agrees to repair or replace as necessary an officer's eyeglasses, contact lenses, prescription sunglasses up to a value of \$150.00 and watches up to a value of \$50.00, or other items of personal equipment if such are damaged or broken, if during the course of the Employee's duties the Employee is required to exert physical force or is attacked by another person. Incident to be documented with immediate supervisor outside the bargaining unit.

Section 7. Inoculations

The Employer agrees to pay all expenses for inoculation or immunization shots for the Employee and for members of an Employee's family when medically required as a result of said Employee's exposure to contagious diseases where said officer has been exposed to said disease in the line of duty.

Section 8. Bulletin Boards

The Employer shall provide the Lodge with designated space on available bulletin boards or provide bulletin boards on a reasonable basis where none are available for purposes of the Lodge.

Section 9. Location of Meetings

All meetings provided for in this Agreement or required by law as a result of this Agreement shall be held in McHenry County, Illinois, unless mutually agreed otherwise.

Section 10. Use of County Vehicles

The Lodge and the Sheriff agree to negotiate a vehicle use rule and regulation for the use of County motor vehicles by employees of the Collective Bargaining Unit. Either party may make a request on the other begin negotiations, said request to be made in writing. Both parties agree to make a good faith effort to negotiate a vehicle use provision in the Agreement. In the event the parties reach impasse, then either party may invoke Section 14 - Arbitration, under the Illinois Public Labor Relations Act.

ARTICLE XXIX

SAVINGS CLAUSE

In any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by an existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE XXX

LEAVES OF ABSENCE

Section 1. Discretionary Leave

- (a) The Sheriff may grant leaves of absence, without pay or salary, to Employees under his supervision for job-related reasons (such as further training or study), which will enable Employees to perform their usual and customary duties with greater efficiency and expertise, or for other valid reasons (such as prolonged illness of the Employee, his spouse, or his child or children or childbirth). The denial of discretionary leaves shall not be subject to the Dispute Resolution and Grievance Procedure of this Agreement.
- (b) The Sheriff may assure an Employee who is granted such leave, that the Employee's position, or job, will be restored to him at the conclusion of such leave; provided, however, that the Employee's employment by the County might, and could, be terminated if, during the period of such leave, the Employee's position, or job were to be eliminated by action of the County Board or the enactment or amendment of State or Federal legislation would result in the elimination of such position or job.
- (c) No leave shall be granted for a period exceeding one hundred eighty (180) consecutive calendar days, nor shall any Employee be granted a leave, or leaves, totaling more than one hundred eighty (180) days in a given calendar year without the approval of the County Board.
- (d) An Employee on leave will not accrue any benefits whatsoever.

Section 2. Absence Due to Death in Immediate Family

- (a) In the event of the death of an immediate family member, an Employee shall be permitted to be absent from his job for an appropriate number of days up to three (3) days per occurrence with the Sheriff's approval, and for each such day's absence, the Employee shall receive compensation at this normal rate of pay. If the Employee desires to be absent for more than three (3) days, he may utilize previously earned, unused vacation days and receive compensation for each such additional absence.
- (b) Any absence to attend the funeral of anyone who is not a member of an Employee's immediate family may be arranged with the Sheriff, without pay, but previously earned and unused vacation days may be utilized in such case with the consent of the Sheriff.

- (c) 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 three (3) workdays. The immediate family is defined as follows:

Father, Step-Father, Mother, Step-Mother, Mother-in-law, Father-in-law, Guardian, Husband, Wife, Step-son, Step-daughter, Brother, Step-brother, Sister, Step-sister, Son, Daughter, Son-in-law, Daughter-in-law, Grandparents, Grandchildren.

Section 3. Jury Duty

An Employee required to serve on a grand jury or petit jury shall be granted leave for the period required to serve on such jury without loss of pay. Such Employees shall sign a waiver of any compensation otherwise due them for serving on such jury.

Section 4. Military Leave

Military leave shall be granted in accordance with the McHenry County Personnel Policy.

Section 5. Maternity Leave

Pregnancy shall be treated the same as any other illness.

Section 6. Leave to Conduct Lodge Activities

(A) The Lodge shall have the right to have one (1) Lodge member placed on an unpaid leave of absence for the purpose of conducting Lodge activities. Any Lodge member so designated shall receive any benefits under this Agreement except as follows:

The Employee would retain the right to participate in the Employee's Group Insurance Program(s) provided that the cost of such is paid by the Employee and the Employee may continue to participate in the Employee's Retirement Program with the Employee paying all contributions normally paid by a county Employee.

(B) The leave may be renewed on an annual basis. Should the Employee on leave desire to return to active service with the Department, the Employee on leave must wait to return to active

service until such time as a vacancy exists in the job classification previously held by the Employee.

Section 7. Prohibition Against Misuse of Leaves

During any leave granted pursuant to the terms of this Agreement, regardless of being with or without pay, an Employee may not be gainfully employed or independently self-employed without prior approval by the Employer. Violation of the provisions contained within this Agreement shall subject the Employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement.

ARTICLE XXXI

COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXXII

DURATION AND SIGNATURE

Section 1. Term of Agreement

This Agreement shall be effective from December 1, 1990, and shall remain in full force and effect until November 30, 1993. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than one-hundred and eighty (180) days nor less than one-hundred twenty (120) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 2. Continuing Effect

Notwithstanding any provision of the Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

Section 3. Procedure on Notice of Termination

The parties agree that if either side decides to reopen negotiations upon termination, making any changes in the Agreement, the other party may so notify the other at least one-hundred twenty (120) days and no more than one-hundred and eighty (180) days prior to the expiration of the Agreement or the extension thereof. In the event such notice to negotiate is given, then the parties shall meet not later than ten (10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purposes of negotiation. All notices provided for

in this Agreement shall be served upon the other party by registered mail, return receipt requested.

IN WITNESS THEREOF, the parties hereto have affixed their signatures this 23rd day of May, 1991.

FOR THE EMPLOYER:

FOR THE LODGE:

Ann Hughes
Ann Hughes
COUNTY BOARD CHAIRMAN

Thomas Sanders
Thomas Sanders
PRESIDENT, LODGE #119

(SEAL)

Jeffery E. Sappard
UNIT REPRESENTATIVE

Katherine C. Schultz
Katherine Schultz
COUNTY CLERK

George Weber
George Weber
SECRETARY

George H. Hendle
George Hendle 6-6-91
SHERIFF

Art Stone
Art Stone
DIRECTOR: ILLINOIS F.O.P.

UNIT I PATROL	1990	YEAR 1/1991 5%	YEAR 2/1992 5%	YEAR 3/1993 5%
START	10.10	10.61	11.14	11.69
YR 1	10.87	11.41	11.98	12.58
YR 2	11.38	11.95	12.55	13.17
YR 3	11.90	12.50	13.12	13.78
YR 4	12.43	13.05	13.70	14.39
YR 5	12.94	13.59	14.27	14.98
YR 6	13.45	14.12	14.83	15.57
YR 7	13.98	14.68	15.41	16.18
YR 8	14.49	15.21	15.98	16.77
YR 9	14.84	15.58	16.36	17.18
YR 10	15.14	15.90	16.69	17.53
YR 11	15.23	15.99	16.79	17.63
YR 12	15.33	16.10	16.90	17.75
YR 13	15.44	16.21	17.02	17.87
YR 14	15.54	16.32	17.13	17.99
YR 15	15.65	16.43	17.25	18.12
YR 16	15.75	16.54	17.36	18.23
YR 17	15.86	16.65	17.49	18.36
YR 18	15.96	16.76	17.60	18.48
YR 19	16.07	16.87	17.72	18.60
YR 20	16.17	16.98	17.83	18.72

UNIT 1 DETECTIVE	1990	YEAR 1/1991 5%	YEAR 2/1992 5%	YEAR 3/1993 5%
START	10.63	11.16	11.72	12.31
YR 1	11.39	11.96	12.56	13.19
YR 2	11.91	12.51	13.13	13.79
YR 3	12.42	13.04	13.69	14.38
YR 4	12.95	13.60	14.28	14.99
YR 5	13.46	14.13	14.84	15.58
YR 6	13.98	14.68	15.41	16.18
YR 7	14.50	15.23	15.99	16.79
YR 8	15.02	15.77	16.56	17.39
YR 9	15.36	16.13	16.93	17.78
YR 10	15.67	16.45	17.28	18.14
YR 11	15.75	16.54	17.36	18.23
YR 12	15.86	16.65	17.49	18.36
YR 13	15.96	16.76	17.60	18.48
YR 14	16.07	16.87	17.72	18.60
YR 15	16.17	16.98	17.83	18.72
YR 16	16.28	17.09	17.95	18.85
YR 17	16.38	17.20	18.06	18.96
YR 18	16.49	17.31	18.18	19.09
YR 19	16.59	17.42	18.29	19.20
YR 20	16.70	17.54	18.41	19.33

4/91

UNIT I SERGEANT	1990	YEAR 1/1991 5%	YEAR 2/1992 5%	YEAR 3/1993 5%
START	16.42	17.24	18.10	19.01
YR 1	16.49	17.31	18.18	19.09
YR 2	16.57	17.40	18.27	19.18
YR 3	16.65	17.48	18.36	19.27
YR 4	16.74	17.58	18.46	19.38
YR 5	16.82	17.66	18.54	19.47
YR 6	16.90	17.75	18.63	19.56
YR 7	16.98	17.83	18.72	19.66
YR 8	17.06	17.91	18.81	19.75
YR 9	17.15	18.01	18.91	19.85
YR 10	17.23	18.09	19.00	19.95

4/91

UNIT I LIEUTENANT	1990	YEAR 1/1991 5%	YEAR 2/1992 5%	YEAR 3/1993 5%
START	17.42	18.29	19.21	20.17
YR 1	17.50	18.38	19.29	20.26
YR 2	17.59	18.47	19.39	20.36
YR 3	17.68	18.56	19.49	20.47
YR 4	17.77	18.66	19.59	20.57
YR 5	17.85	18.74	19.68	20.66
YR 6	17.93	18.83	19.77	20.76
YR 7	17.96	18.86	19.80	20.79
YR 8	18.11	19.02	19.97	20.96
YR 9	18.20	19.11	20.07	21.07
YR 10	18.29	19.20	20.16	21.17

ARTICLE XXVII

LABOR MANAGEMENT/SAFETY COMMITTEE

Section 1. Labor Management Conferences

The Lodge and the Employer mutually agree that in the interest of efficient management and harmonious Employee relations, it is desirable that meetings be held between Lodge representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a labor-management conference and expressly providing the agenda for such meeting. Such meetings shall be limited to:

- (a) Discussion of the implementation and general administration of this Agreement;
- (b) A sharing of general information of interest to the parties;
- (c) Notifying the Lodge of changes in non-bargaining conditions of employment contemplated by the Employer which may affect Employees;
- (d) Discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding further grievances;
- (e) Items concerning safety issues.

The Employer and the Lodge agree to cooperate with each other in matters of the administration of this Agreement and to the degree that standards of law enforcement can be maintained for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 2. Integrity of Merit Commission Grievance Procedures

It is expressly understood and agreed that such meetings shall

Grievances may be filed on behalf of two or more Employees only if the same facts, issues and requested remedy apply to all Employees in the group.

Section 4. Subject Matter

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, the signature of the grieving Employee(s), and the date.

Section 5. Time Limitations

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 3. Time limits may be extended by mutual agreement.

Section 6. Grievance Processing

No Employee or Lodge representative shall leave his work assignment to investigate, file or process grievances without first securing permission of his supervisor. In the event of a grievance, the Employee shall always perform his assigned work task and grieve his complaint later, unless the Employee reasonably believes that the assignment endangers his safety.

Section 7. Grievance Meetings

A maximum of two (2) Employees (the grievant and/or Lodge representative) per work shift shall be excused from work with pay to participate in a Step 1, Step 2, or Step 3 grievance meeting. The Employee(s) shall only be excused for the amount of time

reasonably required to present the grievance. The Employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the Employee's work shift.

Section 8. Steps in Procedure

Grievances arising under this Agreement shall be resolved as follows:

Step 1. If no agreement is reached between the Employee and the Sheriff's designee as provided for in Section 2, Dispute Resolution, the Lodge shall prepare a written grievance on a form mutually agreed to between the Employer and the Lodge and presented to the Sheriff's designee, no later than five (5) working days after the Employee was notified of the decision by the Sheriff's designee. Within five (5) working days after the grievance has been submitted, the Sheriff's designee shall meet with the grievant and the Lodge representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Sheriff's designee shall respond in writing to the grievant and the Lodge representative within five (5) working days following the meeting.

Step 2. If the grievance is not settled at Step 1, the grievance may be referred in writing by the Lodge within five (5) working days after the decision of the Sheriff's designee to the Sheriff himself. Within ten (10) working days after the grievance has been filed with the Sheriff, the Sheriff shall meet with the Lodge representative and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Sheriff shall respond in writing to the grievant and the Lodge within five (5) working days following that meeting.

Step 3. Only in the case of grievances involving the shared responsibilities of the Employer or the interpretation of contract language or grievances, the settlement of which would involve monies beyond the budgeted funds of the Sheriff, and if the grievance is not settled at Step 2, the Lodge, within five (5) working days after the Sheriff's written decision at Step 2, may refer the grievance in writing to the Sheriff and the designee(s) of the Chairman of the County Board. Within ten (10) working days after such referral, the grievant, the Lodge representative, the

Sheriff, and the designee(s) of the Chairman of the County Board shall meet and make a good faith effort to resolve the grievance. The Sheriff and the designee(s) of the Chairman of the County Board shall respond in writing to the grievant and the Lodge within five (5) working days following that meeting. The Sheriff shall have one vote and the designee(s) of the Chairman of the County Board shall collectively have one vote in resolving such grievances.

Step 4. If the dispute is not settled at Step 2 or Step 3, the matter may be submitted to arbitration by the Lodge, the County or the Sheriff within ten (10) working days after the Step 2 or Step 3 written decision or after the expiration of the five (5) day period that such written decision was due. Within ten (10) working days after the matter has been submitted to arbitration a representative of the Sheriff, County and the Lodge shall meet to select an arbitrator from a list of mutually agreed-to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after such meeting, the parties shall request the State Labor Relations Board to submit a list of arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the final list by alternate strikes by the co-employer representatives and the Lodge. The party requesting arbitration shall take the first strike. The person whose name remains on the final list shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the co-employers and the Lodge. Such letter shall request the arbitrator to set a time and place for the hearing subject to the availability of the co-employers and Lodge representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the city of Woodstock, Illinois, unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.

The Employer or Lodge shall have the right to request the arbitrator to require the presence of witnesses and or documents. Each party shall bear the expense of its witnesses. Once a

determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the Employer and Lodge. Costs of arbitration shall include the arbitrator's fees, room costs and transcription costs. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Lodge and the Employee or Employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

Section 9. Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the appropriate advance step where the action giving rise to the grievance was initiated.

Mutual agreement shall take place between the appropriate Lodge representative and the appropriate Employer representative at the step where it is desired to initiate the grievance.

Section 10. Pertinent Witnesses and Information

Either the Lodge or Employer may request the production of specific documents, books, papers, or witnesses reasonably available from the Lodge or the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

ARTICLE XVII

SENIORITY

Section 1. Definition of Seniority

As used herein, the department seniority, unit seniority, and classification seniority terms shall refer to and be defined as the Employee's continuous length of service or employment in the Sheriff's Department, the bargaining unit, and the classification respectively. If the type of seniority is not specified, the reference shall be construed to be unit seniority which shall be figured from the date of last hire within that Unit.

Section 2. Probationary Period

An Employee is a "probationary Employee" for the first twelve (12) months of employment. No matter concerning the layoff, discipline, or termination of a probationary Employee shall be subject to Merit Commission review or the Dispute Resolution and Grievance Procedures of this Agreement.

Section 3. Seniority List

The parties agree to the use of the current seniority list effective on the date of the execution of this Agreement. Disputes as to changes to the list shall be resolved through the grievance procedure.

Section 4. Termination of Seniority

An Employee shall be terminated by the Employer and his seniority broken when he:

- (a) quits; or
- (b) is discharged for just cause; or

- (c) is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months; or
- (d) accepts gainful employment while on an approved leave of absence from the Sheriff's Department; or
- (e) is absent for three consecutive scheduled work days without proper notification or authorization; or.
- (f) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days.
- (g) injury off-the-job for a period of twelve (12) months or any extension under Article XXI, Section 1 and after utilization of accumulated paid time off.

Section 5. Seniority While On Leave

Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence.

Section 6. Shift Bidding

- A. Once per year the Sheriff, or his designee, shall post shifts for bidding by Unit seniority. The annual bid shall take place in November for shifts effective January 1st.
- B. By mutual agreement between Employees with the consent of the Sheriff, or his designee, subject to the operating needs of the Department, individual Employees may bid shift changes in addition to the annual bid.

ARTICLE XVIII

LAYOFFS

Section 1. Layoff

In the event the Employer determines a layoff is necessary, Employees in each unit shall be laid off in such number as determined by the Sheriff unless compliance with State or Federal law requires otherwise. The Employer shall determine how many positions in each classification shall be laid off. Employees shall be laid off in the inverse order of classification seniority. Employees may bump Employees in lower rank within Unit 1 only, again using the inverse order of classification seniority. The Employer agrees to inform the Lodge in writing not less than fourteen (14) days prior to such layoffs and to provide the Lodge with the names of all Employees to be laid off in such notice.

Section 2. Layoff Order

Probationary Employees and temporary Employees shall be laid off first, then full-time Employees shall be laid off in affected units in inverse order of seniority. Individual Employees shall receive notice in writing of the layoff not less than fourteen (14) days prior to the effective date of such layoff.

Section 3. Recall

Employees shall be recalled from layoff within each particular job classification according to the order of layoff. No new Employees at all shall be hired until all Employees on layoff in that particular job classification desiring to return to work shall have been given the opportunity to return to work. Recall rights under this provision shall terminate twenty-four (24) months after layoff.

In the event of recall, eligible Employees shall receive

notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all Employees eligible for recall to notify the Sheriff of their current address. Upon receipt of the notice of recall, Employees shall have five (5) working days to notify the Sheriff of their acceptance of the recall. The Employee shall have no more than ten (10) working days thereafter to report to duty.

ARTICLE XIX

VACATIONS

Section 1. Vacation Leave

All full-time Employees shall earn vacation time. Employees on leave of absence or layoff shall not accrue vacation time. Eligible Employees shall earn vacation time in accordance with the Article IV of the McHenry County Personnel Manual, which shall not be unilaterally changed by the Employer during the term of this Agreement as it relates to the Employees of these bargaining units. If the Sheriff changes the hours of work in the Patrol Division from a 8.5 hour work day to a 12 hour work day, then those Employees shall earn vacation time based upon past practice.

Section 2. Vacation Pay

All vacation leave will be paid for at the regular hourly rate as provided in Article IV, of the McHenry County Personnel Manual. Vacation hours shall count as time worked for purposes of calculating overtime.

Section 3. Vacation Requests

Except for an occasional day which is taken as vacation leave, all Employees must submit, in writing, to the Sheriff, or his designee, a schedule of desired vacation prior to March 1st of each year. Conflicts in scheduling will be resolved in favor of the Employee with the most Unit seniority. At least one day's notice shall be given for a one day's leave. The Sheriff, or his designee shall have the right to alter any schedule if he deems it to be for the best interest of the Department to do so. No Employee shall be entitled to priority in selecting his vacation for more than three weeks in each calendar year.

Section 4. Pro-Ration Upon Termination

Upon termination or retirement of an Employee, the Employee's unused vacation, if any, shall be pro-rated based upon the number of months worked in the last year of employment.

ARTICLE XX

HOLIDAYS/PERSONAL DAYS

Section 1. Number of Holidays

Employees shall receive the holidays each year as established by a resolution of the County Board, however, the County Board shall establish a total of at least ten (10) full days in years without a general election and at least eleven (11) full days in years with a general election.

Section 2. Holiday Observance

Holiday observance, holiday during vacation, eligibility for holiday pay, emergency callouts during a holiday, etc., shall be governed by the provisions of Article IV, Holidays section of the McHenry County Personnel Policy Manual, which shall not be unilaterally changed by the Employer during the term of this Agreement as it relates to the Employees in these bargaining units.

Section 3. Holiday Pay

Employees shall continue to receive holiday compensation in accordance with past practice.

Section 4. Personal Days

Personal days shall be earned and used as provided for in Article IV of the McHenry County Policy Manual except that Employees with twelve (12) months or more of service shall receive three (3) personal days per year.

Section 5. Time Worked

Holidays and personal days shall be counted as time worked for purposes of calculating overtime.

ARTICLE XXI

SECONDARY EMPLOYMENT

Section 1. Notification of Secondary Employment

All Employees holding secondary employment shall notify the Sheriff, or his designee, of the place of employment, address, phone number, supervisor's name and hours of employment so that the Employee may be reached in an emergency.

Section 2. Secondary Employment Prohibitions

The parties recognize that it is in the best interest of the citizens of McHenry County to have an alert and non-distracted work force. More specifically, the jobs for which Employees of the McHenry County Sheriff's Department shall be prohibited from working and shall include, the following:

- (a) Where the Employer's uniform, badge, LEADS line, vehicle or equipment is utilized unless specifically approved by the Sheriff or his designee;
- (b) Where the hours worked cause the Employee such fatigue that he/she is unable to properly perform his/her job duties;
- (c) Where a conflict of interest with his/her job duties for the Employer is created;
- (d) Where the type of secondary employment is prohibited by law or negatively reflects on the Employer.
- (e) Where the Employee is employed or engaged in criminal matters or in civil matters which directly conflict with the McHenry County Sheriff's Department.

ARTICLE XXII

SICK LEAVE

Section 1. Allowance

It is the policy of McHenry County to provide protection for its full-time Employees against loss of income because of illness. All eligible Employees are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for a one-day vacation nor to be used to extend vacation periods or holidays.

Section 2. Accrual and Procedures

Each Employee shall accrue sick time as follows:

- a) On the Employee's first anniversary date, each Employee shall be credited with five (5) sick days.
- b) On each of the Employee's second, third and fourth anniversary dates, each Employee shall be credited with ten (10) sick days.
- c) If an Employee has accumulated 45 sick days, on his or her fifth anniversary date, the Employee shall be credited with 15 sick days. If the Employee has not accumulated 45 sick days on the fifth anniversary date, then he or she shall continue to be credited with only ten (10) days annually. If, on the Employee's sixth, seventh, eighth or ninth anniversary date the Employee has accumulated 45 sick days, then he shall be credited with 15 days on that anniversary date and for each subsequent years regardless of whether the

accumulation in subsequent years goes below 45 sick days.

- d) If the Employee has accumulated 120 sick days and has reached his tenth anniversary date or larger, then the Employee would accumulation 25 sick days on that anniversary date and each subsequent anniversary date thereafter.
- e) Once an Employee has reached a level set forth in Paragraph 2-(a-d), subsequent use of accumulated sick days will not cause the Employee to fall back to a lower level or sick day earnings. Any Employee with remaining accumulated and unused sick leave after accumulation of 240 days, or the maximum allowed under IMRF Regulations, whichever is greater, the Employer shall annually (on the Employee's anniversary date) buy back sick days accumulated and unused over 240 at the ratio of one (1) day of compensation for every two (2) days in either pay or vacation days.
- f) Within 90 days following the execution of the contract, the Employer shall calculate the sick days that an Employee with twelve (12) years or more of service would have accumulated but for the provisions of previous agreements or policies, and said sick days shall be added to the Employee's bank of sick days.
- g) No more than 90 sick days may be used in any

one year under the provisions of sub-paragraphs a-d above.

Section 3. Unused Leave or Retirement

If an Employee terminates employment at a time when the Employee is eligible to receive pension benefits from the Illinois Municipal Retirement Fund, then the Employee may use up to 240 sick days, or the maximum allowed under IMRF regulation, whichever is greater, accumulated for the purpose of service credit upon retirement. Thereafter, if an Employee still has accumulated sick days, he may then exchange for cash on the basis of two sick days for one day of pay.

Section 4. Sick Leave Abuse

For the purposes of the provisions contained in this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated in Section 1 and 2 of this Article. If the Employer has reasonable suspicion to believe that an Employee is abusing sick leave, then they may require a doctor's affidavit for each day on which the Employee calls in sick. The Lodge and the Employer mutually discourage the abuse of sick leave. Continued "abuse" of sick leave shall subject the Employee to disciplinary action pursuant to the terms of this Agreement.

ARTICLE XXIII

HOURS OF WORK

Section 1. Regular Hours

The regular hours of work each day shall be consecutive except that they may be interrupted by a meal period.

Section 2. Work Period

The work period is defined as a regularly recurring period of twenty-eight (28) days.

Section 3. Work Day and Shift

A. Employees in Unit I (Except Detectives) are presently scheduled to work 8½ hour shifts and 160 hours in each 28 day cycle.

B. The Sheriff, in his discretion, pursuant to his internal control authority and management right, may change the present work schedules, work day and shifts. In such case, upon request of the Lodge, the Sheriff shall meet and confer with the Lodge over the impact of such changes on affected Employees in the bargaining unit. If the schedule identified in Section 3 (A) (known as Shift Option A) is not in place, the work schedule known as Shift Option B (An 12 hour shift with two (2) days on, 2 days off and 3 days on 2 off 2 days on and 3 days off), shall be utilized.

C. Shifts may be rotated, but no more often than on a ninety (90) day basis. Shifts may be rotated but the Sheriff or his designee(s) shall have the right to deny a seniority bid to balance the experience of the manpower on each shift.

Section 4. Work Schedule

Work schedules showing the Employee's normal shifts, work days, and hours shall be posted on all department bulletin boards

at all times fourteen (14) days prior to beginning of schedule.

Section 5. Meal Periods

A. All Employees shall be granted, during each shift, a lunch period of 60 minutes if the Employee is on a 12 hour shift and 30 minutes if the Employee is on an 8.5 hour shift or less. The lunch period shall be scheduled near the middle of each shift and shall be taken at their work station at the discretion of the Shift Supervisor following departmental guidelines. The meal period may be interrupted to meet the operating needs of the Department. The meal period benefit shall not be unreasonably withheld.

B. If an Employee is denied a meal period, the Employee shall be compensated 60 minutes or 30 minutes, as the case may be, at the appropriate rate.

Section 6. Breaks

Subject to the operating needs of the Department, all Employees shall be granted a fifteen (15) minute break to be taken near the middle each half of each shift which shall be taken at their work station at the discretion of the Shift Supervisor following departmental guidelines.

Section 7. Overtime

A. Employees in Unit 1 shall be paid overtime either in cash or compensatory time at the rate of one and one-half (1½) hours for each authorized hour worked beyond one hundred seventy one (171) hours in the work period in accordance with the Fair Labor Standards Act during the first year; over 165 hours during the second year and over 160 hours during the third year of the Agreement. The Employee shall elect which form of compensation is desired at the time the hours are worked.

B. Employees who work beyond their regularly scheduled work

day or work outside their regularly scheduled shifts (but less than hours in a work period set forth in (a) above) shall be compensated at straight time rates over and above the base rate.

C. Vacation hours, holidays, personal days and compensatory time taken shall be counted as time worked for purposes of calculating overtime.

Section 8. Compensatory Time Use

Compensatory time may be accrued and carried over from year-to-year to a maximum of 160 hours. The scheduling and use of compensatory time shall be with the agreement of the Shift Supervisor in accordance with past practice.

Section 9. Court Time

Employees required to appear in Court on their off-duty hours in connection with their official duties shall receive a minimum of two (2) hours or the actual time worked, whichever is greater, at the appropriate rate. Court time shall be counted as time worked for purposes of calculating overtime. If a court time immediately precedes or follows an Employee's shift, then the Employee shall be compensated for only the actual time spent prior to, or after their regular shift.

Section 10. Call Back

A call-back is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. Employees reporting back to the Employer's premises at a specified time on a regularly scheduled work day shall be compensated for two (2) hours at the appropriate rate or be compensated for the actual time worked, whichever is greater, at the appropriate rate. Employees called in on regularly scheduled days off are entitled to the call-back minimum guarantee.

Section 11. Off Duty Volunteer Details

The Sheriff may establish guidelines for the use of equipment and uniforms on off-duty volunteer details. Requests for such details shall be referred to the Lodge and may be facilitated by a Lodge member while on duty. Such off-duty volunteer details shall not be included in hours worked for purposes of calculating overtime provided that compensation for such details work is received from sources other than the Employer.

Section 12. Minimum Staffing

The F.O.P. and the M.C.S. agree that the present agreed upon level of staffing may be increased under the following circumstances. It is also agreed that any increase would not effect the number of officers currently allowed off at any one time. The current number is set as minimum 2 off for vacation - 1 off for compensatory time, total of 3. Compensatory time off is subject to cancellation only if it would bring the number of officers working a shift below the current level at that time.

1. Increase in minimum staffing by Sheriff only if sufficient additional personnel are made available.

2. Increase in minimum staffing by Sheriff in certain extenuating circumstances as agreed upon by both F.O.P. and Sheriff - such as Large Rock Concert - Major Strike or like subjects.

3. Sheriff agrees to maintain agreed upon minimum staffing level except for extenuating circumstances as referred to in item #2.

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4. Minimum staffing will not be used to deny time off provided time off was requested prior to knowledge of extenuating circumstances.

5. Sheriff agrees that if the minimum staffing level is increased, he will call back to that level.

ARTICLE XXIV

WORKING OUT OF CLASSIFICATION

Section 1. Senior Rank Recognition

Any officer who is scheduled to work in a position or rank for a period of one (1) day or more, that is senior to that which he normally holds shall be paid at the rate for the senior position or rank while so acting.

Section 2. Senior Rank/Vacation, Sick Leave

Notwithstanding the provisions of Section 1 of this Article, officers may be used to work in a position of senior rank to fill vacation or sick leave absences of the senior rank.

Section 3. Senior Rank Six Months or More

When an officer is required to assume the duties and responsibilities of a rank higher than that which he normally holds for any accumulated total of at least six (6) months in any calendar year, he shall be paid the rate for the higher rank for his vacation period with any necessary adjustments to be made at the end of the calendar year.

Section 4. Light Duty

An Employee injured on-the-job may be eligible for light duty work upon presentation to the Employer of a Doctor's affidavit certifying that they are able to do the same. Once light duty work has commenced, the Employee will be permitted to work a maximum of six (6) months, or extensions thereof certified by the Employer's physician as light duty work and upon completion of the six (6) month period must return to active duty or lose light duty status. This provision shall become effective for all on-the-job injuries which occur after the effective date of this Agreement.

ARTICLE XXV

WAGES/COMPENSATION/ALLOWANCES

Section 1. Wage Schedules

Employees in the bargaining Unit shall be compensated according to the separate schedules hereto attached as separate pages of Exhibit #1 and made a part hereof.

Section 2. Placement and Schedules

Effective December 1, 1990, Employees in the bargaining Unit 1 shall be remain on the appropriate compensation schedule in the same position they were on November 30, 1990. During the term of this Agreement, Employees shall then advance on the compensation schedule on their anniversary date.

The attached pay schedules shall be effective as of December 1, 1990 and any pay increases shall be effective on that date. There shall be no other pay increases during the term of this Agreement.

Section 3. Clothing Allowances

(a) Employees shall receive a \$200.00 allowance for the purchase of required uniforms and equipment during each year of the term of this Agreement. Additionally, each of said Employees shall annually receive in accordance with past practice the following payment as reimbursement for cleaning of uniforms:

Fiscal Year 1990-1991	\$250.00
Fiscal Year 1991-1992	\$300.00
Fiscal Year 1992-1993	\$300.00

(b) Investigators in Unit I shall annually receive a clothing purchase and cleaning reimbursement

of \$500.00 for the first year of the Agreement, and \$600 for the second and third years of the agreement, paid in accordance with past practice.

(c) The items of personal property and clothing which may be bought with the clothing allowance for uniformed Employees are limited to the following:

Pants	Shirts
Belts	Long Sleeve Shirts
Short Sleeve Shirts	Park (Patrol only)
Winter Coat	Spring/Fall Coat
Rain Coat/Hat Cover	Blazers (Bailiffs only)
Winter Hat	Summer Hats and Acorns
Caps (Boat Patrol only)	Name Tags
Ties	Tie Clip/Bar
Sam Browne Belt)	
Holster)	
Cuff Case)	Basket Weave
Amo Case)	
Belt Keepers)	
Cartridge Holders)	
Cuffs	Sweater (Wooly-Pully)

Section 4. Reimbursement of Training and Various Expenses

In the event that an Employee appointed as a deputy or other Employee requiring training or uniforms resigns for any reason within twelve (12) months from the date of payments made by the County of McHenry for completion of the Illinois Police Training Act Minimum Standards Basic Law Enforcement Training Course or other courses related to the performance of the Employee's job, then the Employee shall reimburse the County for all or a portion of the money so expended, except that amount of said County expenditures which were reimbursed by the State of Illinois, plus all or a portion of money expended by the County for uniforms on the following basis:

- (a) If the Employee resigns prior to completing four (4) months of employment after such

ARTICLE XXVI

BENEFITS AND PENSIONS

Section 1. Health Benefits for the period from December 1, 1990 to April 30, 1991

- A. The Employer will continue the same Health Care benefits as were in effect on November 30, 1990.
- B. For the period May 1, 1991 through December 31, 1992, the Employer shall maintain the Health Care Plan set forth in a plan dated April 30, 1991, and made apart hereof by reference. This includes coverage, deductibles, co-payments, maximum benefits and fees and costs set forth therein.
- C. For the period from January 1, 1993 to and including November 30, 1993, the Employer shall keep the same coverage as described in the Health Care Plan set forth in a plan dated April 30, 1991, and made apart hereof by reference, however the monthly administration fees and premiums shall be amended to reflect the actual cost of the benefits provided for during the period from May 1, 1991 to November 30, 1992, provided further, however, that any increase shall not exceed 15% more than the fees and premiums applicable for the period set forth in sub-section (b) above.
- D. Any Employee wishing to waive the health benefits may do so by signing and filing the

expenditure, 100% of the total expense shall be reimbursed;

(b) If the Employee resigns after four (4) months and before eight (8) months, 75% of the total expense shall be reimbursed;

(c) If the Employee resigns after eight (8) months, but less than one (1) year, 50% of the total expense shall be reimbursed.

Expenses of training shall include, but not be limited to hotel and meal expenses, travel allowances, tuition and book fees and other expenses reasonably related to the training of the Employee.

Any Employee resigning as provided for herein shall be subject to an automatic wage deduction from his last paycheck to cover the cost of expenses and any balance remaining due thereafter shall be paid to the County over the same period of time for which the Employee was employed by the McHenry County Sheriff's Department prior to resignation.

Section 5. Limitation

Employees who would have their wages reduced or frozen by Section 2 of this Article, shall be paid at their base rate effective November 30, 1990, until the terms of this Agreement would allow advancement, if ever.

appropriate form in the County Board Office.

The waiver shall be effective upon filing.

Section 2. Dental Benefits

The Employer shall maintain the dental benefits set forth in the Dental Plan dated December 1, 1988 during the term of this Agreement.

Section 3. Death Benefit

The Employer shall maintain McHenry County Employee Death Benefit and Accident Death and Dismemberment Benefit as adopted April 1, 1987 in full force and effective during the term of this Agreement.

Section 4. Pensions

The Employer shall continue to contribute on behalf of the Employees to the Illinois Municipal Retirement Fund in the amount the Employer is required to under State Statutes.

Section 5. Deductions

The Employer shall deduct any Employee contribution required in this Agreement from wages due the Employee.