



## **Collective Bargaining Agreement**

### **McHenry County and Fraternal Order of Police Unit III**

*Effective December 1, 2002  
through November 30, 2005*

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## **PREAMBLE**

This Agreement is entered into by the County of McHenry, a body politic and corporate, by its duly constituted County Board and the Sheriff of McHenry County, hereinafter referred to as the "Employer", and the Fraternal Order of Police, McHenry County Civilians, Unit No. 3, and the Illinois F.O.P. Labor Council, hereinafter referred to as the "Lodge/Council".

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Lodge/Council 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/Council to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees wages, hours and working conditions.

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

## **ARTICLE I** **RECOGNITION**

### **Section 1. Unit Description**

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

Unit III - Civilian and Sworn Non-Peacekeeping Personnel in the Sheriffs Department:

Included: All full-time Employees in the job classifications: Auto Technician, Auto Technician Assistant, Clerk II (e.g. Civil Process, Records, Switchboard, Warrants, Work Release) Clerk III (e.g. Civil Process, Records, Warrants), Custodian, Court Security (e.g. Security Guard, Magnetometer Operator), Process Server, Radio Dispatcher, and Secretary II.

Excluded: Administrative Assistant, Chief Support Service, all Corrections officers, all Deputy Sheriffs, and others in a unit of Sheriff's Patrol Police performing peacekeeping functions, Safety Education

Officer, part-time security guards, Secretary to Detectives, Secretary to Narcotics, Secretary to Sheriff, Secretary to Undersheriff, Supervisor of Records, Supervisor of Civil Division, Supervisor of Court Security, Supervisor of Custodial, all Employees included in Unit I, all Employees included in Unit II, and all employees excluded by the Act.

The parties agree to comply with the final ruling of the Illinois State Labor Relations Board in Case Number (S-UC-92-19), and to amend this Agreement to the extent necessary to comply with said ruling.

### **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. Sheriffs Auxiliary**

The Employer may continue to utilize the services of the McHenry County Sheriffs 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 practices. 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 Sheriffs Department may result in job duty changes for included or excluded job classifications and the parties agree to negotiate in good faith over the effects of such changes on the bargaining unit and inclusion or exclusion of such amended job classification in the bargaining unit.

## **ARTICLE II** **NEW CLASSIFICATIONS AND VACANCIES**

### **Section 1. New Classifications**

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

necessary unit clarification unless the parties can mutually agree on the addition of the classification to the bargaining unit.

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

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

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

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

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

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

**Section 2. Vacancies**

Vacancies shall be filled at the sole discretion of the Sheriff.

**ARTICLE III**  
**NON-DISCRIMINATION**

**Section 1. Equal Employment Opportunity**

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

**Section 2. Prohibition Against Discrimination**

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

**Section 3. Lodge/Council Membership or Activity**

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

**ARTICLE IV**  
**MANAGEMENT RIGHTS**

The Employer possesses the sole right to operate the Sheriffs 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 Sheriffs 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 Sheriffs Department;
- (e) To suspend, discharge and take other disciplinary action for just cause against employees under the established work rules and regulations of the Sheriffs 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 Sheriffs 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 Sheriffs Department and County operations; and the number and kind of classifications to perform such services;
- (k) To contract out for goods or services;
- (l) To establish, implement and maintain an effective internal control program;
- (m) To establish rules relating to those items not subject to arbitration under Section 315/14(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 Sheriffs Department operations are to be conducted;
- (o) To take whatever action is necessary to carry out the functions of the Sheriffs 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. Anything not specifically provided for pursuant to this Collective Bargaining Agreement shall be left to the exclusive discretion of the Employer.

## **ARTICLE V** **SUBCONTRACTING**

### **Section 1. General Policy**

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

### **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/Council and offer the Lodge/Council an opportunity to discuss and participate in considerations over the desirability of such subcontracting 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/Council dues set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Lodge/Council in accordance with the laws of the State of Illinois. The Lodge/Council 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 received written authorization in a form agreed upon by the Lodge/Council 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/Council by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Lodge/Council. Authorization for such deduction shall only be revocable by providing thirty (30) days' written notice to the Employer and the Lodge/Council.

**Section 3. Fair Share**

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

The Employer shall, with respect to any covered employee in whose behalf the Employer has not receive 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/Council on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

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

#### **Section 4. Indemnification**

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

#### **ARTICLE VII** **BILL OF RIGHTS** **(RESERVED)**

#### **ARTICLE VIII** **MAINTENANCE OF STANDARDS**

The parties have mutually negotiated all economic benefits for which they wish to include with their employment relationship pursuant to this Agreement. Both parties agree that the employees will continue to enjoy those economic benefits and any changes therein shall be mutually negotiated between the parties. Any economic provisions which are not specifically provided for in this Agreement may be modified by the

Employer upon a showing of reasonable business necessity or operational need of the Sheriffs Department. Thirty (30) days prior to implementation, the Employer will notify the Union and the parties shall immediately sit down to discuss the changes. If the parties are not able to agree on the implementation of the changes proposed by the Employer, then they shall arbitrate over the impact of the change as provided for under Article XVI, Section 8, Step 4. The County shall not take action to decrease the Sheriffs budget with the intention of undermining the application of this Article.

## **ARTICLE IX** **F.O.P. REPRESENTATIVES**

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

### **Section 1. Grievance Processing**

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

### **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 Unit III Committee 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 three (3) employees in Unit III 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 Sheriffs Department. Such requests shall not unreasonably be denied.

### **Section 3. Lodge/Council Negotiating Team**

Up to three (3) members from the bargaining unit designated as being Lodge/Council negotiating team members 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 or benefits. The Employee must give the Employer notice (14) fourteen days in advance or, where the meeting is scheduled less than fourteen (14) days from the meeting date, forty-eight (48) hours notice must be given to the Employer in order for the Employee to be released. If a designated Lodge/Council negotiating team member is in a

regular day-off status on the day of negotiations, he will not be compensated for attending the session.

**ARTICLE X**  
**NO STRIKE**

**Section 1. No Strike Commitment**

Neither the Lodge/Council nor any Employee 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/Council nor any Employee nor bargaining unit member shall refuse to cross any picket line, by whomever established.

**Section 2. Performance of Duty**

It is recognized that employees covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes which may arise within the County. The Lodge/Council agrees that no disciplinary action or other action will be taken by the Lodge/Council against any 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/Council immediately shall disavow such action and request the Employees or bargaining unit members to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Lodge/Council, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

**Section 4. Lodge/Council Liability**

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

**Section 5. Discipline of Strikers**

Any Employee 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 Employee or bargaining unit member who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provision of the grievance procedure, except that the issue of whether an Employee or bargaining unit member in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

**Section 6. No Lock-Out**

During the term of this Agreement, the Employer will not institute a lock-out over a dispute with the Lodge/Council.

**ARTICLE XI**  
**IMPASSE RESOLUTION**

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

**ARTICLE XII**  
**INDEMNIFICATION**

**Section 1. Employer Responsibility**

The Employer will indemnify the employees in accordance with the provisions of applicable Illinois law, 745 ILCS 10/2-302.

**Section 2. Legal Representation**

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

**Section 3. Cooperation**

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

**Section 4. Applicability**

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

**ARTICLE XIII**  
**PERSONNEL FILES**

**Section 1. Personnel Files**

The Employer shall keep a central personnel file for each employee in the bargaining unit which shall be maintained in the Sheriffs 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 or portions of the personnel file may be maintained with the County administrator's offices as are necessary to the discharge of their functions.

**Section 2. Inspection**

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

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

**Section 3. Notification**

Employees shall be given immediate notice by the Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file. The Employee shall have the right to attach a rebuttal to the disciplinary documentation, which shall also be permanently placed in their personnel file.

**Section 4. Investigation**

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

**ARTICLE XIV**  
**DISCIPLINE AND DISCHARGE**

**Section 1. Discipline and Discharge**

The parties recognize the principles of progressive and corrective discipline.

Disciplinary action or measures shall be limited to the following:

- Oral reprimand
- Written reprimand
- Suspension
- Demotion
- Discharge

Disciplinary action may be imposed upon an employee only for just cause. Other reasonable conditions of employment may be imposed by the Employer in conjunction with the discipline. Any disciplinary action or measure imposed upon a non-probationary employee may be processed as a grievance through the regular grievance procedure. If an employee elects to process a disciplinary review through the grievance procedure, then the employee must notify the Sheriff, within forty-eight (48) hours of notification of the disciplinary measure or action. 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 grievance procedure.

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. This shall not prohibit the Employer from posting at the Employer's place of employment a notice that an Employee

is suspended and not to be at their workstations. The notice shall be removed upon completion of the suspension.

**Section 2. Limitation**

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

**Section 3. Pre-disciplinary Meeting**

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

**Section 4. Investigatory Interviews**

When the Employer desires to conduct an investigatory interview of an Employee where the results of the interview might result in discipline, the Employer agrees to first inform the employee that the employee has a right to Lodge/Council representation at such interview. If the employee desires such Lodge/Council representation, no interview shall take place without the presence of a Lodge/Council representative. The role of the Lodge/Council representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts. Further the employee may not unreasonably delay the interview by insisting on any particular Lodge/Council representative.

**ARTICLE XV**  
**DRUG TESTING**

### **Section 1. Statement of Policy**

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

### **Section 2. Prohibitions**

Employees shall be prohibited from:

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

### **Section 3. Drug and Alcohol Testing Permitted**

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

### **Section 4. Order to Submit to Testing**

Within eight (8) hours after the time an Employee is ordered to submit to testing authorized by this Agreement, the Employer shall provide the Employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts

which have formed the basis of the order to test. Refusal to submit to such testing may subject the employee to discipline, but the Employee's taking of the test shall not be construed as a waiver of any objection or right that he may have.

The employee must take the test within sixty (60) minutes for alcohol and four (4) hours for drugs of being ordered to do so or it shall be deemed a refusal.

**Section 5. Test to be Conducted**

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

- (a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- (b) Establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result.
- (c) Collect a sufficient sample of the same body fluid or materials from an Employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the Employee,
- (d) Collect samples in such a manner as to insure high degree of security for the sample and its freedom from adulteration;
- (e) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (f) Provide the Employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the Employee's own choosing, at the Employee's own expense provided the Employee notifies the Employer within seventy-two (72) hours of receiving the results of the tests;
- (g) Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular

drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein, the Employer will not use such information in any manner or form adverse to the Employee's interests;

- (h) Require that with regard to alcohol testing, for the purpose of determining whether the Employee is under the influence of alcohol, test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. If a test is greater than 0.0 but less than .04, the Employee shall be presumed to be not under the influence of alcohol. If the test is .10 or greater, the Employee shall be conclusively presumed to be under the influence of alcohol. If the test is less than .04, the Employer shall not be precluded from demonstrating the Employee was under the influence, however, no presumption will be attached to said results and the Employer shall bear the burden of proof in such cases;
- (i) Provide each Employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- (j) Insure that no Employee is the subject of any adverse employment action except temporary reassignment or relief from duty during the pendency of any testing procedure.

#### **Section 6. Right to Contest**

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

#### **Section 7. Voluntary Requests for Assistance**

The Employer shall take no adverse employment action against an Employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, prior to an order to test, other

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

**Section 8. Discipline**

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

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

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

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

**ARTICLE XVI**  
**DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

**Section 1. Definition of a Grievance**

A grievance is defined as any unresolved difference between the Employer and the Lodge/Council or any Employee regarding the application, meaning or interpretation of this Agreement.

**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 Sheriffs designee on behalf of the Sheriff.

The Employee shall make his complaint to the Sheriffs designee within ten (10) days from the date on which the Employee knew or should have known of the conduct or event giving rise to the grievance occurred. The Sheriffs designee will notify the Employee of the decision within ten (10) calendar days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the Employee shall first complete his assigned work task and complain later.

**Section 3. Representation**

Grievances may be processed by the Lodge/Council on behalf of an Employee or on behalf of a group of Employees. The Employer may file contract grievances directly at Step 3, Section 8 of this Article. Either party may have the grievant, or one (1) grievant representing group grievants, present at any step of the grievance procedure, and the Employee is entitled to Lodge/Council representation at each and every step of the grievance procedure upon his request.

Grievances may be filed on behalf of two (2) 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 (1) subject matter shall be covered in any one (1) 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/Council representative shall leave his work assignment to investigate, file or process grievances without first securing permission of his supervisor. In the event of a grievance, the Employee shall always perform his assigned work task and grieve his complaint later, unless the Employee reasonably believes that the assignment endangers his safety.

### **Section 7. Grievance Meetings**

A maximum of two (2) Employees (the grievant and/or Lodge/Council representative) per work shift will be excused from work with pay to participate in a Step 1, Step 2, or Step 3 grievance meeting. The Employees) shall only be excused for the amount of time reasonably required to present the grievance. The Employees) 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 Sheriffs designee as provided for in Section 2, Dispute Resolution, the Lodge/Council shall prepare a written grievance on a form mutually agreed to between the Employer and the Lodge/Council and presented to the Sheriffs designee, no later than ten (10) calendar days after the after the Employee was notified of the decision by the Sheriffs designee. Within ten (10) calendar days after a grievance has been submitted, the Sheriffs designee shall meet with the grievant and the Lodge/Council representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Sheriffs designee shall respond in writing to the grievant and the Lodge/Council representative within ten (10) calendar days following the meeting.

- Step 2. If the grievance is not settled at Step 1, the grievance may be referred in writing by the Lodge/Council within ten (10) calendar days after the decision of the Sheriffs designee to the Sheriff himself. Within ten (10) calendar days after the grievance has been filed with the Sheriff, the Sheriff shall meet with the Lodge/Council representative and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Sheriff shall respond in writing to the grievance and the Lodge/Council within ten (10) calendar days following that meeting.
- Step 3. Only in the case of grievances involving the shared responsibilities of the Employer or the interpretation of contract language or grievances, the settlement of which would involve monies beyond the budgeted funds of the Sheriff, and if the grievance is not settled at Step 2, the Lodge/Council, within ten (10) calendar days after the Sheriffs written decision at Step 2, may refer the grievance in writing to the Sheriff and the designee(s) of the Chairman of the County Board. Within ten (10) calendar days after such referral, the grievant, the Lodge/Council representative, the Sheriff, and the designee(s) of the Chairman of the County Board shall meet and make a good faith effort to resolve the grievance. The Sheriff and the designee(s) of the Chairman of the County Board shall respond in writing to the grievant and the Lodge/Council within ten (10) calendar days following that meeting. The Sheriff shall have one (1) vote and the designee(s) of the Chairman of the County Board shall collectively have one (1) 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/Council, the County or the Sheriff within ten (10) calendar days after the Step 2 or Step 3 written decision or after the expiration of the ten (10) calendar period that such written decision was due. Within fifteen (15) calendar days after the matter has been submitted to arbitration, a representative of the Sheriff, the County and the Lodge/Council shall meet to select an arbitrator from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within fifteen (15) calendar days after such meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators who are currently

members of the National Academy 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 representative and the Lodge/Council. The party requesting arbitration shall take the first strike. The person whose name remains on the final list shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the co-employers and the Lodge/Council. Such letter shall request the arbitrator to set a time and place for the hearing subject to the availability of the co-employers and Lodge/Council representatives and shall be notified of the issues where mutually agreed to by the parties. All hearings shall be held in the City of Woodstock, Illinois, unless otherwise agreed to.

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

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

Once a determination is made that the matter is 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 the Lodge/Council. Costs of arbitration shall include the arbitrator's fees, room costs and transcription costs. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Lodge/Council and the employee(s) 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/Council representative and the appropriate Employer representative at the step where it is desired to initiate the grievance.

## **Section 10. Pertinent Witnesses and Information**

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

## **ARTICLE XVII** **SENIORITY**

### **Section 1. Definition of Seniority**

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

Classification seniority shall be used for all competitive purposes, and shall be calculated based on years of service within a job classification within a recognized division of the Sheriffs Department, which are: RADIO, RECORDS, CIVIL PROCESS, SPECIAL SERVICES, GARAGE, COURT SECURITY, HOUSEKEEPING AND WARRANTS.

### **Section 2. Probationary Period**

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

### **Section 3. Seniority List**

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

### **Section 4. Termination of Seniority**

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

- (a) quits; or

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

**Section 5. Seniority While on Leave**

Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence. Except as may be provided otherwise by law, no employee will accrue any benefits while on unpaid leave for any reason. Paid leave is any leave in which McHenry County pays contract wages to an Employee who is absent.

**Section 6. Shift Bidding**

- (A) By October 1st of each year the Sheriff, or his designee, shall post shifts for bidding solely by classification seniority. The annual bid shall take place in November for shifts effective January 1st.
- (B) By mutual agreement between Employees with the consent of the Sheriff, or his designee, subject to the operating needs of the Department, individual Employees may bid shift changes in addition to the annual bid.
- (C) The Employer may assign new Employees to a shift upon completion of training regardless of the shift bid process; provided however, no current Employee shall be bumped from their shift.

Notwithstanding paragraphs A, B and C above, if there is a vacancy in a Courtroom Security Officer's position, that position can be bid by seniority.

**Section 7. Seniority Tie Breaking**

In the event two (2) or more employees in the same job classification have the exact same starting date, seniority of the affected employee's shall be determined by a numerical lottery drawing done by the Employer, and witnessed by the Lodge/Council.

**Section 8. Seniority for Benefit Accrual**

Effective January 1, 1997, Employees will accrue all economic benefits based on each Employee's total years of service with the County.

**ARTICLE XVIII**  
**LAYOFFS**

**Section 1. Layoff**

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

**Section 2. Layoff Order**

Temporary employees working in the unit shall be laid off first, then Probationary Employees in the bargaining unit shall be laid off then full-time Employees in the bargaining unit shall be laid off in affected job classifications in inverse order of classification seniority. Individual Employees shall receive notice in writing of the layoff not less than fourteen (14) days prior to the effective date of such layoff.

**Section 3. Recall**

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

In the event of recall, eligible employees shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all Employees eligible for recall to

notify the Sheriff of their current address. Upon receipt of the notice of recall, Employees shall have five (5) working days to notify the Sheriff of their acceptance of the recall. The Employee shall have no more than ten (10) working days thereafter to report to duty, unless a further extension is mutually agreed upon.

**ARTICLE XIX**  
**VACATIONS**

**Section 1. Vacation Leave**

All full-time employees shall earn vacation time. Employees on leave of absence or layoff shall not accrue vacation time. Eligible Employees shall earn vacation time in accordance with the Article IV of the McHenry County Personnel Manual, which shall not be unilaterally changed by the Employer during the terms of this Agreement as it relates to the Employees of this bargaining unit according to the following schedule:

<u>1 year:</u>	<u>5 days</u>
<u>2 to 5 years:</u>	<u>10 days</u>
<u>6 to 10 years:</u>	<u>15 days</u>
<u>11 to 20 years:</u>	<u>20 days</u>
<u>21 years:</u>	<u>21 days</u>
<u>22 years:</u>	<u>22 days</u>
<u>23 years:</u>	<u>23 days</u>

Where employees have not scheduled their vacation prior to March 1, they shall request vacation time of two days or more, by submitting a request with at least two weeks notice to their immediate supervisor. Such requests shall not be unreasonably denied, and shall not cause staffing to go below the Sheriffs minimum.

**Section 2. Vacation Pay**

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

**Section 3. Vacation Requests**

Except for an occasional day which is taken as vacation leave, all employees must submit in writing to the Sheriff, or his designee, a schedule of desired vacation prior to March 1st of each year. Conflicts in scheduling will be resolved in favor of the Employee with the most seniority in classification. At least one (1) day's notice shall be given for a one (1) day's leave. The Sheriff, or his designee shall have the right to

alter any schedule if he deems it to be for the best interest of the Department to do so. No employee shall be entitled to priority in selecting his vacation for more than three weeks in each calendar year.

**Section 4. Pro-Ration upon Termination**

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

**ARTICLE XX**  
**HOLIDAYS/PERSONAL DAYS**

**Section 1. Number of Holidays**

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

**Section 2. Holiday Observance**

All regular, full-time employees are eligible for legal and other official holidays, that are declared annually by the County Board. Notwithstanding anything herein contained to the contrary or not withstanding anything contained to the contrary in the McHenry County Personnel Policy Manual, to be eligible for holiday pay, any employee must actually work the holiday or have it as their regularly scheduled day off. An Employee shall not be able to call in sick on the day they were scheduled to work and receive sick pay and holiday pay.

**Section 3. Holiday Pay**

Employees shall continue to receive holiday compensation in accordance with past practice. In addition, any employee who calls in sick on an observed holiday, as indicated on the annual holiday schedule, shall not be entitled to Holiday pay for that day. However, the Employee shall be compensated for the day through the use of the Employee's sick time, if any.

**Section 4. Personal Days**

Employees with twelve (12) months or more of service shall receive three (3) personal days per year. Employees with less than twelve (12) months of service shall receive two (2) personal days per year. Personal days will not carry over from year to year.

**Section 5. Time Worked**

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

**Section 6. Scheduling Personal Days**

Employees may use their personal days by requesting the time off at least forty-eight (48) hours in advance of the time they have requested off. Such requests shall not be unreasonably denied for employees assigned to Telecommunications. For those employees not assigned to telecommunications, scheduling of personal days shall not cause staffing to go below the Sheriff's minimum.

**ARTICLE XXI**  
**SECONDARY EMPLOYMENT**

**Section 1. Notification of Secondary Employment**

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

**Section 2. Secondary Employment Prohibitions**

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

- (a) Where the Employer's uniform, badge, LEADS line, vehicle or equipment is utilized unless specifically approved by the Sheriff of his designee;
- (b) Where the hours worked cause the employee such fatigue that he/she is unable to properly perform his/her job duties (no employee will be permitted to work more than twenty-eight (28) hours per week);
- (c) Where a conflict of interest with his/her job duties for the Employer is created;
- (d) Where the type of secondary employment is prohibited by law or negatively reflects on the Employer;
- (e) Where the Employee is employed or engaged in criminal matters or in civil matters which directly conflict with the McHenry County Sheriffs Department; and

- (f) Before any secondary employment is approved, a employee must sign an Indemnification Agreement agreeing to indemnify and hold McHenry County and McHenry County Sheriffs Department harmless from any and all acts performed by the Employee while performing his secondary employment duties.

**ARTICLE XXII**  
**SICK LEAVE**

**Section 1. Allowance**

It is the policy of McHenry County to provide protection for its full-time Employees against loss of income because of illness. All eligible Employees are encouraged to save as much sick leave as possible to meet serious illness situations.

Sick leave is not intended for a one (1) day vacation nor to be used to extend vacation periods or holidays. Sick leave may be used for the purpose of illness, injury or disability of the employee or for medical appointments, which cannot be scheduled outside of the employee's normal work hours.

**Section 2. Accrual and Procedures**

Each employee shall accrue sick time as follows:

- (a) On the employee's first anniversary date, each employee shall be credited with five (5) sick days.
- (b) On each of the employee's second, third and fourth anniversary dates, each employee shall be credited with ten (10) sick days.
- (c) If an employee has accumulated forty-five (45) sick days, on his/her fifth anniversary date, the employee shall be credited with fifteen (15) sick days. If the employee has not accumulated forty-five (45) sick days on the fifth anniversary date, then he/ she shall continue to be credited with only ten (10) days annually. If, on the employee's sixth, seventh, eighth or ninth anniversary date the employee has accumulated forty-five (45) sick days, then he/she shall be credited with fifteen (15) days on that anniversary date and for each subsequent years regardless of whether the accumulation in subsequent years goes below forty-five (45) sick days.
- (d) If the employee has accumulated one hundred twenty (120) sick days and has reached his tenth anniversary date or larger, then

the employee would accumulate twenty-five (25) sick days on that anniversary date and each subsequent anniversary date thereafter.

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

### **Section 3. Unused Leave or Retirement**

If an Employee terminates employment at a time when the Employee is eligible to receive pension benefits from the Illinois Municipal Retirement Fund, then the Employee may use up to two hundred forty (240) sick days, or the maximum allowed under IMRF regulation, whichever is greater, accumulated for the purpose of service credit upon retirement. Thereafter, if an Employee still has accumulated sick days, he may then exchange for cash on the basis of two (2) sick days for one (1) day of pay.

### **Section 4. Sick Leave Abuse**

For the purposes of the provisions contained in this Article "abuse" of sick leave is the utilization of such for reasons other than those stated in Section 1 and 2 of this Article. If the Employer has reasonable suspicion to believe that an Employee is abusing sick leave or that Employee has used the sick days in a fashion that the Employer would call a pattern (i.e. calling in sick the day before or after an employee's regularly scheduled days off), then the Employer may require a doctor's affidavit at the Employee's cost, for each day on which the Employee calls in sick, for a period not to exceed six (6) months for each incident. The Lodge/Council and the Employer mutually discourage the abuse of sick leave.

**ARTICLE XXIII**  
**HOURS OF WORK**

**Section 1. Regular Hours**

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

**Section 2. Work Period**

The work period is defined as a regularly recurring period of fourteen (14) days.

**Section 3. Work Day and Shift**

Employees in Unit III (other than Telecommunicators) are presently scheduled to work 7.5 hour shifts and 140 hours in each 28 day cycle. Telecommunicators covered by this Agreement shall work the schedule commonly referred to as 5-2/5-3 work schedule. The work schedule shall consist of an eight-and-one-half hour work day with scheduled work days as follows: work five (5) days, off work two (2) days, work five (5) days, off work three (3) days, with the above listed cycle then repeating itself every two (2) weeks.

**Section 4. Work Schedule**

Work schedules showing the employee's normal shifts, work days, and hours shall be posted in places readily accessible to the Employees at all times fourteen (14) days prior to beginning of schedule. The Sheriff will post the minimum manning he has determined to be in effect for each shift from time to time.

**Section 5. Meal Periods**

- (a) In accordance with current practices, all employees shall be granted, during each shift, a lunch period of thirty (30) or sixty (60) minutes depending on the operational needed of the department. For those who work 7.5 hour shifts, it shall be an unpaid lunch, unless otherwise provided for herein. For those working an 8 or 8.5 hour shift, it shall be a paid lunch. 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 sixty (60) minutes or thirty (30) minutes, as the case may be, at the appropriate rate.

**Section 6. Breaks**

Subject to the operating needs of the Department, all Employees shall be granted a fifteen (15) minute break to be taken near the middle of each half of each shift which shall be taken at their work station at the discretion of the shift supervisor following departmental guidelines. Radio Dispatchers and the Radio Dispatch Coordinator may be required to remain immediately accessible for priority calls and other extraordinary circumstances.

**Section 7. Overtime**

- A. Unit III Employees shall be paid either in cash or compensatory time at the rate of time and one half (1.5) for all authorized time worked beyond the Employees regular work day.
- B. Vacation hours, holidays, personal days and compensatory time taken shall be counted as time worked for the 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 one hundred sixty (160) hours. The scheduling and use of compensatory time shall be with the agreement of the shift supervisor in accordance with past practice. The use of compensatory time shall not cause a hireback.

**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 three (3) hours or the actual time worked, whichever is greater, at the appropriate rate. Court time shall be counted as time worked for purposes of calculating overtime. If a court time immediately precedes or follows an Employee's shift, then the Employee shall be compensated for only the actual time spend prior to, or after their regular shift. Court Security officers are excluded from this benefit.

**Section 10. Call Back**

A call-back is defined as an official assignment of work which does not continuously precede or follow an Employee'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/Council and may be facilitated by a Lodge/Council member while on duty. Such off-duty volunteer details shall not be included in hours worked for the purposes of calculating overtime provided that compensation for such detail work is received from sources other than the Employer.

**ARTICLE XXIV**  
**WORKING OUT OF CLASSIFICATION**

**Section 1. Senior Position Recognition**

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

**Section 2. Senior Position/Vacation, Sick Leave**

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

**Section 3. Senior Position Six Months or More**

When an Employee is required to assume the duties and responsibilities of a rank higher than that which he normally holds for an 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 adjustment to be made at the end of the calendar year.

**ARTICLE XXV**  
**WAGES/COMPENSATION/ALLOWANCES**

**Section 1. Wage Schedules**

Employees in the bargaining unit shall be compensated according to the separate schedules attached hereto and incorporated herein.

**Section 2. Clothing Allowances**

- (a) Telecommunicators and Process Servers in Unit III shall receive a \$250 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:

The cleaning allowance will go to \$400 for all employees whose uniforms are not cleaned by the County.

- (b) Other personnel required to wear uniforms shall receive the following benefits relating to the purchases and cleaning of such uniforms during each year of this Agreement:

Purchase

Clerical	Replace as needed	..
Court Security	Replace as needed	
Security	Replace as needed	
Garage	Replace as needed, including prescription safety glasses	

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

Pants Shirts  
Belts Long Sleeve Shirts  
Short Sleeve shirts  
Parka (Patrol only)  
Winter Coat Spring/Fall Coat  
Rain coat/hat cover  
Blazers (Court Security's only)  
Winter hat  
Summer Hats and Acorns  
Caps (Boat Patrol only)  
Name Tags  
Ties  
Tie Clip/Bar  
Sam Browne Belt  
Body Armor  
Holster Basket Weave  
Cuff Case Cuffs  
Ammo Case Belt Keepers  
Cartridge Holders Sweater (Wooly-Pully)  
Shoes

Note: The Employer can select the shoes that can be purchased with the clothing allowance.

The Employer will replace glasses for the auto mechanics that are damaged in the line of duty with prescription safety glasses when needed.

### **Section 3. Reimbursement of Training and Various Expenses**

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

- (a) If the employee resigns prior to completing four (4) months of employment after such expenditure, 100% of the total expense shall be reimbursed;
- (b) If the employee resigns after four (4) months and before eight (8) months, 75% of the total expense shall be reimbursed;
- (c) If the employee resigns after eight (8) months, but less than one (1) year, 50% of the total expense shall be reimbursed.

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

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

### **Section 4. Court Security**

A full-time Court Security officer shall be scheduled to work a 37.5 hour week Monday through Friday and shall be paid pursuant to the attached schedule. Court Security Officers shall also receive benefits set forth in this Agreement provided to other Unit III Employees. If a Court

Security Officer 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.

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

**Section 5. Light Duty**

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

**ARTICLE XXVI**  
**BENEFITS AND PENSIONS**

**Section 1. Health Benefits**

Effective March 1, 2000 the Employer will provide employees with coverage under the State of Illinois Local Government Health Plan as amended from time to time by the State. Any employee wishing to waive the health benefits may do so by signing and filing the appropriate form in the Human Resources office.

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

PPO	County %	Employee %',
Single	90%	10%
Employee + 1	80%	20%
Employee + 2	80%	20%
HMO - Managed Care	County %	Employee
Single	91 %	9%
Employee + 1	88%	12%
Employee + 2	87%	13%

The cost sharing will result in monthly active employee contributions for the period of March 1, 2000 to June 30, 2000 in the following amounts:

PPO

Single	Employee + one	Employee + 2 or more
\$32.40	\$124.40	\$160.80.

HMO - Managed Care

Single	Employee + one	Employee + 2 or more
	\$23.86	\$62.51      \$87.41

The dollar amount of employee contributions will be adjusted each July 1 based upon the cost to the county and the cost sharing percentages set forth above, except that for the period of July 1, 2000 to June 30, 2001, the employee contributions shall no increase by more than 10%.

For the life of the applicable bargaining agreement, or until such time as the County offers participants a mail order pharmacy (through the LGR or otherwise), the County will cap the out of pocket cost for prescription drug co-pays at \$500.00 per plan year. Employees who incur co-pays in excess of the \$500.00 amount may submit documentation acceptable to the County for reimbursement of said amount one time per year during a period beginning on July 15 and ending on July 31 of each year.

Employee contributions for periods prior to March 1, 2000, will be as previously charged by the Employer. There are no retroactive contribution adjustments.

**Section 2. Retiree Medical Benefits**

For the life of the applicable bargaining agreement, the Employer will provide coverage to SLEP retirees who retire at age 50 or older after twenty (20) years of service or IMRF retirees who retire at age 55 or older after eight (8) years of service, at the rates on the following schedules for their particular class of coverage, except that any participant who became Medicare entitled prior to February 1, 2000 shall continue to pay the rates for SLEP early retirees (non-Medicare eligible). The rates for all retirees shall be adjusted up or down by the same percentage as the Employer's premium for their class of coverage on July 1 of each year, except that the rate shall not increase by more than 10% for the period of July 1, 2000 through June 30, 2001.

IMRF Early Retirees

	PPO	HMO - Managed Care
Single	\$233.69	\$175.69
Employee + 1	\$356.70	\$245.70
Employee + 2	\$470.47	\$326.47

SLEP Early Retirees

	PPO	HMO - Managed Care
Single	\$229.41	\$171.41
Employee + 1	\$334.11	\$223.11
Employee + 2	\$462.17	\$318.17

Leave of Absence & Workers Compensation Leave After first 12 Months

	PPO	HMO - Managed Care
Single	\$324.00	\$266.00
Employee + 1	\$622.00	\$511.00
Employee + 2	\$804.00	\$660.00

IMRF & SLEP Retirees (Member and Dependents All on Medicare)

	PPO	HMO - Managed Care
Single	\$240.00	\$197.00
Employee + 1	\$460.00	\$378.00
Employee + 2	\$680.00	\$559.00

IMRF & SLEP Retirees (Member on Medicare Dependents not Medicare Eligible)

	PPO	HMO - Managed Care
Single	\$240.00	\$197.00
Employee + 1	\$538.00	\$442.00
Employee + 2	\$719.00	\$591.00

IMFR Early Retiree (Dependents

Medicare

	PPO	HMO - Managed Care	
Single	\$233.69	\$175.69	
Employee + 1		\$544.00	\$447.00
Employee + 2 ~ -		\$765.00	\$628.00

SLEP Early Retiree Dependents all on Medicare

	PPO	HMO - Managed Care	
Single	\$229.41	\$171.41	
Employee + 1		\$544.00	\$447.00
Employee + 2		\$765.00	\$628.00

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

**Section 3. Death Benefits**

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

**Section 4. Pensions**

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

**Section 5. Deductions**

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

**Section 6. IRC Section 125 Plan**

The County will maintain an IRC Section 125 Plan whereby employees will be able to pay for their share of health care premiums with pre-tax earnings. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

**ARTICLE XXVII**  
**LABOR MANAGEMENT/SAFETY COMMITTEE**

**Section 1. Labor Management Conference**

The Lodge/Council and the Employer mutually agree that in the interest of efficient management and harmonious Employee relations, it is desirable that meetings be held between Lodge/Council

representatives and responsible administrative representatives of the Employer, Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a labor-management conference and expressly providing the agenda for such meeting. Such meetings shall be limited to:

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

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

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

### **Section 2. Integrity of Grievance Procedure**

Grievances being processed under the grievance procedure or review under the Merit Commission shall not be discussed in detail at labor-management conference, and any such discussions of pending grievances or reviews shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances or reviews and such discussions shall only be held by mutual agreement of the Employer and the Lodge/Council, nor shall negotiations for the purposes 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/Council and the Employer as being defective because of the 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 Employee will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

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

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

#### **Section 4. Reports**

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

#### **Section 5. Lodge/Council Representative Attendance**

When absence from work is required to attend labor-management conferences, Employees shall, before leaving their work station give reasonable notice to and receive approval from their supervisor in order to remain in pay status. Notice shall be fourteen (14) days prior to the scheduled meeting unless the meeting date is less than fourteen days from the date it is scheduled, in which case the Employee shall give forty-eight (48) hours notice to the Employer. Employees attending such conferences shall be limited to three (3) and those attending such conferences outside scheduled work time shall not be compensated by the Employer. No more than one (1) Employee from any given classification shall be released from duty to attend their labor/management conference.

### **ARTICLE XXVIII** **GENERAL PROVISIONS**

#### **Section 1. Use of Masculine Pronoun**

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

**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. FOP Access to Employer Premises**

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

**Section 4. Weapon Maintenance**

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

**Section 5. FOP Examination of Pay Records**

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

**Section 6. Damages Personal Property**

The Employer agrees to repair or replace as necessary an Employee'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 Employee has been exposed to said disease in the line of duty.

**Section 8. Bulletin Board**

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

**Section 9. Location of Meetings**

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

**Section 10. Training Travel Time**

Employees shall be paid for travel time to and from training in accordance with the Fair Labor Standards Act.

**Section 11. Magnetometer Safety**

Employees assigned to operate or oversee any magnetometer, either handheld or stationary, shall be supplied with and required to wear color coated radiation badges which immediately alert the wearer to radiation danger/exposure.

**Section 12. Residency**

There shall be no residency requirement for all Unit III employees. For employees who choose to move out of McHenry County, their take-home vehicles must remain parked at the McHenry County Government Center during off-duty hours.

**ARTICLE XXIX**  
**SAVINGS CLAUSE**

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

**ARTICLE XXX**  
**LEAVE OF ABSENCE**

**Section 1. Discretionary Leave**

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

**Section 2. Absence due to death in Immediate Family**

- (a) In the event of the death of an immediate family member, an employee shall be permitted to be absent from his job for an appropriate number of days up to three (3) days per occurrence with the Sheriff's approval, "and for each such day's absence, the employee shall receive compensation at 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 a funeral of anyone who is not a member of an employee's immediate family may be arranged with the Sheriff,

without pay, but previously earned and unused vacation days may be utilized in such case with the consent of the Sheriff.

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

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

**Section 3. Jury Duty**

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

**Section 4. Military Leave**

Mandated military leave and benefits shall be granted in accordance with the applicable state and federal laws.

**Section 5. Maternity Leave**

Pregnancy shall be treated the same as any other illness.

**Section 6. Leave to Conduct Lodge/Council Activities**

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

The employee would retain the right to participate in the Employee's Group Insurance Programs) 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 our 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 term of this Agreement.

**Section 8. Family and Medical Leave**

The parties shall comply with the provisions of the Family and Medical Leave Act of 1993 and the regulations issued in conjunction thereto.

**ARTICLE XXXI**  
**COMPLETE AGREEMENT**

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

**ARTICLE XXXII**  
**DURATION AND SIGNATURE**

**Section 1. Term of Agreement**

This Agreement shall be effective from December 1, 2002, and shall remain in full force and effect until November 30, 2005. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than one-hundred and eighty (180) days nor less than one-hundred twenty (120) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

**Section 2. Continuing Effect**

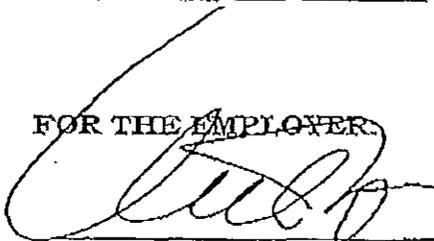
Notwithstanding any provision of the Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

Section 3. Procedure on Notice of Termination

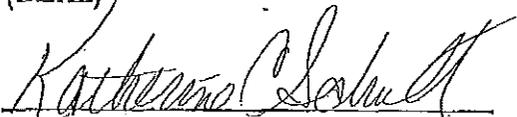
The parties agree that if either side decides to reopen negotiations upon termination, making any changes in the Agreement, the other party may so notify the other at least one hundred twenty (120) days and no more than one hundred eighty (180) days prior to the expiration of the Agreement or the extension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

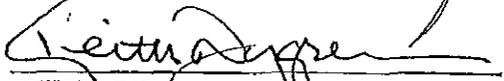
IN WITNESS THEREOF, the parties hereto affixed their signatures this, the 23rd of September, 2004.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
COUNTY BOARD CHAIRMAN

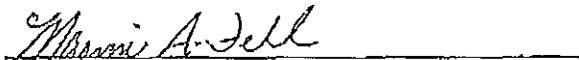
(SEAL)

  
\_\_\_\_\_  
COUNTY CLERK

  
\_\_\_\_\_  
SHERIFF

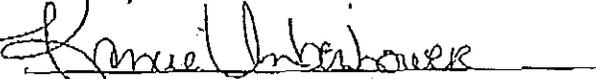
FOR THE LODGE/COUNCIL:

  
\_\_\_\_\_  
ILLINOIS FOP LABOR COUNCIL

  
\_\_\_\_\_  
LODGE/COUNCIL REPRESENTATIVE

  
\_\_\_\_\_  
LODGE/COUNCIL REPRESENTATIVE

  
\_\_\_\_\_  
LODGE/COUNCIL REPRESENTATIVE

  
\_\_\_\_\_  
LODGE/COUNCIL REPRESENTATIVE

ORIGINAL



## Human Resources Department

2200 N. Seminary Avenue  
Woodstock, Illinois 60098

Fax: 815/334-4648

Phone: 815/334-4220

TO: Unit III – McHenry County Sheriff  
Illinois Fraternal Order of Police Labor Council

FROM: John Light, Human Resources Director

DATE: September 20, 2004

**SUBJECT: Letter of Understanding**

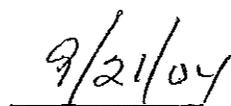
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In the preparation of the current labor agreement (12/1/02 – 11/30/05) I have found that the language in Article I, RECOGNITION, Section 1, Unit Description does not match the language of the unit certification issued by the Illinois Labor Relations Board on December 13, 2000. Specifically, the words "Supervisor of Garage" and "Supervisor of Radio Room" have been left out.

Please allow this letter to reflect our understanding that these positions are excluded from the bargaining unit.

If this is acceptable please sign on the space provided and return to my office.

  
Unit III Representative

  
Date

RECEIVED  
SEP 21 2004  
HR DEPT.

CC: Keith Nygren, Sheriff  
Eugene Lowrey, Undersheriff  
Thomas Sonneborn, Illinois Fraternal Order of Police  
John Kelly, Special State's Attorney  
Bruce Beale, Special State's Attorney  
File

ORIGINAL

## WAGE SCALE

	12/1/01 - 11/30/02		12/1/02 - 11/30/03		12/1/03 - 11/30/04	
Start	\$ 15.04	\$ 31,283	\$ 15.79	\$ 32,847	\$ 16.42	\$ 34,161
1	\$ 15.49	\$ 32,219	\$ 16.26	\$ 33,830	\$ 16.92	\$ 35,183
2	\$ 15.95	\$ 33,176	\$ 16.75	\$ 34,835	\$ 17.42	\$ 36,228
3	\$ 16.43	\$ 34,174	\$ 17.25	\$ 35,883	\$ 17.94	\$ 37,318
4	\$ 16.93	\$ 35,214	\$ 17.78	\$ 36,975	\$ 18.49	\$ 38,454
5	\$ 17.43	\$ 36,254	\$ 18.30	\$ 38,067	\$ 19.03	\$ 39,590
6	\$ 17.96	\$ 37,357	\$ 18.86	\$ 39,225	\$ 19.61	\$ 40,794
7	\$ 18.49	\$ 38,459	\$ 19.41	\$ 40,382	\$ 20.19	\$ 41,997
8	\$ 19.05	\$ 39,624	\$ 20.00	\$ 41,605	\$ 20.80	\$ 43,269
9	\$ 19.61	\$ 40,789	\$ 20.59	\$ 42,828	\$ 21.41	\$ 44,541
10	\$ 21.19	\$ 44,075	\$ 22.25	\$ 46,279	\$ 23.14	\$ 48,130
11	\$ 23.02	\$ 47,882	\$ 24.17	\$ 50,276	\$ 25.14	\$ 52,287
12	\$ 25.10	\$ 52,208	\$ 26.36	\$ 54,818	\$ 27.41	\$ 57,011