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McHENRY COUNTY, ILL.

FEB 10 1988

Shirley J. [Signature]
COUNTY CLERK

AGREEMENT

BETWEEN

COUNTY OF MCHENRY

MCHENRY COUNTY SHERIFF

AND

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

ON BEHALF OF AND WITH LODGE NO. 119

FOR

MCHENRY COUNTY SHERIFF'S DEPARTMENT

PEACE OFFICER, SECURITY OFFICER AND CIVILIAN BARGAINING UNITS

EFFECTIVE

DECEMBER 6, 1987 THRU NOVEMBER 30, 1990

INDEX

ARTICLE	TITLE	PAGE
	PREAMBLE	i
I	RECOGNITION	1
II	NEW CLASSIFICATIONS AND VACANCIES	3
III	NON-DISCRIMINATION	5
IV	MANAGEMENT RIGHTS	6
V	SUB-CONTRACTING	8
VI	DUES DEDUCTION AND FAIR SHARE	9
VII	BILL OF RIGHTS	12
VIII	MAINTENANCE OF STANDARDS	13
IX	F.O.P. REPRESENTATIVES	14
X	BULLETIN BOARDS	16
XI	NO STRIKE	17
XII	IMPASSE RESOLUTION	19
XIII	INDEMNIFICATION	20
XIV	LOCATION OF MEETINGS	21
XV	PERSONNEL FILES	22
XVI	DISCIPLINE AND DISCHARGE	24
XVII	DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE	27
XVIII	SENIORITY	33
XIX	LAYOFF	35
XX	VACATIONS	37
XXI	HOLIDAYS/PERSONAL DAYS	39
XXII	SECONDARY EMPLOYMENT	40
XXIII	SICK LEAVE	41
XXIV	HOURS OF WORK	42
XXV	WORKING OUT OF CLASSIFICATION	46
XXVI	WAGES/COMPENSATION/ALLOWANCES	47
XXVII	INSURANCE AND PENSIONS	50
XXVIII	LABOR MANAGEMENT/SAFETY COMMITTEE	52
XXIX	GENERAL PROVISIONS	55
XXX	SAVINGS CLAUSE	57
XXXI	LEAVES OF ABSENCE	58
XXXII	COMPLETE AGREEMENT	61
XXXIII	DURATION AND SIGNATURE	62

7. DOES THE BARGAINING UNIT INCLUDE SECTION 14 EMPLOYEES

YES NO
Units 1 & 2 Unit 3

EMPLOYER:

By: 
(Signature)

Labour Council
(Title)

County of McHenry
(Name)

February 10, 1988
(Date)

Unit I - Peace Officer Unit:

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

Excluded: Sheriff, Undersheriff, Captain, supervisors, managerial employees, confidential employees and all employees who are not peace officers as defined in the Act.

Unit II - Correctional Unit:

Included: All Deputy Sheriffs in the Corrections Department and Deputy Sheriff Sergeant - Sheriff's Correction Department.

Excluded: Sheriff, Registered Nurse, Undersheriff, supervisory, managerial, confidential employees and all others excluded by the Act, and all other employees of the Sheriff's Department.

Unit III - Civilian and Sworn Non-Peacekeeping Personnel in the Sheriff's Department:

Included: Safety Education Officer, Records Clerks, Secretary to detectives, Radio Dispatchers, Radio Dispatcher Supervisor, Records Clerk Supervisor, Administrative Secretary, Process Servers, Civil Process Clerks, Civil Process Clerk Supervisor, Mechanics, Mechanics Supervisor, Full-time Bailiffs and Night Security Guards.

Excluded: Secretary to Undersheriff, Secretary to Sheriff, Administrative Assistant, all part-time Bailiffs, part-time Security Guards, all employees included in Unit I, all Deputy Sheriffs and others in a unit of Sheriff's Patrol Police performing peacekeeping functions and all employees excluded by the Act.

PREAMBLE

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

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

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

ARTICLE I

RECOGNITION

Section 1. Unit Description

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

Unit I - Peace Officer Unit:

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

Excluded: Sheriff, Undersheriff, Captain, supervisors, managerial employees, confidential employees and all employees who are not peace officers as defined in the Act.

Unit II - Correctional Unit:

Included: All Deputy Sheriffs in the Corrections Department and Deputy Sheriff Sergeant - Sheriff's Correction Department.

Excluded: Sheriff, Registered Nurse, Undersheriff, supervisory, managerial, confidential employees and all others excluded by the Act, and all other employees of the Sheriff's Department.

Unit III - Civilian and Sworn Non-Peacekeeping Personnel in the Sheriff's Department:

Included: Safety Education Officer, Records Clerks, Secretary to detectives, Radio Dispatchers, Radio Dispatcher Supervisor, Records Clerk Supervisor, Administrative Secretary, Process Servers, Civil Process Clerks, Civil Process Clerk Supervisor, Mechanics, Mechanics Supervisor, Full-time Bailiffs and Night Security Guards.

Excluded: Secretary to Undersheriff, Secretary to Sheriff, Administrative Assistant, all part-time Bailiffs, part-time Security Guards, all employees included in Unit I, all Deputy Sheriffs and others in a unit of Sheriff's Patrol Police performing peacekeeping functions and all employees excluded by the Act.

Article I

Section 2. Supervisors

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

Section 3. Sheriff's Auxiliary

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

Section 4. Short-Term/Part-Time Employees

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

Section 5. Job Class Duty Changes

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

ARTICLE II

NEW CLASSIFICATIONS AND VACANCIES

Section 1. New Classifications

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

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

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

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

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

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

Article II

Section 1. New Classifications cont.

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

Section 2. Vacancies

A. Vacancies in Unit I shall be created and filled in accordance with past practice using the established Merit Commission procedures without waiver thereof. The Sheriff shall fill vacancies for new positions or promotions by selecting from an eligibility list created by the Merit Commission in accordance with its past practice. Future vacancies in Unit II shall be filled in accordance with a non-merit procedure to be established by the Sheriff.

ARTICLE III

NON-DISCRIMINATION

Section 1. Equal Employment Opportunity

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

Section 2. Prohibition Against Discrimination

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

Section 3. Lodge Membership or Activity

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

ARTICLE IV

MANAGEMENT RIGHTS

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

- a) To direct all operations of the Sheriff's Department;
- b) To determine the overall budget;
- c) To establish work rules and schedules of work;
- d) To create an organizational structure; to hire or promote from the Merit Commission eligibility list, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the Sheriff's Department;
- e) To suspend, discharge and take other disciplinary action for just cause against employees under the established work rules and regulations of the Sheriff's Department and Merit Commission and the provisions of this Agreement;
- f) To lay off employees;
- g) To determine quality and maintain efficiency of the operations of the Sheriff's Department;
- h) To introduce new or improved methods or facilities;
- i) To change existing methods or facilities;
- j) To determine the kinds, quality and amounts of services to be performed as pertains to Sheriff's Department and County operations; and the number and kind of classifications to perform such services;
- k) To contract out for goods or services;
- l) To establish, implement and maintain an effective internal control program;

Article IV

- m) To establish rules relating to those items not subject to arbitration under Section 1614(i) of the Public Employees Labor Relations Act of Illinois, except to the degree to the impact of such items.
- n) To determine the methods, means and personnel by which Sheriff's Department operations are to be conducted;
- o) To take whatever action is necessary to carry out the functions of the Sheriff's Department in situations of emergency.

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

ARTICLE V

SUBCONTRACTING

Section 1. General Policy

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

Section 2. Notice and Discussion

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

ARTICLE VI

DUES DEDUCTION AND FAIR SHARE

Section 1. Dues Deduction

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

Section 2. Dues

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

Article VI
Section 3. Fair Share

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

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

(1) The Lodge has certified to the Employer that the affected covered employee has been delinquent in his obligation for at least thirty (30) days;

(2) The Lodge has certified to the Employer that the affected covered employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the employee has been advised by the Lodge of his obligations pursuant to this Article and of the manner in which the Lodge has calculated the fair share fee;

Article VI

Section 3. Fair Share cont.

(3) The Lodge has certified to the Employer that the affected covered employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and the Lodge for the purpose of determining and resolving any objections the employee may have to the fair share fee.

Section 4. Indemnification

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

ARTICLE VII
BILL OF RIGHTS

For Unit I employees only or peace officers assigned to other units, 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 Chapter 85, Sections 2551-2569 of the Illinois Revised Statutes. The peace officer may be relieved of duty pending formal hearing and shall receive all ordinary pay and benefits as he would have if he were not charged. The peace officer shall have the right to be represented at such inquiries, investigations or interrogations by a Lodge representative.

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

ARTICLE VIII

MAINTENANCE OF STANDARDS

All economic benefits which are not the subject of articles in this Agreement and which were in effect prior to this Agreement for employees in the bargaining units shall remain in effect for the term of this Agreement except the assignment and utilization of vehicles and equipment. The provisions of this Article shall not apply so as to cause the expenditure of funds not contained in the Sheriff's department budget; however, the County shall not take actions to decrease the Sheriff's budget with the intention of undermining the application of this Article.

12/6/1987- 11/30/1990

ARTICLE IX

F.O.P. REPRESENTATIVES

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

Section 1. Grievance Processing

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

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

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

Section 3. Lodge Negotiating Team

Up to two (2) members designated as being on the Lodge negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated

Article IX

Section 3. Lodge Negotiating Team cont.

Lodge negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

ARTICLE X

BULLETIN BOARDS

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

Article XI

NO STRIKE

Section 1. No Strike Commitment

Except as provided in Article XII, Section 2 of this Agreement, neither the Lodge nor any officer or bargaining unit member will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Lodge nor any officer or bargaining unit member shall refuse to cross any picket line, by whomever established.

Section 2. Performance of Duty

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

Section 3. Resumption of Operations

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

Article XI

Section 4. Lodge Liability

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

Section 5. Discipline of Strikers

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

ARTICLE XII

IMPASSE RESOLUTION

Section 1. Units I and II only

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

Section 2 Unit III only

The provisions of this section apply to Unit III employees only.

If the parties to this Agreement have a duty to bargain over items under the Illinois Statutes Labor Relations Act, as amended, (the Act), and have reached an Impasse in said bargaining, and the members of Unit III have taken an affirmative strike vote with a strike date at least 45 days after the vote, the following procedures shall apply:

- A) Within five calendar days after receipt of notice of the strike vote, the Union shall select two persons and the Co-Employers shall select one person each to form a mediation panel. The four members shall meet at a time designated by the County Administrator within five days of being named.
- B) The first item of business shall be the selection of a fifth person by majority vote to serve as chairperson of the mediation panel.
- C) The mediation panel, by majority vote, shall recommend to the Employee and the Union a settlement within 25 days.
- D) If within thirty days of the initial strike vote the parties have not reached an agreement, the Sheriff and the Union shall file a petition for all of Unit III under the provisions of Section 18 of the Act. The County shall not object to said petition.
- E) Each party shall bear its own expenses of the mediation.
- F) In the event the employees in Unit III do strike under this Article, then the Sheriff shall not require employees in Units I or II to perform the work normally performed by employees in Unit III.

ARTICLE XIII

INDEMNIFICATION

Section 1. Employer Responsibility

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

Section 2. Legal Representation

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

Section 3. Cooperation

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

Section 4. Applicability

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

ARTICLE XIV

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.

ARTICLE XV

PERSONNEL FILES

Section 1. Personnel Files

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

Section 2. Inspection

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

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

Article XV

Section 3. Notification

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

ARTICLE XVI

DISCIPLINE AND DISCHARGE

Section 1. Discipline and Discharge

The parties recognize the principles of progressive and corrective discipline.

Disciplinary action or measures shall include only the following:

oral reprimand
written reprimand
suspension
demotion
discharge

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

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

Article XVI
Section 2. Limitation

The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense. The Employer shall notify both the employee and Lodge of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

Section 3. Predisciplinary 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 local Lodge of the meeting and then shall meet with the employee involved and inform the employee of the reason for such contemplated discipline including any names of witnesses and copies of pertinent documents. The employee shall be informed of his contract rights to Lodge representation and shall be entitled to such, if so requested by the employee, and the employee and Lodge Rep shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Lodge Rep shall be available within twenty-four (24) hours of notification. If the employee does not request Lodge representation, a Lodge Rep shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 4. Investigatory Interviews

Where the Employer desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Employer agrees to first inform the employee that the

Article XVI
Section 4. cont.

employee has a right to Lodge representation at such interview. If the employee desires such Lodge representation, no interview shall take place without the presence of a Lodge representative. The role of the Lodge representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts.

Section 5. Merit Commission

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

ARTICLE XVII

DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance

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

Section 2. Dispute Resolution

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

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

Section 3. Representation

Grievances may be processed by the Lodge on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 3, Section 8 of this Article. Either party may have the grievant or one grievant representing group grievants present at any step of the grievance

Article XVII
Section 3. cont.

procedure, and the employee is entitled to Lodge 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 4. Subject Matter

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

Section 5. Time Limitations

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

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

Section 6. Grievance Processing

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

Article XVII

Section 7. Grievance Meetings

A maximum of two (2) employees (the grievant and/or Lodge Rep) per work shift shall be excused from work with pay to participate in a Step 1, Step 2, or Step 3 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift.

Section 8. Steps in Procedure

Grievances arising under this Agreement shall be resolved as follows:

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

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

Article XVII
Section 8. cont.

Step 3. Only in the case of grievances involving the shared responsibilities of the Employer or the interpretation of contract language or grievances, the settlement of which would involve monies beyond the budgeted funds of the Sheriff, and if the grievance is not settled at Step 2, the Lodge, within five (5) working days after the Sheriff's written decision at Step 2, may refer the grievance in writing to the Sheriff and the designee(s) of the Chairman of the County Board. Within ten (10) working days after such referral, the grievant, the Lodge representative, the Sheriff, and the designee(s) of the Chairman of the County Board shall meet and make a good faith effort to resolve the grievance. The Sheriff and the designee(s) of the Chairman of the County Board shall respond in writing to the grievant and the Lodge within five (5) working days following that meeting. The Sheriff shall have one vote and the designee(s) of the Chairman of the County Board shall collectively have one vote in resolving such grievances.

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

Article XVII
Section 8. cont.

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

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

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

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

Section 9. Advanced Grievance Step Filing

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

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

Article XVII

Section 10. Pertinent Witnesses and Information

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

ARTICLE XVIII

SENIORITY

Section 1. Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire. Employees rehired into one unit from another unit shall receive a seniority date as of the second hiring.

Section 2. Probationary Period

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

b) The provisions of Section (a) of this Article shall apply to Unit III employees except that the probationary period shall be twelve (12) months for telecommunications and six (6) month probation for all others in Unit III. For just cause, the six (6) month probation period may be extended ninety (90) days by the Sheriff with the agreement of the Lodge and the affected employee.

Section 3. Seniority List

The Employer and Lodge will agree upon the initial seniority list for each unit setting forth the present seniority dates for all employees covered by this Agreement within thirty (30) days of the ratification of this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. The initial agreed list is attached hereto as Exhibit A and made a part hereof.

Article XVIII

Section 4. Termination of Seniority

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

- (a) quits; or
- (b) is discharged for just cause; or
- (c) is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months; or
- (d) accepts gainful employment while on an approved leave of absence from the Sheriff's Department; or
- (e) is absent for three consecutive scheduled work days without proper notification or authorization; or
- (f) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days.

Section 5. Seniority While on Leave

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

Section 6. Shift Bidding

A. Once per year the Sheriff, or his designee, shall post shifts for bidding by seniority. The annual bid shall take place in November for shifts effective January 1st. The annual bid for the first year of this agreement shall take place within fourteen (14) days of the effective date of this agreement and the shifts shall be implemented within thirty (30) days.

B. By mutual agreement between employees with the consent of the Sheriff, or his designee, subject to the operating needs of the Department, individual employees may bid shift changes in addition to the annual bid.

ARTICLE XIX

LAYOFFS

Section 1. Layoff

In the event the Employer determines a layoff is necessary, employees in each unit shall be laid off in such number as determined by the Sheriff unless compliance with State or Federal law requires otherwise. Employees in Unit III shall be laid off within each job classification. The Employer agrees to inform the Lodge in writing not less than fourteen (14) days prior to such layoffs and to provide the Lodge with the names of all employees to be laid off in such notice.

Section 2. Layoff Order

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

Article XIX
Section 3. Recall

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

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

ARTICLE XX

VACATIONS

Section 1. Vacation Leave

All full-time employees shall earn vacation time. Employees on leave of absence or layoff shall not accrue vacation time. Eligible employees shall earn vacation time in accordance with the Chapter IX, Section 9.11 of the McHenry County Personnel Manual (Exhibit 1), which shall not be unilaterally changed by the Employer during the term of this Agreement as it relates to the employees of these bargaining units. If the Sheriff changes the hours of work in the Patrol Division from a 8.5 hour work day to a 12 hour work day, then those employees shall earn vacation time based upon past practice.

Section 2. Vacation Pay

All vacation leave will be paid for at the regular hourly rate as provided in Chapter IX, Section 9.13 of the McHenry County Personnel Manual (Exhibit 1). Vacation hours shall count as time worked for purposes of calculating overtime.

Section 3. Vacation Requests

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

Article XX

Section 4. Pro-Ration Upon Termination

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

ARTICLE XXI

HOLIDAYS/PERSONAL DAYS

Section 1. Number of Holidays

The County Board shall annually establish 11 holidays by resolution.

Section 2. Holiday Observance

Holiday observance, holiday during vacation, eligibility for holiday pay, emergency callouts during a holiday, etc., shall be governed by the provisions of Chapter IX, Section 9.2, Sub-sections 9.22 - 9.25 inclusive, of the McHenry County Policy Manual (Exhibit 2), which shall not be unilaterally changed by the Employer during the term of this Agreement as it relates to the employees in these bargaining units.

Section 3. Holiday Pay

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

Section 4. Personal Days

Personal days shall be earned and used as provided for in Chapter IX, Section 9.4 of the McHenry County Policy Manual except that employees with twelve (12) months or more of service shall receive three (3) personal days per year.

Section 5. Time Worked

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

ARTICLE XXII

SECONDARY EMPLOYMENT

Section 1. Notification of Secondary Employment

All employees holding secondary employment shall notify the Sheriff, or his designee, of the place of employment, address, phone number, supervisors name and hours of employment so that the employee may be reached in an emergency.

Section 2. Secondary Employment Prohibitions

Secondary employment is prohibited in the following instances:

- A. Where the Employer uniform, vehicle or equipment is utilized unless specifically approved by the Sheriff or his designee;
- B. Where the hours worked cause the employee such fatigue that he/she is unable to properly perform his/her job duties;
- C. Where a conflict of interest with his/her job duties for the Employer is created;
- D. Where the type of secondary employment is prohibited by law or negatively reflects on the Employer.

ARTICLE XXIII

SICK LEAVE

Section 1. Allowance

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

Section 2. Accrual and Procedures

The accrual, accumulation and procedures for utilization of sick leave shall be in accordance with the McHenry County Policy Manual (Exhibit #3) Article IX, Sections 9.31 through 9.34 inclusive. These provisions of the Policy Manual shall not be unilaterally changed during the term of this Agreement.

Section 3. Unused Leave or Retirement

For the sole and exclusive purpose of extending pension service credit under the provisions of the laws and regulations governing the Illinois Municipal Retirement Fund, an employee may use all accumulated and unused sick leave to the maximum allowed in accordance with the provisions of the laws and regulations governing the Illinois Municipal Retirement Fund.

Section 4. Sick Leave Abuse

For the purposes of the provisions contained in this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated in Section 1 and 2 of this Article.

The Lodge and the Employer mutually discourage the abuse of sick leave. Continued "abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

ARTICLE XXIV

HOURS OF WORK

Section 1. Regular Hours

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

Section 2. Work Period

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

Section 3. Work day and shift

A. Employees in Unit I (except Detectives) are presently scheduled to work 12 hour shifts and 168 hours in each 28 day cycle.

B. Employees in Unit II are presently scheduled to work 8 hour shifts on a Kelly system work schedule averaging 2080 hours per 12 month period.

C. Employees in Unit III (other than Telecommunications) are presently scheduled to work 7.5 hour shifts and 140 hours in each 28 day cycle. Telecommunicators in Unit III are presently scheduled to work a similar 8 hour day on a similar Kelly schedule to that of the employees in Unit 2.

D. The Sheriff, in his discretion, pursuant to his internal control authority and management right, may change the present work schedules, work day and shifts. In such case, upon request of the Lodge, the Sheriff shall meet and confer with the Lodge over the impact of such changes on affected employees in the bargaining unit. If the schedules identified in Section 3 - A, B, and C (known as Shift Option A) are not in place, the work schedule known as Shift Option B (an 8.5 hour shift with 5 days on 2 off and 5 days on 3 off),

Article XXIV

Section 3. Work day and Shift cont.

shall be utilized (Exhibit 4). Each of the bargaining units shall be on one of these shifts or the other.

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

Section 4. Work Schedule

Work schedules showing the employee's normal shifts, work days, and hours shall be posted on all department bulletin boards at all times fourteen (14) days prior to beginning of schedule.

Section 5. Meal Periods

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

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

Article XXIV

Section 6. Breaks

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

Section 7. Overtime

A. Employees shall be paid overtime either in cash or compensatory time at the rate of one and one-half (1-1/2) hours for each authorized hour worked beyond one-hundred seventy-one (171) hours in the work period in accordance with the Fair Labor Standards Act. The employee shall elect which form of compensation is desired at the time the hours are worked.

B. Employees who work beyond their regularly scheduled work day or work outside their regularly scheduled shifts (but less than one-hundred seventy-one (171) hours in a work period) shall be compensated at straight time rates over and above the base rate.

C. Unit III employees shall be paid either in cash or compensatory time at the rate of time and one-half (1 1/2) for all authorized time worked beyond the employees regular work day.

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

Section 8. Compensatory Time Use

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

Article XXIV

Section 9. Court Time

Employees required to appear in Court on their off-duty hours in connection with their official duties shall receive a minimum of two (2) hours or the actual time worked, whichever is greater, at the appropriate rate. Court time shall be counted as time worked for purposes of calculating overtime.

Section 10. Call Back

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

Section 11. Off Duty Volunteer Details

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

ARTICLE XXV

WORKING OUT OF CLASSIFICATION

Section 1. Senior Rank Recognition

Any officer who is regularly scheduled to work in a position or rank senior to that which he normally holds shall be paid at the rate for the senior position or rank while so acting.

Section 2. Senior Rank/Vacation, Sick Leave

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

Section 3. Senior Rank Six Month 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.

ARTICLE XXVI

WAGES/COMPENSATION/ALLOWANCES

Section 1. Wage Schedules

Employees in the bargaining units shall be compensated according to the separate schedules hereto attached as separate pages of Exhibit #5 and made a part hereof for each unit.

Section 2. Placement and Schedules.

Effective December 6th, 1987, employees in the bargaining units shall be placed on the appropriate compensation chart using their number of years of service from the date of placement in service in their bargaining unit. During the term of this agreement, employees shall then advance on the compensation schedule on their anniversary date.

Section 3. Clothing Allowances

A. Employees in Units I and II, Telecommunicators and Process Servers in Unit III shall receive a \$200.00 allowance for the purchase of required uniforms and equipment during each year of the term of this Agreement. Additionally, each of said employees shall annually receive in accordance with past practice the following payment as reimbursement for cleaning of uniforms:

Fiscal Year 1987-1988 - \$200.00

Fiscal Year 1988-1989, and Year 1989-1990 - \$250.00.

B. Investigators in Unit I shall annually receive a clothing purchase and cleaning reimbursement of \$500.00 for each year of the Agreement paid in accordance with past practice.

C. Other personnel required to wear uniforms shall receive the following benefits relating to purchases and cleaning of such uniforms during each year of this Agreement:

	<u>Purchase</u>	<u>Cleaning</u>
Clerical	Replaced as needed	\$120.00
Bailiffs	Replaced as needed	\$ 90.00
Garage	Replaced as needed	Furnished by County

Article XXVI

Section 4. Pay Schedules.

The attached pay schedules shall be effective as of December 6th, 1987, and any pay increases shall be effective on that date. There shall be no other pay increases during the term of this Agreement.

Section 5. Limitation.

A. In the event that an employee will be entitled to an increase in wages in the first year of this Agreement in excess of \$2,400.00 above his annual rate of pay as of November 30th, 1987, then an employee shall receive \$2,400.00 of said increase in the first year of the Agreement and the balance equally distributed in the 26 pay periods in the second (2) year.

B. The annual rate of pay for any employee as of November 30, 1987, shall not be reduced by the Section 2 of this Article.

C. Unit I employees, except those referred to in Section 6 of this Section, and Unit 2 employees which would have their wages reduced or frozen by Section 2 and 4 of this Article and Subsection 5B of this Section, shall be moved to the step next above to their annual rate effective November 30, 1987 and shall remain at that rate until the terms of this Agreement would allow advancement if ever.

Section 6. Specialist.

The duty assignment hertofore known as Specialist is eliminated.

A. Those employees assigned as Specialist who were prior thereto assigned to Detective duty assignment shall be assigned to Detective duty.

B. Those employees assigned as Specialist who were prior thereto assigned to Patrol duty shall be returned to Patrol duty assignment.

C. Those employees assigned as Specialist to supervise clerical personnel or process servers shall continue in such supervisory capacity but their wages shall be frozen for the term of this Agreement.

Section 7. Bailiffs.

A. Full-time bailiffs shall be scheduled to work a 37.5 hour week Monday through Friday and shall be paid a base salary of \$1,050.00 per month for the term of this Agreement. Bailiffs shall also receive all benefits set forth in this Agreement.

Article XXVI

Section 7. Bailiffs cont.

If a Bailiff is not required to attend court during his regularly scheduled hours, he shall perform such other duties as directed by the Sheriff or his designee. Seniority date for Bailiffs shall be December 6th, 1987.

B. There shall be a Chief Bailiff who shall direct the daily courtroom assignments of the bailiffs and shall perform bailiff duties as well. The Chief Bailiff shall be paid \$150.00 per month in addition to the bailiff base pay. Chief Bailiff is a duty assignment.

C. In the event the duties of the bailiffs or the Court Security Officer are expanded, the employers and the F.O.P. shall negotiate over the pay scale to be assigned to the expanded position.

Section 8. Telecommunications.

A. Telecommunicators shall be moved through the pay scale as grade 8, steps 1, 2, and 3, and then to grade 9, steps 1 through 11.

B. Newly hired telecommunicators shall be hired at grade 8 and may be assigned to steps 1, 2, or 3, depending on prior experience, but shall be held at such levels until they have earned appropriate time in step to move to the next step.

Section 9. Other Unit III Employees.

Except as provided in Sections 7 and 8 of this Article, Unit III employees shall receive step adjustments to raise them to their appropriate step in their present grade or they shall remain at their present step if that step exceeds their time in grade.

ARTICLE XXVII

INSURANCE AND PENSIONS

Section 1. Insurance (December 6, 1987 to November 30, 1988)

A. The Employer will continue all Health and Life Insurance benefits that were in effect on December 1, 1987, as set forth in the McHenry County Health Care Plan as adopted May 12, 1986 by the McHenry County Board with the addition of the following modifications:

1. Physician Office Visits - No deductible applied
Paid at 100%
Maximum \$50.00 per visit
1 visit per covered person
per year
2. Immunization Shots - No deductible applied
Paid at 100%
3. Diagnostic X-Ray and Lab - No deductible applied
Paid at 80%
4. Emergency Room - No deductible applied
Paid at 80%
5. Pre-Admission Testing - No deductible applied
Paid at 100%
6. Outpatient surgery - No deductible applied
Paid at 100%
7. Prescription Drugs - No deductible applied
\$2.00 Co-pay on generic
\$4.00 Co-pay on name brand
8. \$150.00 deductible per individual
\$450.00 deductible per family

B. The Employer shall deduct the sum of \$5.00 from the wages of each employee for each month, or any part thereof, administrative change for health insurance.

C. Any employee wishing to waive health insurance may do so by signing and filing the appropriate form in the County Board Office. The waiver shall be effective upon filing. The life insurance under this Article shall remain in effect even if health insurance is waived under this Article.

D. All out of pocket medical expenses paid by employees shall be applied toward deductible.

- \$1,150.00 - maximum one year expenses per person
- \$2,150.00 - maximum one year expenses per family

Article XXVII

Section 2. Insurance (December 1, 1988 to November 30, 1989)

The Employer shall continue all health and life insurance benefits that are effective as of November 30, 1988 within this agreement and in addition provide dental care benefits as set forth in Exhibit 6. This dental insurance program is made available to both employees and their dependents. The Employer shall pay 50% of the premium cost of the amount provided in Exhibit #6.

If the notice premium for implementation of the dental program is over the estimated cost in Exhibit #6, then the Employer and Lodge agree to meet and negotiate in good faith a fair resolution to the cost impact of the higher premium.

Section 3. Insurance (December 1, 1989 to November 30, 1990)

The Employer will continue all Health, Life and Dental insurance benefits that were in effect on November 30, 1989.

Section 4. Pensions

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

Section 5. Deductions

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

ARTICLE XXVIII

LABOR MANAGEMENT/SAFETY COMMITTEE

Section 1. Labor Management Conferences

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

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

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

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

Article XXVIII

Section 2. Integrity of Merit Commission Grievance Procedures

It is expressly understood and agreed that such meetings shall be exclusive of the Merit Commission and grievance procedures. Grievances being processed under the grievance procedure or reviews under the Merit Commission shall not be discussed in detail at labor-management conferences, 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 discussion shall only be held by mutual agreement of the Employer and the Lodge, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3. Safety Issues

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

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

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

Article XXVIII

Section 3. Safety Issues cont.

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

Section 4. Reports

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

Section 5. Lodge Rep Attendance

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

ARTICLE XXIX

GENERAL PROVISIONS

Section 1. Use of Masculine Pronouns

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

Section 2. Work Rules, General Orders and County Policy

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

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

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

Section 4. Weapon Maintenance

A. The service weapons of any employee authorized to carry weapons by the Sheriff shall be repaired by a certified gunsmith at the expense of the Sheriff, ordinary wear and tear excepted. This provision shall apply to weapons registered with the Range Officer. The certified gunsmith shall be selected by the Sheriff.

B. The Sheriff shall continue to supply cleaning material for ordinary maintenance of such weapons.

Article XXIX

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

The Lodge or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is the subject of a grievance or any other records of the employee pertaining to a specific grievance at reasonable times with the employee's consent, except those records not pertaining to a specific grievance or those records excluded under the Personnel Files Article of this Agreement unless that particular Article is the subject of a grievance.

Section 6. Damaged Personal Property

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

Section 7. Inoculations

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

ARTICLE XXX

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 any 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 XXXI

LEAVES OF ABSENCE

Section 1. Discretionary Leave

A. The Sheriff may grant leaves of absence, without pay or salary, to employees under his supervision for job-related reasons (such as further training or study), which will enable employees to perform their usual and customary duties with greater efficiency and expertise, or for other valid reasons (such as prolonged illness of the employee, his spouse, or his child or children, or childbirth). The denial of discretionary leaves shall not be subject to the Dispute Resolution and Grievance Procedure of this Agreement.

B. The Sheriff may assure an employee who is granted such leave, that the employee's position, or job, will be restored to him at the conclusion of such leave; provided, however, that the employee's employment by the County might, and could, be terminated if, during the period of such leave, the employee's position, or job were to be eliminated by action of the County Board or the enactment or amendment of State or Federal legislation would result in the elimination of such position or job.

C. No leave shall be granted for a period exceeding one-hundred eighty (180) consecutive calendar days, nor shall any employee be granted a leave, or leaves, totaling more than one-hundred eighty (180) days in a given calendar year without the approval of the County Board.

D. An employee on leave will not accrue any benefits whatsoever.

Section 2. Absence Due to Death in Immediate Family

A. In the event of the death of an immediate family member, an employee shall be permitted to be absent from his job for an appropriate number of days up to three (3) days per year with the Sheriff's approval, and for each such day's absence, the employee shall receive compensation at his 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.

Article XXXI

Section 2. Absence Due to Death in Immediate Family

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

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

Section 3. Jury Duty

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

Section 4. Military Leave

An employee who is a member of the ready Reserves of National Guard, when ordered for active duty for training, shall be granted special leave of no more than thirty (30) calendar days to complete such duty. The employee, upon full disclosure, shall be compensated the difference in pay, if any, during such period of leave.

Section 5. Maternity Leave

Pregnancy is considered a disabling condition but not for any fixed period of time. On the opinion of a Medical Doctor that the physical condition of the employee and the required duties of her position are incompatible, the Department Head shall grant maternity leave. Maternity leave shall continue only until the employee, based on medical opinion, is able to return to work. Maternity leave is subject to the rules and regulations of the Illinois Municipal Retirement Fund.

Article XXXI

Section 6. Leave to Conduct Lodge Activities

A. The Lodge shall have the right to have one (1) Lodge member placed on an unpaid leave of absence for the purpose of conducting Lodge activities. Any Lodge member so designated shall not receive any benefits under this Agreement except as follows: The Employee would retain the right to participate in the Employee's Group Insurance Program(s) provided that the cost of such is paid by the employee and the employee may continue to participate in the Employee's Retirement Program with the employee paying all contributions normally paid by a county employee.

B. The leave may be renewed on an annual basis. Should the employee on leave desire to return to active service with the Department, the employee on leave must wait to return to active service until such time as a vacancy exists in the job classification previously held by the employee.

Section 7. Prohibition Against Misuse of Leaves

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

ARTICLE XXXII
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 XXXIII

DURATION AND SIGNATURE

Section 1. Term of Agreement

This Agreement shall be effective from December 6th, 1987, and shall remain in full force and effect until November 30th, 1990. 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 twenty (120) days nor less than ninety (90) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 2. Continuing Effect

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

Section 3. Procedure on Notice of Termination

The parties agree that if either side decides to reopen negotiations upon termination, making any changes in the Agreement, the other party may so notify the other at least ninety (90) days and no more than one-hundred and twenty (120) days prior to the expiration of this 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.

Section 4. Reopener

A. The Parties agree that this Agreement shall be reopened for the purposes of wages only for Unit I Employees only for the fiscal year 1989-1990. Written request of the Lodge given to each of the Co-employers during the month of May, 1989, shall constitute Notice of the desire of the Lodge to reopen wage negotiations. 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. Any impasses at said negotiations shall be resolved by invoking the procedures of Section 14 of the Illinois Public Labor Relations Act.

Article XXXIII
Section 4. cont.

B. 1. The parties agree to a contract reopener at the end of 1987-1988 fiscal year for the sole purpose of discussing the implementation of a dental program. Said reopener shall be filed by the Lodge with the Employer prior to June 1, 1988.

2. Sub-section B - 1 is contingent upon National Dental Care contracting out with dentists in McHenry County sufficient to provide adequate service to all employees of McHenry County.

3. In the absence of the contracting out referred to in Section 4B 2 above, the Employer and the Lodge agree to meet and confer within thirty (30) days after written notification that National Dental Care is unavailable to contract out as provided in 4B 2.

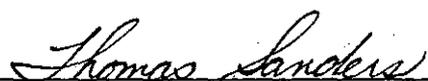
4. All notice provided for in this Section shall be served upon by the other party by registered mail, return receipt requested, and if after ninety (90) days after the date of notice both parties have not given notification, Impasse Resolution shall be in effect as provided for in Article 12, Section 1 of this Agreement

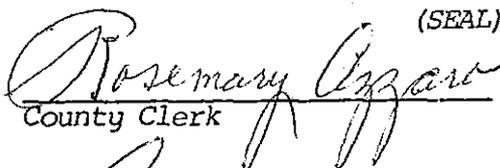
IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 10th day of February, 1988.

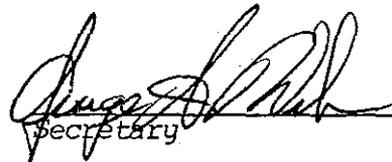
FOR THE EMPLOYER:

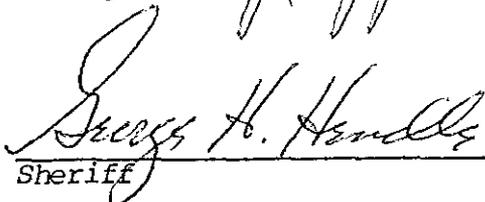
FOR THE LODGE:


County Board Chairman


President, Lodge # 119


County Clerk (SEAL)


Secretary


Sheriff


Director: Illinois F.O.P.
Labor Council

EXHIBIT 1

9.1 VACATION BENEFIT

9.11 Rates of Accrual

All full-time permanent employees shall receive a vacation with pay based on the following schedule:

<u>Years of completed continuous service</u>	<u>Length of vacation period</u>
1 year	5 days 40 hrs max.
2 to 5 years, inclusive	10 days 80 hrs max.
6 to 10 years, inclusive	15 days 120 hrs max.
11 years	20 days 160 hrs max.

9.13 Vacation Pay

The rate of pay for each week of vacation shall be the employee's normal work week times his straight time hourly rate, including shift premium, in effect during the payroll period immediately prior to taking his vacation.

EXHIBIT 2

9.2 HOLIDAY BENEFIT

9.21 Official Holidays

Legal and other holidays will be declared annually by the County Board unless other wise specified by law.

9.22 Holiday Observance

Where employees are scheduled and required to work on a holiday equivalent, time off will be granted within the following appropriate pay period at a time convenient to the employee and consistent with the Department's operating needs.

9.23 Holiday During Vacation

When a holiday falls on any employee's regularly scheduled workday during the employee's vacation period, an extra day shall be added to the employee's vacation.

9.24 Eligibility for Holiday Pay

To be eligible for holiday pay, a permanent full-time employee must work his last scheduled workday before the holiday and the first scheduled workday after the holiday, unless absence on either or both of these workdays is for good cause and approved by the Department Head.

9.25 Emergency Callouts During a Holiday

Employees shall be paid 1.5 times their hourly rate when called out or held over in an emergency situation by their supervisor. The Liaison Committee will review all situations where this emergency pay clause is used to ensure the particular instances authorized by the Department Head were for an actual bonafide emergency.

EXHIBIT 2 cont.

9.4 PERSONAL LEAVE BENEFIT

All full-time permanent employees are eligible to receive paid personal leave days in accordance with the following schedule:

<u>Total months of continuous service</u>	<u>Personal Days earned</u>
4 to 7 months, inclusive	1 day
8 to 11 months, inclusive	2 days
12 months or more	3 days

Personal Leave days cannot be accrued and carried over from one fiscal year to another.

The use of personal days must be scheduled with the Department Head.

EXHIBIT 3

9.3 SICK LEAVE BENEFIT

9.31 Definition

Sick leave shall include any approved period of absence with pay of a County Employee under the following conditions:

- A. Illness or injury
- B. Emergency medical or dental care
- C. Exposure to contagious disease and possible endangering of others by attendance on duty.

9.32 Rates of Accrual

A. Sick leave credits do not accrue during the first year of employment. Upon successful completion of the first year of employment, the employee will be credited with five (5) days of sick leave.

B. Sick leave credits will accrue annually at the end of each anniversary year based on the following schedule:

<u>Years of completed continuous service</u>	<u>Sick leave credit</u>
After first year	5 days
2 to 5 years, inclusive	10 days
6 to 10 years, inclusive	15 days
11 years or more	20 days

C. Sick leave will not accrue during any personal leave-of-absence.

D. Sick leave will accrue and be carried forward from year to year up to a maximum of seven hundred twenty (720) hours.

9.3 SICK LEAVE BENEFIT

9.33 Use of Sick Leave

A. Each employee must notify the Department head before actual absence from work and must complete the necessary attendance forms upon return to work.

B. Upon separation from employment, sick leave credits will be forfeited.

C. All requests related to the use of sick leave credits shall be administered by the Department Head, subject to review by the County Administrator.

EXHIBIT 3 cont.

D. Sick leave credits will be available in the case of layoff.

E. An employee on sick leave covering a designated McHenry County Holiday, in accordance with the established holiday policy, will not be charged with sick leave for that specific holiday date. An employee who becomes ill during an authorized vacation should immediately report this condition to the Department Head. At the discretion of the Department Head, the absence may be charged as sick leave rather than vacation time.

F. An employee who uses all his available sick leave and vacation during an extended illness or convalescence will automatically be placed on a leave of absence. The Department head shall give written notice of this leave of absence and any subsequent extension to the County Administrator. This leave of absence may be extended for a maximum of sixty (60) days and reviewed at the end of the sixty (60) day extension. At the end of the one hundred eighty (180) days of extension, a complete review of the leave will be made by the County Administrator.

During this extended leave, job seniority shall continue to accrue and insurance and health benefits may remain in force by payment of the premiums to the County by the employee on extended leave. No sick leave, vacation or personal days may be earned or accrued while on a leave of absence.

9.34 Verification of Sick Leave

A. If a Department Head does not consider evidence adequate for the use of paid sick leave, additional documentation may be required, regardless of the number of days absent. If this additional documentation is not supplied, the request for sick leave shall be denied and the time shall be charged to leave without pay.

B. Any employee determined by the Department Head to be abusing the provisions of the sick leave policy shall be subject to appropriate disciplinary action.

EXHIBIT 4

	10 Sun.	11 Mon.	12 Tue.	13 Wed.	14 Thu.	15 Fri.	16 Sat.	17 Sun.	18 Mon.	19 Tue.	20 Wed.	21 Thu.	22 Fri.	23 Sat.
						OFF	OFF	OFF						OFF
OFF	OFF							OFF	OFF	OFF				
1	1	1	1	1	1	OFF	OFF	OFF	1	1	1	1	1	OFF
OFF	OFF	OFF	2	2	2	1	1	1	OFF	OFF	2	2	2	1
2	2	2	2	OFF	OFF	2	2	2	2	2	OFF	OFF	OFF	2
3	3	3	3	3	OFF	OFF	OFF	3	3	3	3	3	3	OFF
4	4	4	OFF	OFF	3	3	3	4	4	OFF	OFF	OFF	3	3
5	OFF	OFF	OFF	OFF	4	4	4	5	5	OFF	OFF	4	4	4
6	OFF	OFF	OFF	4	5	5	5	6	OFF	OFF	OFF	5	5	5
7	5	5	4	5	OFF	OFF	6	7	6	4	4	OFF	OFF	OFF
8	6	6	5	OFF	OFF	OFF	7	8	7	5	5	OFF	OFF	6
OFF	7	7	6	6	6	6	OFF	OFF	8	6	6	6	6	OFF
9	8	8	OFF	OFF	OFF	7	8	9	9	7	OFF	OFF	7	7

EXHIBIT 5

PATROL (UNIT 1)

12/87 → 11/90

START	YEARLY	MONTHLY	HOURLY
	20,000	1,667	9.62
1 yr.	21,525	1,794	10.35
2	22,550	1,879	10.84
3	23,575	1,965	11.33
4	24,600	2,050	11.84
5	25,625	2,135	12.32
6	26,650	2,221	12.81
7	27,675	2,306	13.31
8	28,700	2,392	13.80
9	29,400	2,450	14.13
10	30,000	2,500	14.42
11	30,158	2,513	14.50
12	30,366	2,531	14.60
13	30,574	2,548	14.70
14	30,782	2,565	14.80
15	30,990	2,583	14.90
16	31,198	2,600	15.00
17	31,406	2,617	15.10
18	31,614	2,635	15.20
19	31,822	2,652	15.30
20	32,030	2,669	15.40

02/1988

Exhibit 5 cont.

DETECTIVES (UNIT 1)

START	YEARLY	MONTHLY	HOURLY
	21,040	1,753	10.12
1 yr.	22,565	1,880	10.85
2	23,590	1,966	11.34
3	24,615	2,051	11.83
4	25,640	2,137	12.33
5	26,665	2,222	12.82
6	27,690	2,308	13.31
7	28,715	2,393	13.81
8	29,740	2,478	14.30
9	30,440	2,537	14.63
10	31,040	2,587	14.92
11	31,198	2,600	15.00
12	31,406	2,617	15.10
13	31,614	2,635	15.20
14	31,822	2,652	15.30
15	32,030	2,669	15.40
16	32,238	2,687	15.50
17	32,446	2,704	15.60
18	32,654	2,721	15.70
19	32,862	2,739	15.80
20	33,070	2,756	15.90

02/1988

2 of 5

EXHIBIT 5 cont.

SERGEANTS (UNIT 1)

START	YEARLY	MONTHLY	HOURLY
	32,500	2,708.33	15.63
1 yr.	32,662.50	2,721.88	15.70
2	32,825.00	2,735.42	15.78
3	32,987.50	2,748.96	15.86
4	33,150.00	2,762.50	15.94
5	33,312.50	2,776.04	16.02
6	33,475.00	2,789.58	16.09
7	33,637.50	2,803.13	16.17
8	33,800.00	2,816.67	16.25
9	33,962.50	2,830.21	16.33
10	34,125.00	2,843.75	16.41

LIEUTENANTS

START	YEARLY	MONTHLY	HOURLY
	34,500	2,875.00	16.59
1 yr.	34,672.50	2,889.38	16.67
2	34,845.00	2,903.75	16.75
3	35,017.50	2,918.13	16.84
4	35,190.00	2,932.50	16.92
5	35,362.50	2,946.88	17.00
6	35,535.00	2,961.25	17.08
7	35,707.50	2,975.63	17.17
8	35,880.00	2,990.00	17.25
9	36,052.50	3,004.38	17.33
10	36,225.00	3,018.75	17.42

02/1988

EXHIBIT 5 cont.

CORRECTIONS (UNIT II)

MERITED PERSONNEL

START	YEARLY	MONTHLY	HOURLY
	20,000	1,667	9.62
1	20,750	1,729	9.98
2	21,500	1,792	10.34
3	22,250	1,854	10.70
4	23,000	1,917	11.06
5	23,750	1,979	11.42
6	24,500	2,042	11.78
7	25,250	2,104	12.14
8	26,000	2,167	12.50
9	26,750	2,229	12.86
10	27,500	2,292	13.22
11	27,638	2,303	13.28
12	27,776	2,315	13.35
13	27,914	2,326	13.42
14	28,052	2,338	13.49
15	28,190	2,349	13.55
16	28,328	2,361	13.62
17	28,446	2,372	13.69
18	28,604	2,384	13.75
19	28,742	2,395	13.82
20	28,880	2,407	13.88

02/1988

EXHIBIT 5 cont.

CORRECTIONS (UNIT II)

NON-MERITED PERSONNEL

	YEARLY	MONTHLY	HOURLY
START	16,800	1,400	8.08
1 yr.	17,520	1,460	8.42
2	18,240	1,520	8.77
3	18,960	1,580	9.12
4	19,560	1,630	9.48
5	20,160	1,680	9.69
6	20,760	1,730	9.91

02/1988

EXHIBIT #6

NATIONAL DENTAL CARE, INC.
140 N. LaGrange Rd.
Suite 17
LaGrange, Illinois 60525
(312) 352-2700

*****GROUP DENTAL CONTRACT OF COVERAGE*****

This Agreement is made by and between NATIONAL DENTAL CARE, INC., hereinafter referred to as "PLAN", and

Name McHenry County Police & County Emplpyees Phone _____

Address _____

City McHenry State IL ZIP 60050, hereinafter referred to as "GROUP".

Group# 01009 Plan# B Effective Date Jan.1, 1987 Time 12:01 A.M.

Term of Agreement Three (3) year(s) - minimum one year.

Plan B

\$ 10 mo. Subscriber Only \$ _____ mo. Subscriber Contribution (____#)

\$ _____ mo. Subscriber and One Dependent \$ _____ mo. Group Contribution (____#)

\$ 20 mo. Subscriber and Two or More Dependents \$ _____ mo. Group Contribution (____#)

\$ _____ mo. Composite

Plan _____

\$ _____ mo. Subscriber Only \$ _____ mo. Subscriber Contribution (____#)

\$ _____ mo. Subscriber and One Dependent \$ _____ mo. Group Contribution (____#)

\$ _____ mo. Subscriber and Two or More Dependents \$ _____ mo. Group Contribution (____#)

\$ _____ mo. Composite

The address and telephone number of the principal administrative office is: 140 N. LaGrange Road, Suite 17, LaGrange, Illinois 60525, (312) 352-2700.

GENERAL PURPOSE: PLAN, a non-profit organization, was established to provide various groups and individuals with a wide range of dental care services on a prepaid basis to Subscribers and their eligible dependents participating in the PLAN.

PART I. CONTRACT TERMS

This contract will continue in effect for a minimum of 12 months and automatically renew for successive 1 year terms. If either PLAN or GROUP elects not to renew this contract for a succeeding term, written notice of such election shall be given to the other party by registered mail not less than 60 days prior to such renewal date.



NATIONAL DENTAL CARE

140 NORTH LAGRANGE ROAD, SUITE 17
LA GRANGE, ILLINOIS 60525
(312) 352-2700

NDC BENEFITS

DENTAL EXAMINATION

The primary purpose of this dental care plan is to provide for professional dental examinations. Each covered person is entitled to two(2) examinations every twelve (12) months. This examination is used to diagnose the patient's oral health and to determine the dental care needed.

CLEANING OF TEETH

Each covered person is entitled to two (2) cleanings in any twelve (12) month period.

TOPICAL FLUORIDE TREATMENT

Each covered person is entitled to two (2) fluoride treatments in any twelve (12) month period. Treatment is the direct application of fluoride by the dentist or by the dental hygienist under his direction to inhibit or retard tooth decay.

SPACE MAINTAINERS

Both fixed and removable space maintainers that replace prematurely lost teeth for children under 19 years of age to prevent adjacent and opposing teeth from moving.

X-RAYS

Each covered person is entitled to two (2) bitewing x-rays in any twelve (12) month period. Full mouth x-rays are provided once (1) in any 36 consecutive month period and such other dental x-rays as required in connection with the diagnosis of a specific condition that requires treatment.

OTHER BENEFITS

Other benefits such as fillings or extractions are provided by the plan at an average of 30% to 50% off the American Dental Association average charge for that procedure.



NATIONAL DENTAL CARE

140 NORTH LAGRANGE ROAD, SUITE 17
LA GRANGE, ILLINOIS 60525
(312) 352-2700

INTRODUCTION

Prepaid dental care is an employee health benefit that should be included in any well rounded employee benefit program. This benefit fills a void that is present in many health plans, which exclude coverage for dental examinations and other services necessary for good oral health. Please keep in mind that NDC offers creative plan design and various methods of funding to accommodate the particular needs of any group. Please take this moment to review the enclosed information so you can become familiar with one of the finest providers of prepaid dental care benefits in the Nation. A sales representative would appreciate an opportunity to meet with you to answer any of your questions or discuss the details of the program. The representatives of National Dental Care are looking forward to establishing a mutually beneficial relationship with you and company.

FULL COVERAGE

The main advantages of the NDC program consists of our ability to control both the quality and cost of the available dental care services. The combination of our member doctors and specialists allows us to consistently deliver high quality dental care. NDC demonstrates the effective cost and quality controls by providing full coverage for a comprehensive dental examination, cleaning, flouride treatment and bite-wing x-rays. Other benefits are available at reduced rates. Patient satisfaction is virtually guaranteed whenever a patient selects a NDC member doctor for services.

SERVICES FROM NDC MEMBER DOCTORS

NDC MEMBER DOCTORS

In the selection of NDC member doctors, and in the services they perform for NDC patients, QUALITY is foremost among our goals. Each NDC member doctor has a specific contract agreement that they have agreed to and understand. NDC doctors like the program because it assures the patient a comprehensive, professional dental examination and other quality services. NDC provides dependable dental care services to the personal satisfaction of each individual.

In addition to the rigid set of quality standards, NDC doctors agree to accept our fees as full payment for covered professional services. Also, NDC doctors agree to see all NDC patients without discrimination, provide a specific explanation about the level of coverage and complete the required paperwork without an additional charge.



NATIONAL DENTAL CARE

140 NORTH LAGRANGE ROAD, SUITE 17
LA GRANGE, ILLINOIS 60525
(312) 352-2700

INSURED PROGRAMS

NDC is willing to accept the risk for any size account. We guarantee insured rates for a minimum of one (1) year or longer. Insured rates are available for Employee Only coverage, Employee Plus One Dependent, or Family rates which include coverage for all employees with or without any number of dependents. This packet contains an outline of insured rates for most groups.

NDC UNIQUE FEATURES AND ADVANTAGES

1) NETWORK OF MEMBER DOCTORS

- Network of panel doctors who accept NDC fees as full payment for all covered professional services and treatments. Member doctors conveniently located in metropolitan and rural areas of Illinois.

2) COST CONTROLS

- Professional Fees- Reasonable level of fees for contracted professional services below Usual and Customary charges.

3) QUALITY CONTROLS

- Member doctors agree to a rigid set of standards to perform a comprehensive analysis of the patient's oral health. Doctor's determine need for dental work and/or detect other health related problems.

4) EFFICIENT AND SIMPLE ADMINISTRATION

- No claim forms
- Computerized patient and doctor records
- Minimum paperwork for employer and employees
- Patient satisfaction surveys, peer review, etc.

5) PATIENT SATISFACTION

- NDC virtually guarantees patient satisfaction for the services received from any NDC doctor.

6) CONVENIENCE

- NDC doctors are conveniently located in the metropolitan area and in many local towns.
- NDC is easy and simple to use - no claim forms



NATIONAL DENTAL CARE

140 NORTH LAGRANGE ROAD, SUITE 17
LAGRANGE, ILLINOIS 60525
(312) 352-2700

PLAN DESIGN

NDC has two capitation dental plans to regulate the frequency of available dental care services. The primary difference is the amount of co-payment required from the patient for services other than those listed below.

	PLAN A	PLAN B
Examination	2/12	2/12
Cleaning	2/12	2/12
Fluoride	2/12	2/12
Space Maintainers	1/12	1/12
X-Rays (Bitewing)	2/12	2/12
(Full Mouth)	1/36	1/36

COST PER MONTH

	PLAN A	PLAN B
SINGLE	\$7	\$10
SINGLE PLUS ONE DEPENDENT	\$12	\$15
FAMILY	\$18	\$20

Self-insured plans are also available. Ask your National Dental Care representative for a self-insured quote.



NATIONAL DENTAL CARE

140 NORTH LA GRANGE ROAD, SUITE 17
LA GRANGE, ILLINOIS 60525
(312) 352-2700

SCHEDULE OF DENTAL BENEFITS

PLAN B

	<u>Patient Charges</u>
Routine Oral Examination To diagnose the patient's oral health and to determine the dental care needed.	-0-
Cleaning of Teeth Two cleanings in any twelve (12) month period.	-0-
Topical Fluoride Treatment Direct application of fluoride by dentist or by dental hygienist under his direction to inhibit or retard tooth decay.	-0-
Space Maintainers Both fixed and removable space maintainers that replace prematurely lost teeth for children under 19 years of age to prevent adjacent and opposing teeth from moving. (Patient pays lab fee)	-0-
X-Rays Bitewing x-rays twice in any twelve month period. Full mouth x-rays once in any 36 consecutive month period and such other dental x-rays as required in connection with the diagnosis of a specific condition that requires treatment.	-0-
Fillings - Restorative	
Amalgam restorations (per surface)	\$6
Plastic or composite restorations (per surface)	\$10
Amalgam restoration pin retained	\$18
Acrylic or plastic restoration pin retained	\$18
Extractions	
Routine extractions by forceps or elevators	\$8
Surgical extraction of tooth, erupted	\$14
Surgical extraction of tooth, partial bony impaction	\$30
Surgical extraction of tooth, complete bony impaction	\$50
Surgical extraction of tooth, soft tissue impaction	\$28
Biopsy and examination of oral tissue (patient pays pathology lab)	\$25

PLAN B
Patient Charges

Dentures	
Complete upper or lower acrylic base	\$195
Immediate complete upper or lower acrylic base	\$205
Partials	
Partial upper denture, without clasps, acrylic base-including six months post delivery care	\$110
Partial upper denture with two clasps, with rest, acrylic-base including six months post delivery care	\$215
Removable unilateral partial denture, one piece casting, chrome-cobalt attachment, per unit including pontics	\$175
Pulp Therapy	
Diagnosis, prevention and treatment of disease of dental pulp, including root canal therapy - per canal	\$45
Apicoectomy	\$50
Orthodontic Benefits	
Diagnostic and treatment planning	\$65
Full banded case	\$1250

EXCLUSIONS AND LIMITATIONS

Coverage is not provided for any dental procedures which involve the following:

- a. Dental services provided by other than the selected Panel Dentist except as provided to Non-Participating Dentists as described in Policy.
- b. Dental care due to illness, injury, disease or physical condition caused by an act of war or insurrection.
- c. Replacement as a result of loss or theft of orthodontic or other prosthetic appliance.
- d. Orthognathic Surgery.
- e. Orthognathic dental procedures for purely cosmetic reasons.
- f. Services or supplies for which benefits are payable under a Hospital, Medical, Prescription Drug Expense Benefits Coverage, Worker's Compensation or Employer's Liability Law, or any Government Health Care Program.
- g. Services and supplies ordered before your Employee's and his Dependents eligibility commences, or received (installed) after coverage ends, EXCEPT that prosthetic devices such as dentures, bridges, crowns, inlays, onlays, and their fittings will be covered if they are ordered while such person is insured and received.

PLAN B
Patient Charges

Aveoplasty (surgical preparation of ridge for dentures) per quadrant, in conjunction with extraction	\$32
Aveoplasty-per quadrant, not in conjunction with extraction	\$28
Removal of cyst or tumor, up to one fourth inch diameter	\$45
Incision and drainage of abcess, intraoral	\$10
Incision and drainage of abscess, extraoral	\$35
Frenulectomy- separate procedure (frenectomy or frenotomy)	\$35
 Gum and Tissue (Periodontal) Treatment	
Gingivectomy or gingivoplasty per quadrant	\$85
Gingival curettage per quadrant	\$38
Osseous surgery (including flap entry and closure) per quadrant	\$160
Periodontal scaling and root planning (entire mouth)	\$70
Full Case	\$695
 Repairs	
Simple repairs	\$15
Complex repairs	\$25
Office reline	\$28
Laboratory reline (patient pays lab fee) plus	\$20
 Crowns	
Stainless steel crown	\$28
Cast metal crown per unit	\$160
Veneer crown	\$180
Prefabricated temporary crown	\$20
 Inlays	
Gold inlay restorations-one surface	\$55*
Gold inlay restoration-two surfaces	\$95*
Gold inlay restoration-three surfaces	\$110*
 *For all gold there will be an additional charge based on current market price.	
Onlay Per tooth	\$145

FREQUENTLY ASKED QUESTIONS ABOUT THE
NATIONAL DENTAL CARE DENTAL SERVICE PLAN

1. How does the Employer enroll his employees?

The employer signs an agreement with National Dental Care.

2. What is the agreement with National Dental Care?

National Dental Care handles the administration and accounting of the group rather than the dentist. The agreement outlines the details of the administrative system and the provisions of the plan.

3. After the agreement is signed, when does the dental service begin?

If all the enrollment cards are received by National Dental Care before the 15th of the month prior to the effective date of the contract, dental service will begin on the effective date. Any enrollment cards that are received after the 15th of the month prior to the effective date, will begin dental service the first of the following month. New employees hired after the original effective date become eligible for dental care when their name appears on the monthly listing furnished by the employer.

4. What does the employee do to get dental service?

His dental brochure will give him the name and location of the local dental facility. The employee will telephone for an appointment and his full care program has started. There are no forms to be completed by the employer or the employee.

5. What dental services are covered for the members?

Complete dental care and all necessary services are covered.

6. What about pre-existing conditions?

All necessary dental care is included whether the cause of needed care began before the members eligibility or not.

7. What does the employer pay under the NDC Dental Plan?

The employer pays the monthly membership fees for the employee and his family. The employee receives dental care and only pays a modest co-payment.

8. What is a co-payment?

The amount to be paid by a member for certain types of dental procedures. The schedules of benefits list these co-payments.

9. When is the co-payment paid?

In cash or by check at the time the service is rendered. The employee knows the amount of his co-payment and should be prepared to make his payment before leaving the dental office.

10. Can the member pick any dentist?

A fully qualified plan dentist is chosen by the member to handle his dental care. If the member is not satisfied with his care, he may request a different dentist within the plan.

11. What if a member is under dental treatment now?

He may finish such treatment with his own dentist and pay the charges himself, or he may finish the dental treatment with a plan dentist and pay only according to the co-payment schedule.

12. What happens if dental needs result from an occupational accident covered by Worker's compensation?

The National Dental Care Dental Plan is for the benefit of the members. His full dental needs are covered and this would include a Worker's Compensation claim.

13. What if an employee is out of town on vacation or business travel when a dental emergency arises?

A true dental emergency is handled by the member having the work done by a dentist in the area where the emergency arises. The employee pays the dentist, gets the bill marked paid and will be reimbursed for the cost of such emergency in full by National Dental Care after presenting the bill.

14. What about a lay-off or leave of absence?

If the employer continues to pay the monthly membership fee for such an employee, full dental service continues to be available.

15. What happens to a terminated employee?

His membership in the plan ends with that month of termination but dental work-in-progress is completed for any family member. No conversion privilege is available for any reason.

16. What family members are covered?

Employee, spouse and their children to age 19 or to the age 23 if still in school, unmarried and dependent on the employee for support.

17. Who may use the NDC Dental Service Plan?

Any eligible family member enrolled by the employer. No other persons except enrolled members may use the dental services at any time.



NATIONAL DENTAL CARE

140 NORTH LA GRANGE ROAD, SUITE 17
LA GRANGE, ILLINOIS 60525
(312) 352-2700

COMPANIES COVERED BY NATIONAL DENTAL CARE

Atena Bearing
American Can
Amforge/Division Rockwell (Hourly)
Amforge/Division Rockwell (Salary)
AT & T
AT & T Technologies (Retired)
Avon Products, Incorporated
Chicago Board of Education (Dependents)
Chicago Park District
City Colleges of Chicago
CHP Individual Conv. Policy
Douglas Furniture
Dupli-Color
FSC Paper Corporation
Group W. Cable (Westinghouse)
John Hancock Health Plans
Joliet Township High Schools District 204
Kenwood Terrace
Koppers
McKinley, Ada Foster Care
Mayer, Brown & Platt
Merrill Lynch
Moody Bible Institute
Owens Illinois
Playboy Enterprises
PMC Specialties
Rand McNally
Sherwin Williams
Sloan Valve (Hourly)
Sloan Valve (Salary)
Soft Sheen
South Suburban Intergovernmental Agency
Tablet & Ticket
Union Camp Corporation
Veniculum Salary Employees
Veniculum Union Employees
Vulcan Materials Company
Western Union (Salary)
Western Union (Union)
Witco Corporation (Hourly)
Woodlawn Organization
YMCA

NATIONAL DENTAL CARE INC.
COMPARISON CHART

CAPITATION PLAN

Capitation fees are paid directly to participating dental offices monthly by C.D.P. to compensate for "risk assumption."

FEATURES

1. No time exclusion for major treatment.
2. No claims forms or paper work for patient.
3. Emphasis on prevention is strong.
4. Guaranteed 5% per year cost increase cap.
5. Peer review committee assures quality of care.
6. Protocol for reporting dissatisfaction.
7. Very reasonable orthodontic case fee.
8. Patient co-payments same as under conventional plan.
9. Doctor and patient decide treatment- no prior approval needed.
10. Quarterly reports on utilization of the plan from N.D.C.

CONVENTIONAL DENTAL INSURANCE

Built-in 18%(+) profit in premium for "risk assumption" plus cost of claims administration, plus claims payments constitutes the premium.

FEATURES

1. One year time exclusion for major treatment for new plan.
2. Claims processing- paper work for Doctor and patient.
3. Prior approval for major treatments.
4. Maximum per/year paid benefits.
5. Insurance company controls premiums and yearly premium increases.
6. Insurance company controls type and amount of treatment Dentist can do and makes sure premium collected is not over paid.
7. Timely reports on utilization on request.



NATIONAL DENTAL CARE

140 NORTH LAGRANGE ROAD, SUITE 17
LA GRANGE, ILLINOIS 60525
(312) 352-2700

SPECIALISTS

ENDODONTISTS

ANDERSON, Daniel D.D.S.
1010 Grove Mall
Elk Grove Village, IL 60007
(312) 439-5440

MAGGIO, Joseph D.D.S.
1010 Grove Mall
Elk Grove Village, IL 60007
(312) 439-5440

ORAL SURGEONS

EDMISTON, Frederick D.D.S.
302 North Hammes Ave.
Joliet, IL 60435
(815) 741-0302

GREENE, Marvin D.D.S.
Stone Medical Center
2800 N. Sheridan
Chicago, IL 60657
(312) 327-2400

2241 Theodore Street
Cresthill, IL 60435
(815) 741-1700

MORRONE, James D.D.S.
120 Oak Brook Mall Ste. 150
Oak Brook, IL 60521
(312) 571-8740

7607 W. North Avenue
River Forest, IL 60305
(312) 771-6700

ROBINSON, H. Marchmont D.D.S.
Zoller Dental Clinic
5841 S. Maryland Ave.
Chicago, IL 60637
(312) 702-6831

7550 College Drive
Palos Heights, IL 60463
(312) 361-4626

1835 Rohlwing Rd.
Rolling Meadows, IL 60008
(312) 398-4999

ORAL SURGEONS CONT.

ROBINSON, H. Marchmont D.D.S.
4833 Church
Skokie, IL 60077
(312) 673-7118

SMULSON, Paul D.D.S.
1010 Grove Mall
Elk Grove Village, IL 60007
(312) 439-5440

ORTHODONTISTS

GORDON, Herbert D.D.S.
1010 Grove Mall
Elk Grove Village, IL 60007
(312) 439-5440

RED, Clarence D.D.S.
227 N. Hammes Ave.
Joliet, IL 60435
(815) 744-2990

WILLIAMS, Robert D.D.S.
4949 Irving Park Rd.
Chicago, IL 60641
(312) 725-8818

3166 Lincoln #304
Chicago, IL 60657
(312) 472-7466

PERIODONTISTS

ANGELO, Patrick D.D.S.
7777 W. North Avenue
River Forest, IL 60305
(312) 366-2180

BEARD, James D.D.S.
1010 Grove Mall
Elk Grove Village, IL 60007
(312) 439-5440

SMULSON, Daniel D.D.S.
7777 W. North Ave.
River Forest, IL 60305
(312) 366-2180

over

PARTICIPATING DENTISTS

ANNA

REHBERGER, Dr. Amos
200 N. Main St.
Anna, IL 62906
(618)833-7612 #034

ANTIOCH

WARNER, Dr. Edward
487 Orchard
Antioch, IL 60002
(312)395-2010 #004

BARTLETT

BARTLETT DENTAL ASSOC.
MATEGRAND, Dr. Albert
164 E. Bartlett Plaza
Bartlett, IL 60103
(312)830-5580 #037

BLOOMINGDALE

MEYERS, Dr. Robert
135 First Street
Bloomington, IL 60108
(312)893-4650 #040

BRADLEY

CARLUCCI, Dr. Richard
1043 Broadway
Bradley, IL 60915
(815)939-4538 #023

CHANNAHON

MORGAN, Dr. Michael
200 North Street
Channahon, IL 60410
(815)467-5987 #001

CHICAGO

ALEMIS, Dr. Alexander
3009 E. 92nd Street
Chicago, IL 60617
(312)978-1231 #030

AMERIDENT ASSOCIATES

VIBHAKAR, Dr. Kamal
4008 W. 26th Street
Chicago, IL 60623
(312)277-0200 #025

APPLE, Dr. Anthony

7845 Cottage Grove #105
Chicago, IL 60614
(312)846-6000 #017

BIENEMAN, Dr. Gerold

2521 North Lincoln
Chicago, IL 60614
(312)871-0336 #033

BULLOCK, Dr. Gloria
1525 E. 53rd Street
Chicago, IL 60615
(312)241-6401 #008

EXUM, Dr. Lewis
408 E. Marquette Rd.
Chicago, IL 60637
(312)955-3600 #036

JONES, Dr. Ronald
2814 East 79th Street
Chicago, IL 60649
(312)978-4548 #021

KING, Dr. Larry
123 E. 103rd Street
Chicago, IL 60628
(312)928-3737 #010

KIMBROUGH, Dr. Roosevelt
2026 W. 95th Street
Chicago, IL 60643
(312)238-1933 #047

MANSON, Dr. Drew
4811 West Montrose
Chicago, IL 60641
(312)685-3933 #013

MANSON, Dr. Drew
10801 S. Halsted
Chicago, IL 60628
(312)660-0083 #012

MARTORANA, Dr. Joseph
5207 North Harlem
Chicago, IL 60656
(312)774-2114 #014

SCOTT, Dr. Thomas
2011 E. 75th Street
Chicago, IL 60649
(312)363-4433 #029

SHERBIN, Dr. Robert
400 East Randolph #503
Chicago, IL 60601
(312)527-2250 #024

CALUMET CITY

MITsos, Dr. Michael
80 River Oaks Center #503
Calumet City, IL 60409
(312)891-2232 #019

DIXON

LESAGE, Dr. Robert
111 East Everett St.
Dixon, IL 61021
(815)788-1418 #005

ELK GROVE VILLAGE

DENTAL STORE, THE
SHULKIN, Dr. Neil
1010 Grove Mall
Elk Grove, IL 60007
(312)439-5440 #032

GLEN ELLYN

MCNEIL, Dr. Dean
443 Duane Street
Glen Ellyn, IL 60137
(312)469-0029 #043

JUSTICE

SULLIVAN, Dr. Richard
9050 W. 81st St.
Justice, IL 60458
(312)594-3500 #015

LAGRANGE

FIELDHOUSE, Dr. James
340 Sherwood Rd.
LaGrange, IL 60525
(312)354-7363 #022

LISLE

SCHWARTZ, Dr. Ronald
2727 Maple Ave.
Lisle, IL 60532
(312)355-2252 #044

MAYWOOD

MAYWOOD DENTAL ASSOC.
COSTELLO, Dr. John
1409 S. 5th Ave.
Maywood, IL 60153
(312)865-2225 #039

MELROSE PARK

DITOLA, Dr. George
1835 North Broadway
Melrose Park, IL 60160
(312)865-1214 #016

MONIGOMERY

FUNK, Dr. James
260 Fernwood
Montgomery, IL 60538
(312)859-8400 #006

MT. PROSPECT

RANDHURST DENTAL ASSOC.
TRUMFIO, Dr. Dominic
999 Elmhurst Rd. #50
Mt. Prospect, IL 60056
(312)259-4236 #038

MEMORANDUM OF UNDERSTANDING

Whereas the County of McHenry (County) and the McHenry County Sheriff (Sheriff) and the Fraternal Order of Police (F.O.P.) desire to clarify the wages to be paid to Unit III employees as set forth in the collective bargaining agreement between the same parties;

IT IS AGREED AS FOLLOWS:

1. The Civil Process Supervisor shall be paid at a rate equal to her annual rate of pay as of 12/5/87 for the entire length of the Agreement.
2. The Bailiff's shall be paid at the rate specified in the Agreement for all three (3) years.
3. The Record Coordinator, Clerks, Secretaries, Mechanics and Process Servers shall be paid as follows:
 - A. In the first year of the Agreement they shall be paid at a rate equal to the rate set forth in their grade as of 12/5/87 at a step to be determined as follows:
 1. Step 1 shall be used for probationary employees,
 2. Non-probationary employees shall be paid at a step level equal to the number of years of service as of 12/5/87 in that classification, or their current step whichever is greater. For the purpose of this paragraph each part of a year of service as of 12/5/87 shall be counted as a full year.
 - B. In the second year of the Agreement these employees shall move up one step or receive the general County Pay Plan increase, whichever is greater. Those employees already in the highest step shall receive the general increase in the County Pay Plan.
 - C. In the third year of the Agreement these employees shall receive a pay increase in the same manner as in subparagraph B above.
4. In the first year of the Agreement, Telecommunicators shall be paid at the rate specified in the agreement. (i.e. a person with five (5) years of service on 12/5/87 would be a Grade 9, step 2.) At the beginning of the second (2) and third (3) years of this Agreement, these employees shall move up one step and receive any general increase to the County Pay Plan.

5. The current County Pay Plan is attached hereto and made a part here of as Exhibit A.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 10th day of February, 1988.

FOR THE EMPLOYER:

FRATERNAL ORDER OF POLICE
LODGE # 119

Edu J. Buss
County Board Chairman

Thomas Sanders
President, Lodge # 119

SEAL

Rosemary Czarro
County Clerk

George J. [Signature]
Secretary

George H. Hendle
Sheriff

[Signature]
Director: Illinois F.O.P.
Labor Council

MCHENRY COUNTY 1988 GRADE & STEP CHART

3.5%

GRADE-STEP TABLE (Monthly at 40 hrs per week)

GRADE	STEP 1 (PROBATION)	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
01	884	927	952	972	993	1017	1043	1069	1094	1121	1146
02	926	972	993	1017	1043	1069	1094	1118	1146	1175	1203
03	971	1017	1042	1066	1094	1118	1146	1173	1201	1231	1262
04	1016	1066	1092	1118	1146	1173	1201	1231	1260	1290	1323
05	1064	1118	1144	1173	1199	1231	1260	1290	1319	1352	1385
06	1116	1172	1199	1229	1260	1290	1319	1352	1385	1420	1453
07	1170	1229	1258	1288	1319	1350	1381	1418	1451	1487	1524
08	1265	1329	1362	1394	1428	1463	1496	1534	1572	1609	1648
09	1375	1444	1480	1517	1551	1589	1629	1669	1706	1749	1792
10	1494	1569	1609	1648	1688	1730	1770	1811	1858	1903	1950
11	1626	1706	1749	1792	1836	1879	1927	1974	2021	2070	2122
12	1766	1855	1903	1950	1997	2045	2094	2148	2200	2252	2309
13	1921	2019	2070	2120	2170	2226	2279	2337	2394	2453	2510
14	2108	2219	2271	2328	2387	2444	2505	2565	2628	2694	2759
15	2314	2437	2496	2557	2619	2681	2751	2817	2886	2959	3030
16	2545	2673	2739	2808	2877	2945	3021	3094	3170	3247	3328
17	2794	2938	3011	3084	3162	3238	3318	3399	3484	3571	3657
18	3068	3227	3304	3389	3472	3557	3643	3735	3827	3923	4016

MCHENRY COUNTY 1988 GRADE & STEP CHART

3.5%

GRADE-STEP TABLE (Monthly at 37.5 hrs per week)

GRADE	STEP 1 (PROBATION)	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
01	829	869	892	912	931	954	978	1003	1025	1051	1074
02	868	912	931	954	978	1003	1025	1048	1074	1102	1128
03	910	954	977	999	1025	1048	1074	1100	1126	1154	1183
04	952	999	1024	1048	1074	1100	1126	1154	1181	1209	1240
05	998	1048	1073	1100	1125	1154	1181	1209	1237	1268	1298
06	1047	1099	1125	1152	1181	1209	1237	1268	1298	1331	1362
07	1097	1152	1180	1207	1237	1266	1295	1329	1360	1394	1428
08	1186	1246	1277	1307	1339	1372	1402	1438	1474	1508	1545
09	1289	1354	1388	1422	1454	1490	1528	1565	1599	1640	1680
10	1401	1471	1508	1545	1583	1622	1659	1698	1742	1784	1828
11	1524	1599	1640	1680	1721	1762	1807	1851	1895	1940	1989
12	1656	1739	1784	1828	1872	1918	1963	2013	2062	2111	2165
13	1801	1893	1940	1987	2035	2087	2137	2191	2244	2299	2353
14	1976	2080	2129	2182	2238	2291	2348	2405	2464	2525	2587
15	2169	2285	2340	2397	2455	2514	2579	2641	2706	2774	2841
16	2386	2506	2568	2633	2698	2761	2832	2901	2972	3044	3120
17	2620	2754	2823	2891	2964	3036	3110	3187	3266	3348	3429
18	2876	3026	3097	3177	3255	3335	3416	3502	3588	3677	3765

MCHENRY COUNTY 1988 GRADE & STEP CHART

GRADE-STEP TABLE
 3.5%
 (Hourly wages)

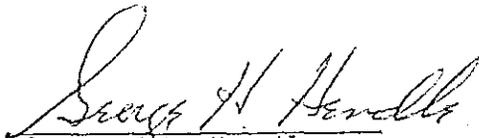
GRADE (PROBATION)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
01	5.10	5.35	5.49	5.61	5.73	5.87	6.02	6.17	6.31	6.47	6.61
02	5.34	5.61	5.73	5.87	6.02	6.17	6.31	6.45	6.61	6.78	6.94
03	5.60	5.87	6.01	6.15	6.31	6.45	6.61	6.77	6.93	7.10	7.28
04	5.86	6.15	6.30	6.45	6.61	6.77	6.93	7.10	7.27	7.44	7.63
05	6.14	6.45	6.60	6.77	6.92	7.10	7.27	7.44	7.61	7.80	7.99
06	6.44	6.76	6.92	7.09	7.27	7.44	7.61	7.80	7.99	8.19	8.38
07	6.75	7.09	7.26	7.43	7.61	7.79	7.97	8.18	8.37	8.58	8.79
08	7.30	7.67	7.86	8.04	8.24	8.44	8.63	8.85	9.07	9.28	9.51
09	7.93	8.33	8.54	8.75	8.95	9.17	9.40	9.63	9.84	10.09	10.34
10	8.62	9.05	9.28	9.51	9.74	9.98	10.21	10.45	10.72	10.98	11.25
11	9.38	9.84	10.09	10.34	10.59	10.84	11.12	11.39	11.66	11.94	12.24
12	10.19	10.70	10.98	11.25	11.52	11.80	12.08	12.39	12.69	12.99	13.32
13	11.08	11.65	11.94	12.23	12.52	12.84	13.15	13.48	13.81	14.15	14.48
14	12.16	12.80	13.10	13.43	13.77	14.10	14.45	14.80	15.16	15.54	15.92
15	13.35	14.06	14.40	14.75	15.11	15.47	15.87	16.25	16.65	17.07	17.48
16	14.68	15.42	15.80	16.20	16.60	16.99	17.43	17.85	18.29	18.73	19.20
17	16.12	16.95	17.37	17.79	18.24	18.68	19.14	19.61	20.10	20.60	21.10
18	17.70	18.62	19.06	19.55	20.03	20.52	21.02	21.55	22.08	22.63	23.17

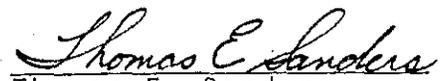
February 8, 1988

MEMORANDUM OF UNDERSTANDING

REFERENCE: ARTICLE XXIV, SECTION 3.E

It is agreed between the Sheriff and Lodge, that the detectives will follow PAST PRACTICE. Shifts may be rotated, but no more often than on a ninety (90) day basis. Shifts may be rotated but the Sheriff or his designee(s) shall have the right to deny a seniority bid to balance the experience of the manpower on each shift.


George H. Hendle
Sheriff


Thomas E. Sanders
President Lodge 119

cc: Sheriff
County Board Administrator
Lodge 119 File