

AGREEMENT

Between

**COUNTY OF MCHENRY
and the
MCHENRY COUNTY SHERIFF**

and

ILLINOIS FRATERNAL ORDER OF POLICE

LABOR COUNCIL

for the

**UNIT II
CORRECTIONAL OFFICERS
BARGAINING UNIT**

**EFFECTIVE
DECEMBER 1, 2011- NOVEMBER 30, 2014**

Table of Contents

ARTICLE I - RECOGNITION	1
Section 1.1. Unit Description	1
Section 1.2. Supervisors	1
Section 1.3. Sheriff's Auxiliary	2
Section 1.4. Short-Term/Part-Time Employees.....	2
Section 1.5. Job Class Duty Changes.....	2
ARTICLE II - NEW CLASSIFICATIONS AND VACANCIES.....	2
Section 2.1. New Classifications.....	2
Section 2.2. Vacancies.....	3
Section 2.3. Assignments.....	3
ARTICLE III - NON-DISCRIMINATION	4
Section 3.1. Equal Employment Opportunity.....	4
Section 3.2. Prohibition Against Discrimination.....	4
Section 3.3 Council Membership or Activity	4
ARTICLE IV - MANAGEMENT RIGHTS	4
ARTICLE V - SUBCONTRACTING	5
Section 5.1. General Policy	5
ARTICLE VI - DUES DEDUCTION AND FAIR SHARE	6
Section 6.1. Dues Deduction.....	6
Section 6.2. Dues	6
Section 6.3. Fair Share.....	6
Section 6.4. Indemnification.....	7
ARTICLE VII - BILL OF RIGHTS.....	7
ARTICLE VIII - MAINTENANCE OF STANDARDS.....	8
ARTICLE IX - F.O.P. REPRESENTATIVES.....	8
Section 9.1. Grievance Processing.....	8
Section 9.2. Delegates to F.O.P. Conferences	9
Section 9.3. Council Negotiating Team.....	9
Section 9.4. Notification of Representatives	9
ARTICLE X - NO STRIKE.....	9

Section 10.1. No Strike Commitment	9
Section 10.2. Performance of Duty	10
Section 10.3. Resumption of Operations	10
Section 10.4. Council Liability	10
Section 10.5. Discipline of Strikers	10
ARTICLE XI - IMPASSE RESOLUTION.....	11
ARTICLE XII - INDEMNIFICATION	11
Section 12.1. Employer Responsibility	11
Section 12.2. Legal Representation	11
Section 12.3. Cooperation	11
Section 12.4. Applicability	11
ARTICLE XIII - PERSONNEL FILES	12
Section 13.1. Personnel Files	12
Section 13.2. Inspection	12
Section 13.3. Notification	13
Section 13.4. Investigation	13
ARTICLE XIV - DISCIPLINE AND DISCHARGE.....	13
Section 14.1. Discipline and Discharge	13
Section 14.2. Limitation	14
Section 14.3. Pre-Disciplinary Meeting.....	14
Section 14.4. Investigatory Interviews	14
Section 14.5. Internal Investigations.....	15
ARTICLE XV - DRUG TESTING	15
Section 15.1. Statement of Policy	15
Section 15.2. Prohibitions	15
Section 15.3. Drug and Alcohol Testing Permitted.....	15
Section 15.4. Order to Submit to Testing.....	16
Section 15.5. Test To Be Conducted	16
Section 15.6. Right To Contest.....	17
Section 15.7. Voluntary Requests For Assistance.....	18
Section 15.8. Discipline	18
ARTICLE XVI - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE.....	19

Section 16.1. Definition of a Grievance	19
Section 16.2. Dispute Resolution	19
Section 16.3. Representation.....	19
Section 16.4. Subject Matter	20
Section 16.5. Time Limitations.....	20
Section 16.6. Grievance Processing.....	20
Section 16.7. Grievance Meetings.....	20
Section 16.8. Steps in Procedure.....	21
Section 16.9. Advanced Grievance Step Filing	22
Section 16.10. Pertinent Witnesses and Information.....	23
ARTICLE XVII - SENIORITY.....	23
Section 17.1. Definition of Seniority	23
Section 17.2. Probationary Period	23
Section 17.3. Seniority List	23
Section 17.4. Termination of Seniority	24
Section 17.5. Seniority While On Leave or Promotion.....	24
Section 17.6. Shift Bidding.....	24
Section 17.7. Seniority Tie Breaking.....	25
ARTICLE XVIII - LAYOFFS.....	25
Section 18.1. Layoff.....	25
Section 18.2. Layoff Order	26
Section 18.3. Recall	26
ARTICLE XIX - VACATIONS	27
Section 19.1. Vacation Leave	27
Section 19.2. Vacation Pay	27
Section 19.3. Vacation Requests	27
Section 19.4. Pro-Ration Upon Termination	28
ARTICLE XX - HOLIDAYS/PERSONAL DAYS	29
Section 20.1. Number of Holidays.....	29
Section 20.2. Holiday Observance.....	29
Section 20.3. Holiday Pay	29
Section 20.4. Personal Days.....	30

Section 20.5. Time Worked	31
ARTICLE XXI - SECONDARY EMPLOYMENT	31
Section 21.1. Notification of Secondary Employment	31
Section 21.2. Secondary Employment Prohibitions.....	31
ARTICLE XXII - SICK LEAVE	32
Section 22.1. Allowance	32
Section 22.2. Accrual and Procedures	33
Section 22.3. Unused Leave or Retirement.....	34
Section 22.4. Sick Leave Abuse	34
ARTICLE XXIII - HOURS OF WORK	34
Section 23.1. Regular Hours.....	34
Section 23.2. Work Period	35
Section 23.3. Work Day and Shift.....	35
Section 23.4. Work Schedule	35
Section 23.5. Meal Periods	35
Section 23.6. Breaks.....	36
Section 23.7. Overtime.....	36
Section 23.8. Compensatory Time Use	36
Section 23.9. Court Time	37
Section 23.10. Call Back.....	37
ARTICLE XXIV - WORKING OUT OF CLASSIFICATION	38
Section 24.1. Senior Rank Recognition	38
Section 24.2. Senior Rank/Vacation Sick Leave	38
Section 24.3. Senior Rank Six Months or More.....	38
Section 24.4. Light Duty	38
Section 24.5 Line of Duty Injury	39
ARTICLE XXV – WAGES/COMPENSATION/ALLOWANCES	39
Section 25.1. Wage Schedules	39
Section 25.2 Placement and Schedules	39
Section 25.3. Clothing Allowances	40
Section 25.4. Reimbursement of Training and Various Expenses.....	41
Section 25.5 Corrections Training Officer	41

ARTICLE XXVI - BENEFITS AND PENSIONS	42
Section 26.1. Health Benefits.....	42
Section 26.2. Retiree Medical Benefits.....	43
Section 26.3. Death Benefit	45
Section 26.4. Pensions	45
Section 26.5. Deductions.....	45
Section 26.6. IRC Section 125 Plan	45
ARTICLE XXVII - LABOR MANAGEMENT/SAFETY COMMITTEE	45
Section 27.1. Labor Management Conferences	45
Section 27.2. Integrity of Grievance Procedures	46
Section 27.3. Safety Issues	46
Section 27.4. Reports	47
Section 27.5. Council Representative Attendance	47
ARTICLE XXVIII - GENERAL PROVISIONS.....	47
Section 28.1. Use of Masculine Pronouns.....	47
Section 28.2. Work Rules. General Orders and County Policy.....	47
Section 28.3. F.O.P. Access to Employer Premises	48
Section 28.4. Weapon Maintenance	48
Section 28.5. F.O.P. Examination of Pay Records.....	48
Section 28.6. Damages Personal Property	48
Section 28.7. Inoculations	49
Section 28.8. Bulletin Boards.....	49
Section 28.9. Location of Meetings	49
Section 28.10 Residency.....	49
ARTICLE XXIX - SAVINGS CLAUSE.....	49
ARTICLE XXX - LEAVES OF ABSENCE.....	50
Section 30.1. Discretionary Leave	50
Section 30.2. Absence Due to Death in Immediate Family	50
Section 30.3. Jury Duty.....	51
Section 30.4. Military Leave	51
Section 30.5. Maternity Leave	51
Section 30.6. Leave to Conduct Council Activities.....	51

Section 30.7. Prohibition Against Misuse of Leaves	52
ARTICLE XXXI - COMPLETE AGREEMENT	52
ARTICLE XXXII - DURATION AND SIGNATURE.....	52
Section 32.1. Term of Agreement	52
Section 32.2. Continuing Effect.....	53
Section 32.3. Procedure on Notice of Termination	53
EXHIBIT 1 – Wage Scale	54
EXHIBIT 2 – Dues Deduction Form.....	55
EXHIBIT 3 – Side Letter Regarding Insurance	56
EXHIBIT 4 – Grievance Form.....	57

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 Illinois F. O. P. Labor Council hereinafter referred to as the "Council."

The purpose of this Agreement is to provide and orderly collective bargaining relationship between the Employer and the Council representing the Employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Council 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 1.1. Unit Description

The Employer hereby recognizes the Council 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 II - Correctional Officers Unit

Included: Merited Deputy Sheriffs and non-merited corrections officers, in the Corrections Division assigned to the correctional facility in the Corrections Division.

Excluded: Sheriff, Corrections Administrator, Registered Nurse, Undersheriff, Correctional Sergeants, supervisory, managerial, confidential Employees and all others excluded by the Act, and all other Employees of the Sheriff's Office.

Section 1.2. 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 1.3. Sheriff's Auxiliary

The Employer may continue to utilize the services of the McHenry County Sheriff's Deputy and Police Auxiliary, the posse and snow mobile 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 1.4. 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 and applicable Illinois law. Such utilization shall not cause any layoffs of the bargaining unit Employees.

Section 1.5. Job Class Duty Changes

The parties agree that administrative reorganization of the Sheriff's Office 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 2.1. New Classifications

Where the Employer finds it necessary to create a new job classification, which falls within the bargaining unit, the Employer and Council 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, Council may appeal the proposed pay grade to the 3rd step of the grievance procedure.

The second or third step of the grievance procedure an 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 procedure 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 2.2. Vacancies

Vacancies in Unit II shall be filled at the sole discretion of the Sheriff.

Section 2.3. Assignments

Duty assignments by the Sheriff for Classification Officers, Program Officers, Road Crew Officers, Court Officers, Video Court Officers, Property room Officers and Quartermaster will be based upon qualifications, ability and skill all as determined by the Sheriff.

Qualifications, ability and skill being equal, the assignment will be made by seniority, in reviewing the discretion of the Sheriff, his decision may reverse only upon a showing that it is arbitrary or capricious and against the manifest weight of the evidence.

ARTICLE III - NON-DISCRIMINATION

Section 3.1. Equal Employment Opportunity

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

Section 3.2. Prohibition Against Discrimination

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

Section 3.3 Council Membership or Activity

Neither the Employer nor the Council shall interfere with the right of Employees covered by this Agreement to become or not become members of the Council, and there shall be no discrimination against any such Employees because of lawful Council 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 Office;
- b) To determine the overall budget;
- c) To establish work rules and schedules of work;
- d) To create an organizational structure; to hire or promote from the eligibility list, transfer, schedule and assign Employees in positions and to create, combine, modify and eliminate positions within the Sheriff's Office;

- 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 Office and the provisions of this Agreement;
- f) To lay off Employees according to the terms of this Agreement;
- g) To determine quality and maintain efficiency of the operations of the Sheriff's Office;
- 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 Office 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 Office operations are to be conducted;
- o) To take whatever action is necessary to carry out the functions of the Sheriff's Office 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. Anything not specifically provided for pursuant to this Collective Bargaining Agreement shall be left to the exclusive discretion of the Employer.

ARTICLE V - SUBCONTRACTING

Section 5.1. General Policy

It is the general policy of the Employer to continue to utilize the 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 interest of economy, improved work product, or

emergency, provided such subcontracting will not cause the layoff or reduction in force of any bargaining unit employee.

ARTICLE VI - DUES DEDUCTION AND FAIR SHARE

Section 6.1. Dues Deduction

Upon receipt of a written and signed authorization form from an Employee, the Employer shall deduct the amount of Council 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 Council in accordance with the laws of the State of Illinois. The Council shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

Section 6.2. 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 Council and 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 Council 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 Council. Authorization for such deduction shall only be irrevocable by providing thirty (30) days written notice to the Employer and the Council.

Section 6.3. Fair Share

Any present Employee covered by this Agreement who is not a member of the Council shall be required to pay a fair share (not to exceed the amount of Council 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 Council on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

- 1) The Council has certified to the Employer that the affected covered Employee has been delinquent in his/her obligation for at least thirty (30) days;
- 2) The Council 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 Council of his/her obligations pursuant to this Article and of the manner in which the Council has calculated the fair share fee;
- 3) The Council 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 Council for the purpose of determining and resolving any objections the Employee may have to the fair share fee.

Section 6.4. Indemnification

The Council 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 the 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 50 ILCS 725/1 of the Illinois Compiled Statutes. The officer may be relieved of duty pending formal hearing and shall receive all ordinary pay and benefits, as he/she would have if he/she

were not charged. The employee shall have the right to be represented at such inquiries, investigations or interrogations by a Council representative.

In the case of recommended suspensions pending discharge, the officer may be relieved of duty without pay for a period of up to 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 Office. Thirty (30) days prior to implementation, the Employer will notify the Union and the parties shall immediately sit down to negotiate the changes. If the parties are not able to agree on the implementation of the changes proposed by the Employer, then they shall arbitrate in accordance with the procedures set forth in the IPLRA as amended. 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 9.1. Grievance Processing

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

Section 9.2. 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 Council 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 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 Office. Such requests shall not be unreasonably denied.

Section 9.3. Council Negotiating Team

Up to two (2) Members designated as being on the Council 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 Council negotiating team member is in regular day-off status on the day of negotiations, he/she will not be compensated for attending the session.

Section 9.4. Notification of Representatives

The Council shall notify the Employer on December 1st of each year, the officers and stewards, if any, of the Union and the Employer shall notify the Union of its designated representative.

ARTICLE X - NO STRIKE

Section 10.1. No Strike Commitment

Neither the Council nor any 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 Council nor any bargaining unit member shall refuse to cross any picket line, by whoever established.

Section 10.2. 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 Council agrees that no disciplinary action or other action will be taken by the Council against any Employee or Employees covered by this Agreement by reason of any such action or conduct in the line of duty.

Section 10.3. Resumption of Operations

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

Section 10.4. Council Liability

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

Section 10.5. Discipline of Strikers

Any 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 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 a bargaining unit member in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE XI - IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (5 ILCS 315/14), from time-to-time.

ARTICLE XII - INDEMNIFICATION

Section 12.1. Employer Responsibility

Those employees being designated as merited deputy sheriffs will be indemnified pursuant to 55 ILCS 5/5-1002. Those remaining will be covered by 745 ILCS 10/2-302 and other applicable law.

Section 12.2. Legal Representation

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

Section 12.3. 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 12.4. Applicability

The Employer will provide the protection set forth in Section 1 and Section 2 above, only so long as the Employee is acting within the scope of his employment and where the Employee 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 13.1. 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 County Administrator's offices as are necessary to the discharge of their functions. The Employer shall comply with the provisions of the "Access to Personnel Records Act", 820 ILCS 40/0.01.

Section 13.2. 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, and on off-duty hours of the employee, except for employees who work normal administrative business hours (Monday through Friday);
- 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 respect to such grievance, that Employee may have a representative of the Council 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 13.3. Notification

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

Section 13.4. Investigation

The Employer shall not release the names, photos or descriptions of bargaining unit 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 14.1. Discipline and Discharge

The parties recognize the principles of progressive and corrective disciplinary action which shall be imposed in a timely manner upon completion of the investigation. 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. Other reasonable conditions of employment may be imposed by the employer in conjunction with the discipline. 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 within forty-eight (48) hours of notification of the disciplinary measure or action. Probationary Employees are “at-will” Employees subject to discipline or discharge without recourse to 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. This shall not prohibit the Employer from informing the complainant of the discipline of any employee once it has finally been determined.

Section 14.2. 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 Council of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

Any record of employee discipline with less and including five (5) days of suspension will not be utilized for purposes of progressive discipline after a period of five (5) years. For discipline of more than five (5) days of suspension it will not be utilized after ten (10) years, unless a pattern of sustained infractions exist.

Section 14.3. Pre-Disciplinary Meeting

For discipline other than oral and written reprimands, prior to notifying the Employee of the contemplated discipline to be imposed, the Employer shall notify the Council 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 Council representation and shall be entitled to such, if so requested by the Employee, the Employee and Council representative shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Council representative shall be available within - twenty-four (24)- hours of notification. If the Employee does not request Council representation, a Council representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 14.4. 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 Council representation at such interview. If the employee desires such Council representation, no interview shall take place without the presence of a Council representative. If a Council representative of the employee's choice is not available at the time of the request or a reasonable time thereafter, not to exceed eight hours, the Council representative present may be used by the employee. This does not preclude both parties from mutually agreeing to an extension of time.

Section 14.5. Internal Investigations

The Employer shall give employees notice of the status of internal investigations when completed and the disposition thereof within fourteen (14) days of the disposition. If an internal investigation is not sustained within fourteen (14) days of the determination of not sustained, the Employer shall notify the officer in writing that the investigation was not sustained.

ARTICLE XV - DRUG TESTING

Section 15.1. 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 15.2. Prohibitions

Officers shall be prohibited from.

- a) Consuming or possessing alcohol (unless in accordance with duty requirements) 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, consuming or possessing any illegal drug;
- c) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs, which they are taking.

Section 15.3. 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 and such officer's 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 correctional officers prior to their date of hire.

Section 15.4. 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 15.5. 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 by 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; 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;
- f) 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;
- g) 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 .041 or more based upon the grams of alcohol per 100 milliliters of blood shall be considered positive and conclusive evidence that the employee is under the influence. If a test is greater than 0.0 but less than .04 the officer shall be conclusively presumed not to be under the influence of alcohol.
- h) Provide each officer tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- i) 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 15.6. Right To Contest

The Council and/or the officer with or without the Council 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 Council.

Section 15.7. 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 15.8. 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 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 16.1. Definition of a Grievance

A grievance is defined as any unresolved difference between the Employer and the Council 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.

Section 16.2. 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 within ten (10) calendar days from the conduct or event giving rise to the grievance, or ten (10) calendar days from the time the employee knew, or should have known of the conduct or event giving rise to the grievance. The Sheriff's designee will notify the Employee of the decision within ten (10) calendar 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 16.3. Representation

Grievances may be processed by the Council 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 Council representation at each and every step of the grievance procedure upon his request.

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 16.4. 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 16.5. 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 16.6. Grievance Processing

No Employee or Council 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 16.7. Grievance Meetings

A maximum of two (2) Employees (the grievant and/or Council 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 16.8. 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 Council shall prepare a written grievance on a form mutually agreed to between the Employer and the Council and presented to the Sheriff's designee, no later than ten (10) calendar days after the Employee was notified of the decision by the Sheriff's designee. Within ten (10) calendar days after the grievance has been submitted, the Sheriff's designee shall meet with the grievant and the Council 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 Council representative within ten (10) calendar days following the meeting.

Step 2. If the grievance is not settled at Step 1, the grievance may be referred in writing by the Council within ten (10) calendar days after the decision of the Sheriff's designee to the Sheriff himself. Within ten (10) calendar days after the grievance has been filed with the Sheriff, the Sheriff shall meet with the Council 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 Council within ten (10) calendar 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 Council, within ten (10) calendar 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) calendar days after such referral, the grievant, the Council 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 Council within ten (10) calendar 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 Council, the County or the Sheriff within fifteen (15) calendar days after the Step 2 or Step 3 written decision or after the expiration of the ten (10) calendar day period that such written decision was due. Within fifteen (15) calendar days after the

matter has been submitted to arbitration a representative of the Sheriff, County and the Council 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 fifteen (15) calendar days after such meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a panel of seven 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 Council. 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 Council. Such letter shall request the arbitrator to set a time and place for the hearing subject to the availability of the co-employers and Council '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 Council 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 arbitral 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 Council. 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 Council 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 16.9. 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 Council representative and the appropriate Employer representative at the step where it is desired to initiate the grievance.

Section 16.10. Pertinent Witnesses and Information

Either the Council or Employer may request the production of specific documents, books, papers, or witnesses reasonably available from the Council 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 17.1. 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 Office, 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 the Unit.

Section 17.2. 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 the Dispute Resolution and Grievance Procedures of this Agreement. The probationary period may be extended up to two (2) six (6) month periods by mutual agreement of the parties, except that all probationary employees hired prior to the ratification of this agreement will be governed by the previous contract probationary employee section.

Section 17.3. Seniority List

The Employer shall post a seniority list on September 15th of each year. Disputes as to changes to the list shall be resolved through the grievance procedure.

Section 17.4. 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 Office; or
- e) is absent for three consecutive scheduled work days without proper notification or authorization; or fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days.

The foregoing is subject to the right if the employee to grieve any termination for cause.

Section 17.5. Seniority While On Leave or Promotion

Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence. Except as may be provided otherwise by law, no employee will accrue any benefits while on unpaid leave for any reason. Employees who are promoted out of the bargaining unit and return to the bargaining unit shall retain their County seniority for benefit accumulation purposes and any unit seniority accrued prior to being promoted.

Section 17.6. Shift Bidding

- a) By October 1st of each year, the Sheriff or his designee, shall post shifts for bidding by Unit seniority. The annual bid shall take place in November for shifts to become effective the first pay period in January. The Sheriff has the right to determine the gender composition of the workforce.
- b) In administering the bid selection process provided for in Section 6A herein, should a vacancy exist at the time of shift bidding it will not be filled. However, each time the Sheriff elects to fill a vacancy and the new officer is hired and fully trained, as determined at the sole discretion of the Sheriff or his designee, which shall not be more than three (3) months from the graduation of mandated corrections officer basic training, then the shift vacancy will be posted for a period of seven (7) days

and filled by the most senior Officer requesting the assignment. Management is not required to notify personnel who are not present. Not more than two (2) postings caused by the filling of a vacancy will be done. Should no officer request the posted assignment in the seven day period, management reserves the right to assign the new employee to the vacant position. Officers who select another shift in accordance with this section' and are transferred will not be authorized to bump other, officers regarding previously approved vacation picks and must select vacation from available openings with approval of the Sheriff.

- c) If the Sheriff decides to alter the number of filled slots on a shift during the course of the year, then he shall post the available slots for bidding in the same manner as described in this Section 6B. This does not prohibit the Sheriff from making temporary shift assignments based on operational necessity.

Section 17.7. Seniority Tie Breaking

In the event two (2) or more employees have, the exact same date of hire, seniority of the affected employee shall be determined by a numerical lottery drawing done by the Employer, and witnessed by the Council.

ARTICLE XVIII - LAYOFFS

Section 18.1. 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 classifications within that Unit II only, again using the in reverse order of classification seniority. The Employer agrees to inform the Council in writing not less than fourteen (14) days prior to such layoffs and to provide the Council with the names of all Employees to be laid off in such notice.

Section 18.2. 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 18.3. 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, unless a further extension is mutually agreed upon.

ARTICLE XIX - VACATIONS

Section 19.1. 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 following schedule:

YEARS OF COMPLETED CONTINUED SERVICE		LENGTH OF VACATION	
1	Year	5	Days
2- 5	Years	10	Days
6-10	Years	15	Days
11-20	Years	20	Days
21	Years	21	Days
22	Years	22	Days
23	Years	23	Days
24	Years	24	Days
25	Years	25	Days

Section 19.2. 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 19.3. Vacation Requests

All employees may submit in writing, to the Sheriff or his designee, a schedule of desired vacation prior to the following annual bids:

December 15th for dates in January, February, and March of the upcoming calendar year.

March 1st for dates in April thru December of that calendar year.

Conflicts in scheduling will be resolved in favor of the employee with the most unit seniority. No employee shall be entitled to priority in selecting his vacation for more than three (3) weeks in either of the annual bids.

Vacation days requested after the annual bids and with fifteen (15) days or more notice will be approved provided the vacation maximums have not been met, or approval would create overtime. The Sheriff's designee will advise the Officer if the vacation day(s) are approved or denied on the date requested.

Additional vacation requests may be granted provided shift minimums are met, such requests will not be approved if they would require overtime callbacks in order to meet agreed upon minimum staffing requirements. At least one (1) days notice shall be given for a one (1) day leave.

Vacation maximums will be for up to nine (9) employees (including up to three (3) Court Officers) Monday through Friday and ten (10) employees on weekends and holidays for the day shift, up to six (6) employees for the afternoon shift, up to four (4) employees for the night shift and up to one (1) Transport Officer. The Sheriff or his designee shall have the right to alter any schedule if deemed to be in the best interest of the department to do so.

If for any reason, the number of Officers should change on any given shift then the Union and Administration will meet in a labor management meeting to address any alteration in the above vacation maximums.

Section 19.4. 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. The Employer shall deduct any vacation used but not yet accrued from the employee's final compensation.

ARTICLE XX - HOLIDAYS/PERSONAL DAYS

Section 20.1. 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 20.2. Holiday Observance

Holidays for all members of the bargaining unit will be observed on the actual calendar date of the holiday. Management and the union agree that any deviation from this language will be by agreement through the labor management process.

Section 20.3. Holiday Pay

- A. An employee regularly schedule to work on Thanksgiving Day or Christmas Day will receive either of the following, at the employee's choosing:
 - 1. Time off, at time and one-half of the employee's regular hourly rate, to be added to the employee's accrued compensatory time, plus the regular day's pay; or
 - 2. Pay for the holiday worked at time and one-half of the employee's regular hourly rate, plus the regular day's pay.

- B. An employee regularly scheduled to work on a holiday will receive either of the following, at the employee's choosing;
 - 1. Time off at the employee's regular hourly rate, to be added to the employee's accrued compensatory time, plus the regular days pay; or
 - 2. Pay for the holiday worked at the employee's regular hourly rate, plus the regular day's pay.

- C. When a holiday falls on an employee's regularly scheduled day off the employee will receive either of the following, at the employee's choosing;

1. One (1) extra day compensation, in lieu of the holiday, to be paid at the employee's regular hourly rate; or
 2. One (1) extra day compensation, in lieu of the holiday, to be paid at the employee's regular hourly rate in the form of compensatory time-off, with said compensatory time to be added to the employee's accrued compensatory time-off.
- D. If an employee is mandated or volunteers to work on any holiday he/she is not otherwise scheduled to work on, they shall be paid double time in addition to the holiday compensation.
- E. Any employee who calls in sick on the calendar date of an observed holiday shall not be entitled to Holiday pay for that day. However, the employee shall be compensated for the day through the use of the employee's accrued sick time, if any. In addition, an employee must workday or take an approved vacation, comp or personal day; the last calendar workday before the holiday and the first calendar day after the holiday to be entitled to holiday pay.

Section 20.4. Personal Days

Newly hired regular full-time employees will receive one (1) personal day upon the completion of six (6) months of continuous service and will receive two (2) personal days upon the completion of twelve (12) months of continuous service. After an employee's first anniversary date, three (3) personal days are awarded at the beginning of every calendar year (January 1st).

Further, the Employer shall grant any employee's request to use up to three (3) personal days as call in days regardless of minimum staffing for up to two (2) Employees per shift on weekdays and up to three (3) Employees per shift on weekends and holidays. Court and transport officers will be considered as day shift officers for their call in personal days. Any supervisor is authorized to grant the employees request.

Call-in personal days may not be used on Christmas or Thanksgiving.

Personal days must be used in full-day increments to qualify as call-ins. Personal days used in less than full-day increments must be pre-approved based on current staffing.

Correctional Officers are required to notify a shift supervisor when requesting to utilize a personal day as far as possible in advance of the starting time for the shift, but absent an emergency situation, no later than one (1) hour prior to the start of their shift.

Section 20.5. Time Worked

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

ARTICLE XXI - SECONDARY EMPLOYMENT

Section 21.1. Notification of Secondary Employment

All Employees before 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. Employee shall notify the Employer when terminating their secondary employment for which the original notice was given.

Section 21.2. 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 Office 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; (no employee will be permitted to work more than twenty-eight (28) hours per week);
- 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 matter or in civil matters which directly conflict with the McHenry County Sheriff's Office;
- f) Before any secondary employment is approved, an employee must sign an Indemnification Agreement agreeing to indemnify and hold McHenry County, and McHenry County Sheriff's Office harmless from any and all acts performed by the employee while performing his secondary employment duties.

ARTICLE XXII - SICK LEAVE

Section 22.1. Allowance

It is the policy of McHenry County to provide protection for its full-time Employees against loss of income because of illness, injury, or disability of the employee the employee's immediate family, or for medical appointments, which cannot be scheduled outside of the employee's normal work hours. All eligible Employees are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave for family members may be used up to a maximum of three (3) days each year based on a rolling calendar. Employees on Sick Abuse Status may only utilize sick time for themselves. Sick leave is not intended for a one-day vacation nor to be used to extend vacation periods or holidays. Sick leave may be used for FMLA purposes to include members of the employee's family as provided for by FLMA and in accordance with County policy.

For the purposes of this section, immediate family is defined as follows:

Husband, wife, civil partner as defined in Illinois State Statute (Civil Union Act), or minor children for whom the employee is considered the primary caregiver.

While on personal sick leave, a member shall not engage in activities that would tend to prolong the need for the use of sick leave.

Correctional Officers who call in sick due to their own illness are considered to be incapacitated and unavailable for work of any type for the twenty-four hour period following their scheduled start time. A member who is found to have engaged in any activity which is inconsistent with such incapacity (i.e. performing work for another employer, and the like) during time that would be considered work hours shall be subject to disciplinary action.

Correctional Officers are required to notify a shift supervisor, in the case of absence from work due to illness or illness of the employee's immediate family, as far as possible in advance of the starting time for the scheduled shift, but absence an emergency situation, no later than one (1) hour prior to the start of their shift.

Section 22.2. 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 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.

Section 22.3. 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 Regulations, 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 22.4. Sick Leave Abuse

- a) 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, or that the employee has used at least six (6) sick days for the preceding twelve month period, or that the employee has used the sick days in a fashion that the employer would call a pattern (i.e., calling in sick the day before or after an employee’s regularly scheduled days off), then the employer may require a doctor’s affidavit at the employee’s cost, for each day on which the Employee calls in sick, for a period not to exceed six (6) months for each incident.
- b) Before implementing the required doctor affidavit provided for in paragraph (a), the Sheriff or his designee shall notify the employee of his intention to put the employee on proof status, the reasons therefore and afford the employee five calendar days to explain the reasons for the pattern of abuse observed by the Sheriff. Thereafter the Sheriff or his designee shall decide whether to implement the required doctor’s affidavit.
- c) The Council 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 the Agreement.

ARTICLE XXIII - HOURS OF WORK

Section 23.1. Regular Hours

The regular hours of work each day shall be consecutive except that they may be interrupted by a meal period. Bargaining unit employees will not be required to punch a

time clock until requested to do so by the Sheriff In the event the Sheriff requests the employees to begin punching a time clock, he will notify the Union fifteen (15) days in advance and the Union may discuss with the Sheriff the impact of his decision. After considering the Union's position, the Sheriff shall decide whether to implement a time clock and his decision shall be final.

Section 23.2. Work Period

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

Section 23.3. Work Day and Shift

Effective January 1, 1995 Employees covered by this Agreement shall work the schedule commonly referred to as the "5-2/5-3 work schedule" The work schedule shall consist of an eight and one half hours work day with scheduled work days as follows:

work five (5) days, off work two (2) days, work five (5) days, off work three (3) days, with the above listed cycle repeating itself every two weeks. For payroll purposes, base hours will be eighty (80) hours in each fourteen (14) day cycle. The work schedule shall be posted in a visible place for all members of the bargaining unit to view.

Section 23.4. 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 23.5. Meal Periods

- A. All Employees shall be granted, during each shift, a meal period of 30 minutes if the Employee is on an 8.5 hour shift. The employee may opt to eat at their workstation unless ordered to do so otherwise.
- B. If an Employee is denied a meal period, the Employee shall be compensated 30 minutes at the appropriate rate.
- C. Employees who are assigned to an 8-hour shift and are assigned to transport detail outside of McHenry County which results in an employee having 12 or more

total hours of continuous work may be reimbursed for a meal at a reasonable amount and with a verifiable receipt.

Section 23.6. 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 23.7. Overtime

- A. Employees in Unit II shall be paid overtime either in cash or compensatory time at the rate of one and one-half (1 1/2) hours for each hour (in completed fifteen (15) minute segments) worked beyond the normal work days as defined in Article XXIII, Section 3
- B. Vacation hours, holidays, personal days and compensatory time taken shall be counted as time worked for purposes of calculating overtime.
- C. In cases where the Employer has overtime assignments available for employees, the current practice for overtime distribution shall be followed, provided, however, that no employee who works twelve (12) consecutive hours shall be required to work mandatory overtime until they have completed a twelve (12) hour rest period, and further provided, that in cases of emergency as determined by the Sheriff or his designee, no twelve (12) hour rest period shall be required.

Section 23.8. Compensatory Time Use

Compensatory time may be accrued and carried over from year to year to a maximum of one hundred and eighty (180) hours and carried over from year to year to a maximum of one hundred and forty (140) hours effective December 1, 2012; and one hundred and twenty (120) hours effective December 1, 2013.

Each year compensatory time balances must be reduced to one hundred and forty (140) hours effective December 1, 2012; and one hundred and twenty (120) hours effective December 1, 2013 and will be paid-out in November of each year (upon request, compensatory time pay-out can be paid over the two (2) pay periods in November).

The scheduling and use of compensatory time shall be with the agreement of the Shift Supervisor in accordance with past practice.

Section 23.9. Court Time

Employees required to appear in Court on their off-duty hours in connection with their official duties shall receive a minimum of three (3) 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 23.10. Call Back

A callback is defined as an official assignment of work, which does not continuously precede or follow an officer's regularly scheduled working hours. If the callback 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. Employees reporting back to the Employer's premises at a specified time on a regularly scheduled work day shall be compensated for three (3) 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 callback minimum' guarantee.

ARTICLE XXIV - WORKING OUT OF CLASSIFICATION

Section 24.1. Senior Rank Recognition

- a) Any officer who is regularly scheduled to work in a position or rank for a period of one (1) shift assignment 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.
- b) No unit member will be directed to work an out of classification position for more than six (6) consecutive months. Once a bargaining unit member has worked out of classification for up to six months, that member shall not be re-assigned out of classification work for at least eight calendar months. Any assignment or appointment to a position with a higher rate of pay will entitle the bargaining unit member to earn the higher rate of pay. The appointment of any bargaining unit member to work out of classification shall be at the Sheriff's sole discretion. Such appointment shall have no effect on the bargaining unit member's departmental or classification seniority.

Section 24.2. 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 24.3. 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 24.4. 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 light duty status.

This provision shall become effective for all on-the-job injuries, which occur after the effective date of this Agreement.

Section 24.5 Line of Duty Injury

For the purposes of the application of the Public Employees Disability Act (5 ILCS 345/1) and the Public Safety Employee Benefits Act (820 ILCS 320/10) to the employees covered by this Agreement, the definition of “line of duty” or “catastrophic” injury is as follows:

A physical injury occurring as the result of direct physical contact with an inmate or a member of the public in an on-duty situation, the use of a weapon by an inmate against the employee or the expectoration or throwing of bodily fluid or fecal matter by the inmate or injuries received during the operation of a county vehicle while on duty. To qualify the employee for the benefits provided under the acts referenced above, the injury must be diagnosed by a physician. The Employer may require the employee to submit to a medical examination by a physician of the Employer’s choice for verification of the injury.

In the interpretation and application of the Public Employees Disability Act (5 ILCS 345/1) and the Public Safety Employees Benefits Act (820 ILCS 320/10) this definition shall apply.

Employees who are injured while on duty and who do not meet with definition of “line of duty” or “catastrophic” injury as outlined in this section shall be covered under the provisions of the Illinois Workers Compensation Act (820 ILCS 305/1 et seq).

ARTICLE XXV – WAGES/COMPENSATION/ALLOWANCES

Section 25.1. Wage Schedules

Employees shall be compensated according to the separate schedules hereto attached as separate pages of Exhibit #1 and made a part hereof for each unit.

Section 25.2 Placement and Schedules

During the term of this Agreements Employees shall advance on the compensation schedule on their anniversary date.

The attached pay schedules shall be effective as of December 1, 2011 and any pay increases shall be effective on that date. There shall be no other pay increases during the term of this Agreement.

Section 25.3. Clothing Allowances

- a) Employees shall receive a \$550.00 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 2011-2012	\$550.00
Fiscal Year 2012-2013	\$550.00
Fiscal Year 2013-2014	\$550.00

- b) Subsequent to the initial issue of uniform equipment as determined by the Sheriff, the items of personal property and clothing, which may be bought with the clothing allowance for uniformed Employees, are limited to the following:

Cotton Pants	Cotton Shirts
Belts	Long Sleeve Cotton Shirts
Short Sleeve Shirts	Name Tags
Winter Coat	Spring/Fall Coat
Rain Coat/Hat Cover	Radio Belt Clip
Winter Hat	Basket Weave
Ties	Tie Clip/Bar
Holster	Dickies
Cuff Case	Sweater
Ammo Case	Cut Resistant Gloves
Belt Keepers	Shoes or Boots (Black)
Cartridge Holders	Cuffs
Winter Parka	Cuff Key
Winter Gloves	Neoprene Gloves
Small Cuff Case	Raincoat
Small Flashlight for Belt	Radio Battery
Hash Marks*	

*(years in service awards in three (3) year increments)

Section 25.4. Reimbursement of Training and Various Expenses

In the event that an Employee appointed as a correctional officer 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 County Correctional 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 or is terminated prior to completing four (4) months of employment after such expenditure, 100% of the total expense shall be reimbursed;
- b) If the Employee resigns or is terminated after four (4) months and before eight (8) months, 75% of the total expense shall be reimbursed;
- c) If the Employee resigns or is terminated 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 or terminated for cause, 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 Office prior to resignation.

Section 25.5 Corrections Training Officer

An employee assigned to the position of Corrections Training Officer shall receive one (1) hour of compensatory time for each shift in which the employee actually provides training.

ARTICLE XXVI - BENEFITS AND PENSIONS

Section 26.1. Health Benefits

The Employer will provide employees with coverage under the Blue Cross/Blue Shield Plan as amended from time to time, however, the employer reserves the right to self-insure or to change carriers as it deems appropriate, provided that the coverage and benefits remain substantially the same. Any employee wishing to waive the health benefits may do so by signing and filing the appropriate form in the Human Resources office.

The Employer and the active employees shall share the cost of health, dental, and vision coverage as follows:

PPO	Employer %	Employee %
Single	90%	10%
EE+1	80%	20%
EE+2 or more	80%	20%

HMO	Employer %	Employee %
Single	91%	9%
EE+1	88%	12%
EE+2 or more	87%	13%

Effective July 1, 2013, the PPO Employer and Employee contribution percentages (as shown above) will remain the same and the co-insurance percentage will change from 90% to 85% (90/10 to 85/15).

Effective July 1, 2013, The HMO Employer and Employee contribution percentages will be adjusted as shown below:

HMO	Employer %	Employee %
Single	90%	10%
EE+1	86%	14%
EE+2 or more	85%	15%

The dollar amount of employee contributions will be adjusted on the renewal date (currently July 1) based upon the cost to the Employer and the cost sharing percentages set forth above.

Section 26.2. Retiree Medical Benefits

The Employer will provide coverage to IMRF/SLEP retirees who retire after twenty (20) years of service until the retiree or any dependent(s) becomes eligible for Medicare. The employee shall pay the rates on the following schedules for their particular class of coverage. The rates for all retirees shall be adjusted up or down by the same percentage as the Employer’s premium for their class of coverage on the renewal date of each year (currently July 1)

All Rates Shown are as of July 1, 2011

IMRF/SLEP Early Retirees					Opt. Dental
	PPO	EE%	HMO	EE%	EE%
Single	\$673.01	80%	\$443.26	80%	80%
EE+1	\$1,050.76	65%	\$691.86	65%	65%
EE+2 or more	\$1,355.74	65%	\$893.60	65%	65%

IMRF/SLEP Early Retirees (One Medicare eligible with one or more Non-Medicare eligible):

					Opt. Dental
	PPO	EE%	HMO	EE%	EE%
Single	\$569.61	100%	\$375.14	100%	100%
EE+1	\$1,410.86	100%	\$929.27	100%	100%
EE+2 or more	\$1,814.13	100%	\$1,195.81	100%	100%

IMRF/SLEP Retirees (Member and dependents all on Medicare):

					Opt. Dental
	PPO	EE%	HMO	EE%	EE%
Single	\$569.61	100%	\$375.14	100%	100%
EE+1	\$1,139.23	100%	\$709.52	100%	100%
EE+2 or more	\$1,139.23	100%	\$709.52	100%	100%

Leaves of Absence and Workers Compensation Leave after first 12 months:

					Opt. Dental
	PPO	EE%	HMO	EE%	EE%
Single	\$841.28	100%	\$554.12	100%	100%
EE+1	\$1,616.58	100%	\$1,064.38	100%	100%
EE+2 or more	\$2,085.76	100%	\$1,374.76	100%	100%

COBRA rates shall be set at the maximum amount permitted by law.

Section 26.3. 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, however the Accidental Death and Dismemberment Policy shall be increased to \$30,000.00.

Section 26.4. 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 26.5. Deductions

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

Section 26.6. IRC Section 125 Plan

The County will institute an IRC 125 Plan whereby employees will be able to pay for their share of medical, dental and visual premiums with pre-tax earnings. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code, and the County suffers no adverse financial effects other than the initial implementation costs.

ARTICLE XXVII - LABOR MANAGEMENT/SAFETY COMMITTEE

Section 27.1. Labor Management Conferences

The Council and the Employer mutually agree that in the interest of efficient management and harmonious Employee relations, it is desirable that meetings be held between Council 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 Council 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 Council 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 27.2. Integrity of Grievance Procedures

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedures. Grievances being processed under the grievance procedure 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 Council, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 27.3. Safety Issues

No Employee shall be required to use any equipment that has been designated by both the Council 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 27.4. Reports

Any report or recommendation which may be prepared by the Council 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 Council.

Section 27.5. Council Representative Attendance

When absence from work is required to attend labor-management conferences, Employees shall, before leaving their workstation, 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 28.1. 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 28.2. 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 28.3. F.O.P. Access to Employer Premises

Authorized representatives of the National or State Council shall be permitted to visit the Office during working hours to talk with officers of the local Council 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 28.4. 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 28.5. F.O.P. Examination of Pay Records

The Council 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 28.6. 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. Employee shall provide receipts prior to reimbursement.

Section 28.7. 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 28.8. Bulletin Boards

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

Section 28.9. 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 28.10 Residency

The residency for members of the Bargaining Unit shall be any county touching McHenry County, including Walworth and Kenosha County in the state of Wisconsin.

An officer assigned to CERT shall live no more than twenty-five (25) miles from the facility.

ARTICLE XXIX - SAVINGS CLAUSE

If 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 30.1. 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 30.2. 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) The immediate family is defined as follows:

Father, Stepfather, Mother, Stepmother, Mother-in-law, Father-in-law, Guardian, Husband, Wife, Civil Union partner as defined in Illinois Statute (Civil Union Act), Stepson, Stepdaughter, Brother, Stepbrother, Sister, Stepsister, Son, Daughter, Son-in-law, Daughter-in-law, Grandparents, Grandparents-in-law, Grandchildren of either spouse.

Section 30.3. Jury Duty

An Employee subpoenaed to testify in any civil matter arising out of the employee's performance of his/her duties with the Employer shall be released from duty without loss of pay for such appearances. This section does not apply when the employee is subpoenaed to testify against the Employer. An employee required to serve on a grand jury or petite jury shall be granted leave for the period required to serve on such jury without loss of pay. Such employees shall return attendance compensation otherwise due them for serving on such jury.

Section 30.4. Military Leave

Military leave shall be granted in accordance with the McHenry County Personnel Policy as long as such policy is in accordance with Federal law.

Section 30.5. Maternity Leave

Pregnant Correctional Officers covered under this agreement may be afforded the same accommodation as outlined in Sheriff's General Order 1.4.09.

Section 30.6. Leave to Conduct Council Activities

a) The Council shall have the right to have one (1) Council member placed on an unpaid leave of absence for the purpose of conducting Council activities. Any Council 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 30.7. 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 32.1. Term of Agreement

This Agreement shall be effective from December 1, 2011 and shall remain in full force and effect until November 30, 2014. 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 32.2. 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 32.3. 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 _____ day of _____ 2011.

FOR THE EMPLOYER:

FOR THE COUNCIL:

COUNTY BOARD CHAIRMAN

UNIT REPRESENTATIVE

SHERIFF

UNIT REPRESENTATIVE

COUNTY CLERK

UNIT REPRESENTATIVE

(SEAL)

ILLINOIS F.O.P. LABOR COUNCIL

EXHIBIT 1 – Wage Scale

	12/1/2011	12/1/2012	12/1/2013
Start	\$21.73	\$22.33	\$22.99
Year 1	\$22.43	\$23.05	\$23.74
Year 2	\$22.94	\$23.57	\$24.28
Year 3	\$23.74	\$24.39	\$25.12
Year 4	\$24.51	\$25.18	\$25.94
Year 5	\$25.36	\$26.06	\$26.83
Year 6	\$26.25	\$26.97	\$27.79
Year 7	\$26.89	\$27.63	\$28.46
Year 8	\$28.99	\$29.79	\$30.68
Year 9	\$31.34	\$32.20	\$33.18
Year 10	\$36.62	\$37.63	\$38.76

Start	\$45,198.40	\$46,446.40	\$47,819.20
Year 10	\$76,169.60	\$78,210.40	\$80,620.86

Year 1 2.00%

Year 2 2.75%

Year 3 3.00%

EXHIBIT 2 – Dues Deduction Form

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

I, _____, hereby authorize my employer, the _____, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties, and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct.

Signed: _____

Date: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
974 Clock Tower Drive
Springfield, IL 62704
(217) 698-9433

EXHIBIT 3 – Side Letter Regarding Insurance

EXHIBIT 4 – Grievance Form

Section 32.2. 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 32.3. 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
11th day of JANUARY 2011.

FOR THE EMPLOYER:

[Signature]
COUNTY BOARD CHAIRMAN

[Signature]
SHERIFF

[Signature]
COUNTY CLERK

(SEAL)

FOR THE COUNCIL:

[Signature] 1/5/12
UNIT REPRESENTATIVE

[Signature] 1/9/12
UNIT REPRESENTATIVE

[Signature] 1-10-12
UNIT REPRESENTATIVE

[Signature] 1/5/12
ILLINOIS F.O.P. LABOR COUNCIL