# AGREEMENT

***BY AND BETWEEN***

## *COUNTY OF McHENRY*
## *McHENRY COUNTY SHERIFF*

## *AND*

## *ILLINOIS FRATERNAL ORDER OF POLICE*
## *LABOR COUNCIL*
## *McHENRY COUNTY*
## *PEACE OFFICERS UNIT #1*

*December 1, 2018 - November 30, 2021*

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## *PREAMBLE*

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

*The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Labor 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 Labor 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 Labor 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 I-Peace Officer Unit*

*Included: All full-time sworn peace officers (e.g. Patrol officers, Detectives) employed by the County of McHenry and the McHenry County Sheriff.*

*Excluded: Sheriff, Undersheriff, Chief of Detectives, Chief Deputy, Major, Captain, Lieutenant, Sergeant, supervisors, managerial employees, confidential employees, all employees included in Unit II, all employees included in Unit III, all employees who are not peace officers as defined by the Act and all employees excluded by the Act.*

*Section 2. Supervisors*

*Supervisors may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and*

*where such work is necessary to train a bargaining unit employee. Such work by supervisors shall not cause any layoffs of the bargaining unit employees.*

*Section 3. Sheriff's Auxiliary*

*The Employer may continue to utilize the services of the McHenry County Sheriff's Deputy and Police Auxiliary, the posse and snowmobile volunteer units, to perform bargaining unit work in accordance with past practice and applicable Illinois law. Such utilization shall not cause any layoffs of the bargaining unit employees. If the Sheriff utilizes the auxiliary Deputies in the Patrol Division, as "ride along participants", the assignment of the Auxiliary Deputy shall be first offered to the patrolmen on a volunteer basis. If there are no volunteers, then the Auxiliary Deputies will be assigned to a patrolman, with the assignment being rotated amongst all patrolmen.*

*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 and applicable law. Such utilization shall not cause any layoffs of the bargaining unit employees.*

*Section 5. Job Class Duty Changes*

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

## *ARTICLE II*

## *NEW CLASSIFICATION 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 Labor 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 Labor 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 posting procedures or to Section 2 procedures of this Article, whichever are applicable.*

*Section 2. Vacancies*

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

## ***ARTICLE III***

## ***NON-DISCRIMINATION***

*Section I. Equal Employment Opportunity*

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

*Section 2. Prohibition Against Discrimination*

*Both the Employer and the Labor Council agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, age, national*

*origin, or disability. Any alleged violation of this Section 2 may be grieved through Step 3 of the Grievance Procedure, but no further.*

*Section 3. Labor Council Membership or Activity*

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

## *ARTICLE IV*

## *MANAGEMENT RIGHTS*

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

*(a) To direct all operations of the Sheriff's Department;*

*(b) To determine the overall budget;*

*(c) To establish work rules and schedules of work;*

*(d) To create an organizational structure; to hire or promote from the Merit Commission eligibility list, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the Sheriff's Department;*

*(e) To suspend, discharge and take other disciplinary action for just cause against employees under the established work rules and regulations of the Sheriff's Department and Merit Commission and the provisions of this Agreement;*

*(f) To lay off employees;*

*(g) To determine quality and maintain efficiency of the operations of the Sheriff's Department;*

*(h) To introduce new or improved methods or facilities;*

*(i) To change existing methods or facilities;*

*(j) To determine the kinds, quality and amounts of services to be performed as pertains to Sheriff's Department and County operations; and the number and kind of classifications to perform such services;*

*(k) To contract out for goods and 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 the Sheriff's Department operations are to be conducted;*

*(o) To take whatever action is necessary to carry out the functions of the Sheriff's Department in situations of emergency.*

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

## *ARTICLE V*

## *SUBCONTRACTING*

*Section 1. General Policy*

*It is the general policy of the Employer to continue to utilize the employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interest of economy, improved work product, or emergency, provided such subcontracting will not cause the layoff or reduction of force of any bargaining unit employee.*

## *ARTICLE VI*

## *DUES DEDUCTION*

*Section 1. Dues Deduction*

*Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Labor 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 Labor Council in accordance with the laws of the State of Illinois. The Labor 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 Labor 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 Labor 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 Labor Council. Authorization for such deduction shall only be revocable by providing thirty (30) days' written notice to the Employer and the Labor Council.*

*Section 3. Indemnification*

*The Labor 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 purposes of complying with the provisions of this Article.*

## *ARTICLE VII*

## *BILL OF RIGHTS*

*If an inquiry, investigation or interrogation of a peace officer results in the recommendation of some action, such as transfer, suspension, dismissal, loss of pay, reassignment, or similar action which would be considered a punitive measure, then before taking such action, the Employer shall follow the procedures set forth in 50 ILCS 725/1 of the Illinois Compiled Statues, as amended. For reference purposes, a copy of the current bill of rights is attached hereto as Appendix C. The peace officer may be relieved of duty pending formal hearing and shall receive all ordinary pay and benefits as he would have if he were not charged. The peace officer shall have the right to be represented at such inquires, investigations, or interrogations by a Labor Council representative.*

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

## *ARTICLE VIII*

## *MAINTENANCE OF STANDARDS*

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

## *ARTICLE IX*

## *F.O.P. REPRESENTATIVES*

*Section I. Grievance Processing*

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

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

*Any employee(s) chosen as delegate(s) to an F.O.P. State or National conference may, upon written application approved by the Unit I 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 two (2) employees in Unit I 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. Labor Council Negotiating Team*

*The Employer shall release from duty two (2) employees designated as being on the Labor Council negotiating team from the Patrol Division and (1) employee designated as being on the Labor Council negotiating team from the Investigations Division who are scheduled to work during the negotiations to represent the Labor*

*Council, without loss of benefits or wages, subject to the operating requirements of the Department. If a designated Labor Council negotiating team member is in regular day off status on the day of negotiations, the team member will not be compensated for attending the session.*

## *ARTICLE X*

## *NO STRIKE*

*Section 1. No Strike Commitment*

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

*Section 2. Performance of Duty*

*It is recognized that employees covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes, which may arise within the County. The Labor Council agrees that no disciplinary action or other action will be taken by the Labor Council against any employee(s) 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 I above, the Labor Council immediately shall disavow such action and request the officers or bargaining unit members to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Labor 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. Labor Council Liability*

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

*Section 5. Discipline of Strikers*

*Any officer or bargaining unit member who violates the provisions of Section I of this Article shall be subject to immediate discipline, which may include discharge. Any*

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

*Section 6. No Lock-Out*

*During the term of this Agreement, the Employer will not institute a lockout over a dispute with the Labor Council.*

## *ARTICLE XI*

## *IMPASSE RESOLUTION*

*The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (5 ILCS 3 15/14), 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, 65 ILCS 5/1-4-5.*

*Section 2. Legal Representation*

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

*Section 3. Cooperation*

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

*Section 4. Applicability*

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

## *ARTICLE XIII*

## *PERSONNEL FILES*

*Section 1. Personnel Files*

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

*Section 2. Inspection*

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

*(a) Such inspection shall occur within a reasonable time following receipt of the request and on off-duty hours of the employee;*

*(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 Labor 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 placed in their personnel file. The*

*employee shall have the right to attach a rebuttal to the disciplinary documentation, which shall also be 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 up to thirty (30) days*
- *Discharge*

*Disciplinary action may be imposed upon an employee only for just cause. The Sheriff or his designee shall have the sole authority to impose discipline. Provided there is just cause, psychological or physical exams in addition to the provision of Section 8, Article XV, may be added as a condition of employment imposed by the Employer in conjunction with the discipline, (the initial exam to be paid for by the Employer). Employees shall execute a release for the examining physician selected by the Sheriff for purposes of determining fitness for duty, for all the results of any examination conducted by the Sheriff's physician to be confidentially released to the Sheriff to determine fitness for duty. Any disciplinary action or measure imposed upon a non-probationary employee may be processed as a grievance through the regular grievance procedure. An employee, disciplined by the Sheriff, shall have the right to appeal the discipline either through the grievance/arbitration provisions of this Agreement or through an appeal to the Merit Commission and must elect within ten (10) days of notification of the discipline the manner in which the appeal will be pursued. Filing of a timely grievance shall constitute election of the grievance/arbitration procedure. Filing of an appeal to the Merit Commission shall constitute election of that option. The employee shall be allowed only one election and the first election made shall be final and shall constitute a waiver of the other option. Probationary employees are "at-will" employees subject to discipline or discharge without recourse to the Merit Commission or the grievance procedure.*

*If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. This shall not prohibit the Employer from informing the complainant of the discipline of any employee once it has finally been determined.*

*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 Labor 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 Labor 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 Labor Council representation and shall be entitled to such, if so requested by the employee, the employee and Labor Council representative shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Labor Council representative shall be available within twenty-four (24) hours of notification. If the employee does not request Labor Council representation, a Labor 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 Labor Council representation at such interview. If the employee desires such Labor Council representation, no interview shall take place without the presence of a Labor Council representative. The role of the Labor 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 Labor Council representative.*

*Section 5. Merit Commission*

*The Employer and the Labor Council agree that the existing Merit Commission procedures as amended by law from time to time, relating to the review of suspensions and discharges shall remain in place. For all oral and written reprimands and non-*

*disciplinary grievances the provision of the Agreement relating to the Dispute Resolution and Grievance Procedure shall be in effect. Nothing herein shall infringe on the function of the Sheriff's Merit commission in testing applicants for new positions or promotions and creating eligibility list for any such positions from which the Sheriff shall fill any such positions.*

*Section 6. Internal Investigations*

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

## ***ARTICLE XV***

## ***DRUG TESTING***

*Section 1. Statement of Policy*

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

*Section 2. Prohibitions*

*Officers shall be prohibited from:*

*(a) Consuming or possessing alcohol (unless in accordance with duty requirements) during the work day or anywhere on any County premises or job sites, including all Employer buildings, properties, vehicles and while engaged in Employer's business;*

*(b) Illegally selling, purchasing or delivering, consuming or possessing any illegal drug;*

*(c) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs, which they are taking.*

*Section 3. Drug and Alcohol Testing Permitted*

*Where the Employer has reasonable suspicion to believe that an officer is then under the influence of alcohol or illegal drugs during the course of the workday, the*

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

*Section 4. Order to Submit to Testing*

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

*Section 5. Test to be Conducted*

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

*(a) Use only a clinical laboratory or hospital facility that is mutually agreed upon by the Employer and the Union;*

*(b) Establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result;*

*(c) Collect a sufficient sample of the same body fluid or materials from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the officer;*

*(d) Collect samples in such a manner as to insure high degree of security for the sample and its freedom from adulteration. Collection shall only be done by properly licensed organizations or individuals who are not employees of the County of McHenry, and shall be conducted off-site. Breathalyzer testing shall be conducted so as not to embarrass the employee;*

*(e) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and*

*accepted method that provides quantitative data about the detected drug or drug metabolites. Provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's own expense provided the officer notifies the Employer within seventy-two (72) hours of receiving the results of the tests;*

*(f) Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein, the Employer will not use such information in any manner or form adverse to the officer's interests;*

*(g) Require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results that show an alcohol concentration of .041 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive and conclusive evidence that the employee is under the influence. If a test is greater than 0.0 but less than .04, the officer shall be presumed to be not under the influence of alcohol. Alcohol testing shall only be conducted through the use of a breathalyzer.*

*(h) Provide each officer tested with a copy of all information and reports received by the Employer in connection with the testing and the results;*

*(i) Insure that no officer is the subject of any adverse employment action except temporary reassignment or relief from duty during the pendency of any testing procedure.*

*(j) Notify the employee of positive test results only after such results have been reviewed and certified as positive by a qualified medical review officer who has offered to discuss the results with the employee.*

*Section 6. Right to Contest*

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

*Section 7. Voluntary Requests for Assistance*

*The Employer shall take no adverse employment action against an officer who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, (provided that the officer is not under investigation for a drug related issue at the time of the request for treatment. A signed affidavit, or affidavits, shall be provided to verify a timeline, as well as the reasonable suspicion that commenced said investigation), other than the Employer may require reassignment or temporary suspension of the officer if he is then unfit for duty in his current assignment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the officer's interest, except reassignment as described above.*

*Section 8. Discipline*

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

*(a) The officer agreeing to appropriate treatment as determined by the physician(s) involved;*

*(b) The officer discontinues his use of illegal drugs or abuse of alcohol;*

*(c) The officer completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;*

*(d) The officer agrees to submit to random testing during hours of work during the period of "after-care".*

*(e) The officer is not under investigation for a drug related issue at the time of the request for treatment. A signed affidavit, or affidavits, shall be provided to verify a timeline, as well as the reasonable suspicion that commenced said investigation.*

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

*The foregoing shall not be construed as an obligation on the part of the Employer to retain an officer on active status throughout the period of rehabilitation if it is*

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

## *ARTICLE XVI*

## *GRIEVANCE PROCEDURE AND DISPUTE RESOLUTION*

*Section 1. Definition of a Grievance*

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

*Section 2. Dispute Resolution*

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

*The employee shall make his complaint to the Sheriff's designee 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. The Sheriff's designee will notify the employee of the decision within ten (10) working days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task and complain later.*

*Section 3. Representation*

*Grievances may be processed by the Labor 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 Labor 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 Labor 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 Labor Council representative) per work shift shall be excused from work with pay to participate in a Step I, Step 2, or Step 3 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance, without loss of benefits or wages. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift.*

*Section 8. Steps in Procedure*

*Grievance arising under this Agreement shall be resolved as follows:*

*Step I. If no agreement is reached between the employee and the Sheriff's designee as provided for in Section 2, Dispute Resolution, the Labor Council shall prepare a written grievance on a form mutually agreed to between the Employer and the Labor Council and presented to the Sheriff's designee, which shall be filed no later than ten (10) working days after the employee was notified of the decision by the Sheriff s designee.*

*In the event the parties mutually agree to bypass Section 2, Dispute Resolution then the grievance shall be filed no later than 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. Within ten (10) working days after the grievance has been submitted, the Sheriff's designee shall meet with the grievant and the Labor Council representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Sheriff's designee shall respond in writing to the grievant and the Labor Council representative within ten (10) working days following the meeting.*

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

*Step 3. Only in the case of grievances involving the shared responsibilities of the Employer or the interpretation of contract language or grievances, the settlement of which would involve moneys beyond the budgeted funds of the Sheriff, and if the grievance is not settled at Step 2, the Labor Council, within ten (10) working days after the Sheriff's written decision at Step 2, may refer the grievance in writing to the Sheriff and the designee(s) of the Chairman of the County Board. Within ten (10) working days after such referral, the grievant, the Labor 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 Labor Council within ten* (10) *working 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 Labor Council, the County or the Sheriff within ten (10) working days after the Step 2 or Step 3 written decision or after the expiration of the ten* (10) *day period that such written decision was due. Within ten (10) working days after the matter has been submitted to arbitration, a representative of the Sheriff, the County and the Labor 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 ten (10) working 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 Labor 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 Labor 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 Labor 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 Labor 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 Labor 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 Labor 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, except as otherwise agreed.*

*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 Labor 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 Labor Council or Employer may request the production of specific documents, books, papers, or witnesses reasonably available from the Labor 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 shall refer to and be defined as the employee's continuous length of service or employment in the County, the Sheriff's Department, the bargaining unit, or the classification, respectively. If the type of seniority is not specified, the reference shall be construed to be unit seniority, which shall be figured from the date of last hire within that unit.*

*Section 2. Probationary Period*

*An employee is a "probationary employee" for the first twenty four (24) 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.*

*Except that all probationary employees as of the ratification date of this agreement shall be "probationary employees" for the first twelve (12) months of employment.*

*Section 3. Seniority List*

*The Employer shall post a seniority list, showing the unit seniority, on September 15th 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 for a period of twenty-four (24) months; or*

*(d) accepts gainful employment while on an approved leave of absence from the Sheriff's Department; or*

*(e) is absent for three (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; or*

*(g) injury off-the-job for a period of twelve (12) months or any extension under Article XXX and after utilization of accumulated paid time off.*

*Section 5. Seniority While on Leave*

*Employees will not continue to accrue any type of seniority credit or benefits for all time spent on authorized unpaid leave of absence, except as may be provided otherwise by law.*

*Section 6. Shift Bidding*

*(a) Once per year the Sheriff, or his designee, shall post shifts for bidding solely by seniority, in all Divisions (e.g. Patrol, Detectives). The annual bid shall be posted in October and be conducted for shifts effective the first full pay period of the calendar year. Employees having less than two (2) years of continuous service as of December 1st of each year shall be ineligible to bid, and shall be assigned to a separate day off group. They shall rotate shifts no less often than on a ninety (90) day basis, unless they have been employed for less than twenty-one (21) months in which case they may rotate no less often than sixty (60) days. This rotation may be individually waived at the discretion of the Sheriff. If the staffing level of the Patrol Division increases to a level that day off groups will be duplicated, the Sheriff, or his designee, shall determine the manner in which the day off groups shall be repeated.*

*(b) By mutual agreement between employees and with the consent of the Sheriff, or his designee, subject to the operating needs of the Department, individual employees may switch shifts with other employees working the same day off group.*

*(c) Shift bidding shall be done by unit seniority, within each Division, with the employee choosing the shift and day-off group, which he would work. The Employer may only alter these selections in the Patrol Division in order to insure that there are two (2) TAC team deputies on each shift. In this case, the Employer will use inverse seniority when altering the shift selection. (See attached as Exhibit 4, an example of the shift bidding process.)*

*(d) If after bidding for shifts a vacancy occurs (60 days or longer), and the Sheriff, or his designee, desires to fill the vacancy, then such shift change shall be bid for solely by seniority. The bid shall be posted for fourteen (14) days. Any*

*shift employee may bid for this vacancy. If no one bids for the vacancy then the sheriff may fill it at his discretion. If someone from the same shift bids for the vacancy, then the vacancy for that position shall be posted for five (5) days and no one from the original shift shall be permitted to bid for the same. In the event the employee whose shift was re-bid returns to duty prior to the next annual bid, he will be returned to his shift and the employee who filled the vacancy will be returned to his original shift.*

*(e) The Sheriff, in his discretion, pursuant to his internal control authority and management right, may change the present work schedules, days and shifts which may be subject to permanent shift bidding as provided for herein. In such case, upon request of the Labor Council, the Sheriff shall meet and confer with the Labor Council over the impact of such changes on the affected employees in the bargaining unit. If the parties are not able to agree on the implementation of the changes proposed by the Sheriff, then they shall arbitrate over the impact of the change as provided for under Article XVI, Section 8, Step 4.*

*Section 7. Seniority Tie Breaking*

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

*Section 8. Transfers to Bargaining Unit I*

*County employees who have been assigned into Unit I will maintain their accumulated County seniority for purposes of vacation and other benefit accrual related purposes, but will use Unit seniority for purposes of shift selection, vacation selection, layoff determination and all other circumstances where seniority is used competitively among employees. For purposes of pay, the employee assigned to Unit I from a previous position shall be placed at the appropriate step of the pay scale, so as not to suffer any loss of pay. "Appropriate Step" shall be defined as the Step, which reflects the closest salary to the employee's previous salary (i.e. the same or higher salary than the employee received in his/her previous position.)*

## *ARTICLE XVIII*

## *LAYOFFS*

*Section 1. Layoff*

*In the event the Employer determines a layoff is necessary, employees in the bargaining unit shall be laid off in such number as determined by the Sheriff unless compliance with State or Federal law requires otherwise. The Employer shall determine how many positions shall be laid off. Employees in the bargaining unit shall be laid off in*

*the inverse order of unit seniority. The Employer agrees to inform the Labor Council in writing not less than fourteen (14) days prior to such layoffs and to provide the Labor 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 inverse order of unit seniority. Individual employees shall receive notice in writing of the layoffs not less than fourteen (14) days prior to the effective date of such layoff.*

*Section 3. Recall*

*Employees in the bargaining unit shall be recalled from layoff according to the inverse order of layoff. No new employees at all shall be hired until all employees 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 in the bargaining unit 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. All vacation eligibility is computed on continuous County employment as follows:*

| *Years of completed Continuous Service* | *Length of Vacation* |
|---|---|
| *1 year* | *5 days* |
| *2-5 years* | *10 days* |
| *6-10 years* | *15 days* |
| *11-20 years* | *20 days* |
| *21 years* | *21 days* |
| *22 years* | *22 days* |

| | |
|---|---|
| *23 years* | *23 days* |
| *24 years* | *24 days* |
| *25 years* | *25 days* |

*Vacation days that will be available to an employee in a calendar year will be posted on January 1 of each year. However, if an employee is earning additional days during the year based on length of service, as in years 2, 6 and 11 or after completing 20 years, those days, even if posted on January 1, will not be available for use until the employee's anniversary date.*

*Section 2. Vacation Pay*

*The rate of pay for each week of vacation will equal the employee's normal work week hours times his straight-time hourly rate, including any shift premium, in effect during the payroll period immediately prior to the vacation time. Time lost from work by an employee due to illness or injury compensable by state law will count as time worked toward the computation of vacation benefits. No vacation days may be earned while on a non-work-related medical leave of absence. Layoff totaling thirty (30) days or less in a calendar year will not be taken as a break in continuous service for purposes of determining vacation eligibility. Credit for vacation eligibility will be granted an employee for the entire period of the employee's military leave.*

*Vacation hours shall count as time worked for purposes of calculating overtime.*

*Section 3. Vacation Requests*

*Except for an occasional day which is taken as vacation leave, all employees must submit in writing to the Sheriff, or his designee, a schedule of desired vacation prior to March 1st of each year. Conflicts in scheduling will be resolved in favor of the employee with the most unit seniority. At least one (1) day's notice shall be given for a one (I) day's leave. An employee shall be entitled to bid three (3) weeks of his vacation at one time.*

*Section 4. Pro-Ration upon Termination*

*Upon termination, an Employee shall be paid on a pro-rata basis for all vacation time earned up to that separation date.*
*Section 5.*

*For the purposes of this contract, the employee's vacation begins at the end of the employee's last regularly scheduled work shift prior to the first vacation day, and ends at the beginning of the first regularly scheduled work shift following vacation time.*

## *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, which shall be declared annually by the County Board, unless otherwise specified by law.*

*Section 3. Holiday Pay*

*An employee regularly scheduled to work on a holiday will receive either of the following, at the employee's choosing:*

*(1) time off, at the employee's regular hourly rate, to be added to the employee's accrued compensatory time, plus the regular day's pay or;*

(2) *pay for the holiday worked at the employee's regular hourly rate, plus the regular day's pay.*

*When a holiday falls on an employee's regularly scheduled day off, the employee will receive either of the following, at the employee's choosing:*

*(l) one (1) extra day compensation, in lieu of the holiday, to be paid at the employee's regular hourly rate; or*

*(2) one (1) extra day compensation, in lieu of the holiday, to be paid at the employee's regular hourly rate in the form of compensatory time-off, with said compensatory time to be added to the employee's accrued compensatory time-off.*

*In addition, any employee who calls in sick on a day on which the McHenry County Government Center has 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 accrued sick time, if any.*

*Section 4. Personal Days*

*An employee shall earn one (1) personal day for each four (4) months of service, if applicable, in his/her first calendar year of employment. On January 1 of the year following an employee's start date, he/she shall be credited with three (3) personal days to be used during that calendar year. Further, one (1) of those days may be used at the employee's request regardless of staffing requirements, as long as the day requested is not a holiday.*

*Section 5. Time Worked*

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

*Section 6. Field Training Pay*

*An Employee assigned to field training duty shall receive one (1) hour of pay or compensatory time at the employee's normal rate of pay, at the officer's choosing, for each shift in which the employee provides training.*

## *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. No employee will be allowed to hold secondary employment during the first twelve (12) months of their probationary period.*

*Section 2. Secondary Employment Prohibitions*

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

*(a) Where the Employer's uniform, badge, LEADS line, vehicle or equipment is utilized unless specifically approved by the Sheriff or his designee;*

*(b) Where the hours worked cause the employee such fatigue that he 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 Sheriff s Department.*

*(f) An employee, in securing police or security secondary employment must have that secondary employer sign an Indemnification Agreement agreeing to indemnify and hold McHenry County and the Office of the Sheriff of McHenry County harmless from any and all acts performed by the employee or injuries occurring to 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 purposes 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 accumulates forty-five (45) sick days at the time of the January 1 posting of his/her fifth or greater year of employment and the employee maintains that accumulation until his/her fifth (5th) anniversary date or*

*longer, then said employee shall be credited with an additional five (5) days of sick leave on his/her anniversary date and fifteen (15) sick days on each January 1 posting thereafter until the employee reaches the next level.*

*(d) If an employee accumulates one hundred twenty (120) sick days at the time of the January 1st posting of his/her tenth (10th) or greater year of employment and maintains an accumulation of one hundred twenty (120) sick days until his/her tenth (10th) anniversary date or longer, then said employee shall be credited with an additional ten (10) days of sick leave on his/her anniversary date and twenty-five (25) sick days on each January 1st posting 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.*

*Section 3. Unused Leave on 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 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 I and 2 of this Article, If the Employer has reasonable suspicion to believe that an employee is abusing sick leave, or that the employee has used at least six (6) sick days for the preceding (12) twelve month period and 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 note at the employee's cost, for each day on which the employee calls in sick, for a period not to exceed 180 days for each incident. A second incident of abuse within twelve (12) months of a release from sick time abuse letters constitutes grounds for disciplinary action in accordance with this Agreement. The Labor Council and the Employer mutually discourage the abuse of sick leave. Continued "abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.*

## *ARTICLE XXIII*

## *HOURS OF WORK*

*Section 1. Regular Hours*

*The regular hours of work each day shall be consecutive except as may be interrupted by a meal period. Nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day or per week.*

*Section 2. Work Period*

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

*Section 3. Work Day and Shift*

*(a) All employees in the patrol division shall normally work an eight and one-half (8-1/2) hour shift. For payroll purposes, base hours will be eighty (80) hours in each fourteen (14) day cycle.*

*(b) All patrol division employees shall work the schedule commonly referred to as 5-2/5-3 work schedule (i.e. 6:00 a.m. to 2:30 p.m. or 7:00 a.m. to 3:30 p.m., 2:00 p.m. to 10:30 p.m. or 3:00 p.m. to 11:30 p.m., 10:00 p.m. to 6:30 a.m. or 11:00 p.m. to 7:30 a.m.)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.*

*(c) All employees outside the patrol division (e.g. Canine, Detectives and Narcotics) shall continue to work their current schedule in accordance with past practice, subject to Article IV(c).*

*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 (Roll Call Book) at all times fourteen (14) days prior to beginning of schedule.*

*Section 5. Meal Periods*

*(a) All employees shall be granted, during each shift, a lunch period of thirty (30) minutes. The lunch period shall be scheduled near the middle of each shift and shall be taken at their workstation at the discretion of the shift supervisor following departmental guidelines.*

*The lunch period may be interrupted to meet the operating needs of the Department. The lunch period benefit shall not be unreasonably withheld.*

*(b) If an employee is denied a meal period, the employee shall be compensated thirty (30) minutes 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 within their assigned patrol area, at the discretion of the shift supervisor following departmental guidelines.*

*Section 7. Overtime*

*(a) Employees in Unit I shall be paid overtime either in cash or compensatory time at the rate of one and one-half (1-1/2) hours for each hour (in completed fifteen (15) minutes segments) worked beyond the normal work day as defined in Article XXIII, Section 3, paragraph (a) or (b), except that sick time will be deducted from total hours worked in the same pay period for purposes of overtime calculations.*

*(b) Vacation hours, holiday comp., personal days and compensatory time taken shall be counted as time worked for purposes of calculating overtime.*

*Section 8. Compensatory Time Use*

*Compensatory time may be accrued to two hundred twenty (220) hours and carried over from year-to-year to a maximum of one hundred fifty (150) hours effective 12/1/2011, one hundred-forty (140) hours effective contract year beginning 12/1/2012 and one hundred-twenty (120) hours effective 12/1/2013.*

*Each year, compensatory time balances must be reduced to a maximum of one hundred-fifty (150) hours effective 12/1/2011, one hundred-forty (140) hours effective contract year beginning 12/1/2012 and one hundred-twenty (120) hours effective 12/1/2013 and will be paid out in November of each year (upon request compensatory time pay-out can be paid over two (2) pay periods in November.*

*The scheduling and use of compensatory time shall be with the agreement of the shift supervisor in accordance with past practice subject to the following conditions:*

*Comp time accrued during a pay period will be available for use on the payday following the pay period in which it was accrued.*

*Any use of comp time, which would cause the unit member to extend into a negative balance, will be denied absent emergency circumstances.*

*Use of comp time will require a minimum twenty-four (24) hour notice to the shift commander prior to use irrespective of the provisions under Article XXIII/Section 12. Requests for use of comp time with less than twenty-four hours notice, but not less than two (2) hours prior to the beginning of the affected shift, may be granted with the approval of the shift commander. Such requests will not be granted if this would require overtime, interfere with scheduled training, or impact planned or unforeseen operational needs, irrespective of the provisions of Article XXIII, Section 12. Requests may be submitted for emergencies or safety reasons with less than twenty-four (24) hours' notice but must be approved by a shift commander prior to use, and will not be unreasonably denied.*

*Requests for use of comp time by a unit member shall be for a minimum of 2 hours.*

*Requests for use of comp time by a unit member after that unit member is given an assignment by a commander will be denied.*

*This provision shall automatically expire upon the expiration of this Agreement, but shall remain in effect during this period of time while the parties engage in negotiations for a successor agreement. In the event the parties are unable to reach agreement on the language of this Section neither party shall bear a burden of proof with respect to the status quo in an impasse resolution proceeding.*

*Section 9. Court Time*

*The Employers' agree to the following: An employee required to appear in court on his off-duty hours in connection with his 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 the purposes of calculating overtime. If said court time immediately precedes or follows an employee's shift, the employee shall be compensated for only the actual time spent prior to, or after their regular shift.*

*Section 10. Call Back*

*A callback is defined as an official assignment of work, which does not continuously precede or follow an officer's regularly scheduled working hours. 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 callback minimum guarantee.*

*Section 11. Off-Duty Independent Details*

*The Sheriff may unilaterally establish guidelines for the use of equipment and uniforms on off-duty independent details. Off-duty independent details shall be posted on a bulletin board and made available to all Unit I employees on a first come first serve basis. Such off-duty independent details shall not be included in hours worked for purposes of calculating overtime provided that the work is performed solely at the employee's option. This exclusion from overtime does not apply to governmental law enforcement grant moneys (e.g. DUI grants, MEG units, etc.). It is understood and agreed that independent detail work, though facilitated by the Employer, is for a separate and independent employer, and shall not interfere with the duties performed by the employee on his normal work shift. It is further understood and agreed that such independent detail work for a separate and independent Employer need not be combined with the hours of work for the Employer in computing overtime compensation so long as employees perform such work solely at their own option. It is further understood that the parties intend that this independent detail work comply with the terms of the exemption provided by Section 7(p)(1) of the FLSA (29 U.S.C. 201 et seq.), and 29 CFR, part 553.227. Unit I employees shall be paid directly by the employing entity for working off-duty independent details. Use of comp time/personal days or vacation days to gain time off to work an off-duty detail or grant detail is prohibited only if at the time the request is approved a hireback situation is created, so long as approval is not unreasonably denied or delayed.*

*Section 12. Minimum Staffing*

*(a) The Sheriff, in his discretion shall establish the minimum staffing level for the shifts within the Patrol Division.*

*(b) The Sheriff shall allow three (3) Patrol Deputies off per shift on a combination of vacation days, personal days, compensatory time, or other benefit day that may be given or approved by the Sheriff, which shall not be unreasonably denied, i.e. Y2K day or employee appreciation day. If the staffing level of the Patrol Division increases to a level that allows for an increase in the number of Patrol Deputies off per shift, the Sheriff, in his discretion, shall determine the increased number of Patrol Deputies to be allowed off per shift.*

*(c) The Sheriff agrees to hire back to the minimum staffing level set on each shift should the staffing level fall below that number set pursuant to paragraph (a).*

*Section 13. On-Call Detective/Evidence Technician*

*The on-call detective is responsible for handling requests for a Sheriffs investigator during the time when no detective is scheduled to work. The on-call deputy permanently assigned to the evidence division is responsible for handling requests for the collection of evidence and crime scene photography. To compensate the on-call*

*detective and the on-call deputy assigned to the evidence division for the restrictions put on him due to the call, the detective and evidence technician will receive two (2) hours of pay or two (2) hours of compensatory time, at the straight time rate, at the detectives/evidence technicians option, for every day that said detective/evidence technician is on-call.*

*If the on-call detective is called back pursuant to Section 10, then he shall not receive compensation under this Section 13.*

*Section 14. K-9 Officers*

*K-9 officers shall receive one (1) hour of pay or one (1) hour of compensatory time, at the straight time hourly rate, for every day that said K-9 officer cares for the dog.*

*Section 15. Hireback*

*(a) Excluding an emergency situation, or operational necessity as determined in the sole discretion of the Sheriff, or his designee, no deputy will be authorized to work more than (4.25) hours in addition to their normal shift. [No double shifts]*

*(1) Authorization or requirement for any deputy to work more than (4.25) hours in addition to their normal shift must come from the Undersheriff, Sheriff, or their designee. Due to the unpredictable hours of law enforcement, the Sheriff may extend the 4.25 maximum holdover to complete an investigation, report or duty assignment that arises during the holdover.*

*(b) Short Notice Hireback*

*For short notice hirebacks calling in for a maximum of 8.50 hours or holding over for a maximum of 4.25 hours. Deputies will be paid for only the time worked. A short notice hireback is defined as a situation, which provides the commander less than twenty-four (24) hours and more than two (2) hours to arrange an alternative hireback.*

*For more than 4.5 hours:*

*(1) Those deputies on the affected shift who are regularly scheduled off and have signed up on the hireback list for that shift will be called first by seniority to work the entire shift. If the required minimums are still unmet:*

*(2) Deputies will be called in by seniority from the other shifts that are regularly scheduled off and have signed up on the hireback list to work the entire shift.*

*If the shift minimums are still unmet:*

*(3) An officer from the current shift may be held over to cover a shortage for the on-coming shift. This holdover will be offered on a seniority basis for a maximum of 4.25 hours. If the minimums are still unmet:*

*(4) The least senior deputy will be ordered to hold over, for a maximum of 4.25 hours. The next shift after the affected shift will be contacted, for officers scheduled to work the next shift, in order of seniority. If no deputy volunteers, the least senior deputy will be ordered in to work early, for a maximum of 4.25 call-in early hours. If there is a multiple day hireback involved and there are no volunteers, a rotating inverse seniority system will be used to fill the vacancy, e.g. day one, least senior deputy, day two, next least senior deputy.*

*(5) If the Commander has less than two (2) hours to make arrangements for an alternative short notice hireback or the hireback is for four (4) hours or less, the Commander will offer a hold over by seniority to those working the previous shift. If no officer volunteers to hold over the Commander will order the least senior deputy to hold over. For the second four (4) hours of a shift the commander shall contact deputies working the next shift after the affected shift, in order of seniority to find a volunteer to come in four (4) hours early. If no deputy volunteers, the Commander shall order the least senior deputy in early. The two (2) hours start when the notice is received by the Commander.*

*(6) Hire back List.*

*A hireback list will be posted and completed at the time of the annual shift bidding. Once the volunteer hireback/call-in list is completed, the Employer will be responsible for keeping the list. If an employee wishes to make a change to the list, it shall be made in writing to the division Commander. If a deputy refuses to accept a hireback three (3) times, provided the three (3) days are not consecutive, the name may be removed from the hireback list at the discretion of the Sheriff, for a period of six (6) months starting from the date of the third refusal.*

*(7) It is agreed between the parties that, in the event that hirebacks on different shifts on consecutive days exist, which would involve the lack of volunteers to work the time which needed to be covered and would also result in the same pool of employees subject to being ordered to work, the rotating, inverse seniority system identified in Sub-Paragraph (4) would be applied to that hireback as well. (Example: An afternoon shift deputy is ordered to hold over 4.25 hours as a result of a hireback on the midnight shift. On the next day shift, a hireback exists which would result in the*

*same afternoon shift deputy being ordered in 4.25 hours early. That same afternoon shift deputy would be exempted and the next least senior deputy would be ordered into work.)*

*(8) The provisions of this Paragraph (b) would not apply to any deputy who would volunteer to work any hirebacks offered, but shall only apply when a deputy is being ordered into work by a Commander.*

*(c) Planned or Scheduled Hireback*

*(1) Preference first goes to the deputies assigned to the affected shift, who are scheduled off and can work the entire (8.5) hour shift, then to the deputies on other shift normally scheduled off who can work the entire (8.5) hour shift.*

*(2) If the case that no deputy volunteers to work the entire (8.5) hour shift, then the shift shall be split into two (2) (4.25) hour segments. First by voluntary hireback in accordance with paragraph (1) herein and then by mandatory call-in of the deputies on the affected shift who can work using inverse seniority (e.g. in the event of a day shift shortage with no volunteers, the two least senior deputies assigned to the day shift who can work would be ordered in, one to work the first (4.25) hours of the shift and one to work the second (4.25) hours of the shift).*

*(d) Hire back Detail*

*All hireback details will be posted in places readily accessible to all employees. A rotating seniority method of selection will be used. Working a detail places a deputy's name on the bottom of the list for the next detail so that the most senior deputy does not get preference for all details.*

*(1) Hireback details are posted details for other than shift minimums where extra personnel may be needed. If requirements are needed, they will be posted with the detail.*

*(e) A hireback worksheet will be maintained by the commander arranging the hire back. This worksheet will be maintained for thirty (30) calendar days. A copy will be provided to the Captain and the Council.*

*(f) Commanders will make a good faith effort to contact personnel by order of seniority. If an answering machine picks up, the Commander will leave a message detailing the hireback, and go to the next call. Deputies will make a good faith effort to contact the Commander as soon as practicable thereafter.*

## *ARTICLE XXIV*

## *WORKING OUT OF CLASSIFICATION*

*Section 1. Senior Rank Recognition*

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

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

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

*Section 3. Senior Rank Six Months or More*

*When an officer is required to assume the duties and responsibilities of a rank higher than that which he normally holds for 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.*

*Section 4. Light Duty*

*An employee injured on-the-job may request light duty from the Sheriff who may determine whether to allow a light duty assignment. In order to make a light duty request, the employee must present the employer with a doctor's note certifying what light duty work they are able to do. There must exist actual light duty work available within the assigned bargaining unit. Once light duty work has commenced, the employee will be permitted to work a maximum of six (6) months, or extensions thereof certified by the Employer's physician as light duty work and upon completion of the six (6) month period must return to active duty or lose light duty status. This provision shall become effective for all on the job injuries, which occur after the effective date of this Agreement. The employee and the Union understand that the determination of light duty availability, upon request by the employee, is limited to the sole discretion of the sheriff and that there is no guarantee of light duty.*

## *ARTICLE XXV*

## *WAGES/COMPENSATION/ALLOWANCES*

*Section 1. Wage Schedules*

*Employees in the bargaining unit shall be compensated according to the separate schedule attached as Appendix C.*

*Section 2. Placement and Schedules*

*Employees in Unit I shall be placed on the compensation schedule in the appropriate position in accordance with Appendix C, and Article XVII, Section 8 of this Agreement. During the term of this Agreement, employees shall then advance on the compensation schedule on their anniversary dates. The attached pay schedules shall be effective as of the dates indicated in Appendix C.*

*Section 3. Clothing Allowances*

*Uniformed employees shall receive a three hundred ($350) dollar allowance for the purchase of required uniforms and equipment during the first year and (400.00) four hundred dollars each year thereafter for the term of this Agreement. Additionally, each of said employees shall annually receive in February of each calendar year, a six hundred ($600) dollar reimbursement for cleaning of uniforms. The foregoing amounts shall be prorated on a monthly basis for employees working less than the full year.*

*Non-uniformed employees (e.g. detectives) shall annually receive a clothing purchase and cleaning reimbursement of $950.00 paid in February of each calendar year. The foregoing amount shall be prorated on a monthly basis for employees working less than the full year.*

*Any person assigned to the Detective Division will receive upon transfer, the yearly clothing purchase of $600.00.*

*Any person in Patrol who is assigned to the Detective Division under the Patrol Rotate Program will receive upon assignment, a purchase allotment of $200.00.*

*The items of personal property and clothing which may be bought with the clothing allowance for uniformed employees includes, but is not limited to the following:*

| | |
|---|---|
| *Pants* | *Parka (patrol only)* |
| *Short sleeve shirt(s)* | *Name tags* |
| *Belts* | *Spring/Fall coat* |
| *Winter coat* | *Summer hats and acorns* |
| *Rain coat/hat cover* | *Tie clip/bar* |
| *Winter hat* | *Boots/winter or summer* |

*Ties*
*Shoes*
*(Corfram or plain black leather)*
*Long sleeve shirt(s)*
*Nightsticks/ASP Baton*
*Flexcuffs*
*Bullet proof vest/covers*
*Dickies/turtlenecks*
*(paratrooper/survivor style)*
*Sweater/woolly pulley*
*All leather gear*
*Handcuffs*
*OC spray/holder*
*Flashlight/accessories*
*Leather safety gloves*

*Prior to purchasing nightsticks/baton, and/or OC spray, an employee must be trained by the department to carry and use said equipment.*

*Section 4. Reimbursement of Training and Various Expenses*

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

*(a) If the employee resigns prior to completing four (4) months of employment after such expenditure, 100% of the total expense shall be reimbursed;*

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

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

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

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

## *ARTICLE XXVI*

## *BENEFITS AND PENSIONS*

*Section 1. Health Dental and Vision Benefits*

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

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

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

| ***HMO*** | ***Employer*** | ***Employee*** |
|---|---|---|
| *Single* | *90%* | *10%* |
| *EE+I* | *86%* | *14%* |
| *EE+2 or more* | *85%* | *15%* |

*Effective 1/1/2016, the Employer will make available to employees the Employer's 2016 PPO Plan design. Effective 4/11/17, the Employer will make available to employees the Employer's 2017 HMO Plan design. Co-pay reimbursements will cease on May 2.*

*The dollar amount of employee contributions will be adjusted on the renewal date, January 1 of each calendar year based upon the cost to the Employer and the cost sharing percentages set forth above.*

*Bargaining unit employees, employed on 4/11/17, shall receive a one-time $100 wellness bonus to be paid by separate check on May 19, 2017.*

*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 of service until the retiree or any dependents become eligible for Medicare, 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 the renewal date of each year (currently July 1st).*

**SLEP Early Retirees**

| | PPO EE% | HMO EE% | Opt'l Dental EE% |
|---|---|---|---|
| Single | 80% | 80% | 80% |
| EE+1 | 63% | 63% | 63% |
| EE+2 or more | 65% | 65% | 65% |

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

| | PPO EE% | HMO EE% | Opt'l Dental EE% |
|---|---|---|---|
| Single | 100% | 100% | 100% |
| EE+1 | 100% | 100% | 100% |
| EE+2 or more | 100% | 100% | 100% |

**SLEP/IMRF Retirees (Member and Dependents All on Medicare)**

| | PPO EE% | HMO EE% | Opt'l Dental EE% |
|---|---|---|---|
| Single | 100% | 100% | 100% |
| EE+1 | 100% | 100% | 100% |
| EE+2 or more | 100% | 100% | 100% |

**Leave of Absence & Workers Compensation Leave After First 12 Months**

| | PPO EE% | HMO EE% | Opt'l Dental EE% |
|---|---|---|---|
| Single | 100% | 100% | 100% |
| EE+1 | 100% | 100% | 100% |
| EE+2 or more | 100% | 100% | 100% |

*COBRA 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 effect during the term of this Agreement; however the accidental death and*

*dismemberment benefit shall be increased to $30,000.00 for each bargaining unit employee.*

*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, and the County suffers no adverse financial effects other than the initial implementation costs.*

*Section 7. Wellness Benefit*

*During the term of this Agreement, the Employer may institute, at its discretion, a wellness program in which the employee's participation shall be voluntary. If the Employer elects to provide a benefit for the employee's participation, the parties will negotiate the benefit.*

## ***ARTICLE XXVII***

## ***LABOR MANAGEMENT/SAFETY COMMITTEE***

*Section 1. Labor Management Conference*

*The Labor 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 Labor 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 Labor 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 Labor 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 Merit Commission/Grievance Procedure*

*It is expressly understood and agreed that such meetings shall be exclusive of the Merit Commission and 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 Labor 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 Labor 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 in violation of the law creating a serious risk to safety of employees, the officer will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.*

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

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

*Section 4. Reports*

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

*Section 5. Labor 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. Supervisors shall approve the absence except in emergency situations. Employees attending such conferences shall be limited to two (2) and those attending such conferences outside scheduled work time shall not be compensated by the Employer.*

## *ARTICLE XXVIII*

## *GENERAL PROVISIONS*

*Section 1. Use of Masculine 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. Subject to management rights provided for in Article IV and Section 4 of the IPLRA, the Union may grieve the establishment of any rule, order or policy when first implemented if they affect the working conditions of the employee and may grieve the application of any established work rule, order or policy when applied to a bargaining unit employee if applied in an unfair manner or without cause as the case may be provided for under Article 16 of this Agreement.*

*Section 3. FOP Access to Employer Premises*

*Authorized representatives of the National or State Labor Council shall be permitted to visit the Department during working hours to talk with officers of the local Labor 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 Sheriffs 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 Labor 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 officer's eyeglasses, contact lenses, prescription sunglasses up to a value of $150.00 and watches up to a value of $50.00, or other items of personal equipment if such are damaged or broken during the course of the employee's duties. Incident to be documented with immediate supervisor outside the bargaining unit.*

*Section 7. Inoculations*

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

*Section 8. Bulletin Board*

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

*Bargaining unit members shall be allowed to take county vehicles to and from home, at their option, and use the vehicles in a manner consistent with past practice, subject to the provisions of Section 12 under this Article XXVIII.*

*Section 11. Training Travel Time*

*Officers shall be paid for travel time to and from training in accord with the Fair Labor Standards Act.*

*Section 12. Residency*

*The residency for members of the bargaining unit shall be any county touching McHenry County, excluding the state of Wisconsin. Furthermore, those members who reside outside McHenry County will not be allowed to utilize a "take home" squad and must leave their assigned vehicle at the Sheriff's Department.*

## *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*

*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. 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. In the event of death in the 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, Great Grandparents. Additional leave will be granted for the death of the following: Grandparents, Grandchildren and Great-Grandparents of the bargaining unit member's spouse.*

*Section 3. Jury Duty*

*An employee required to serve on a grand jury or petite jury shall be granted leave for the period required to serve on such jury without loss of pay. Such employees shall 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 Labor Council Activities*

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

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

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

*Section 7. Prohibition Against Misuse of Leaves*

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

*Section 8. Family and Medical Leave*

*The Employers agree to abide by the requirements of the Family Medical Leave Act (FMLA). The parties agree that FMLA will run concurrently with paid time off. Once*

*all paid time off options have been exhausted by the employee (with the employee having the right to designate which accrued leave will be used in which order), then the employee shall utilize any remaining FMLA leave without pay.*

*Section 9. Duty- Related Disability Leave*

*An officer who sustains injuries or illness arising out of and in the course of his employment shall be covered by the provisions of 5 ILCS 345/1 et. seq., Illinois Compiled Statutes. In addition, the employee shall continue to be covered by the provisions of this Agreement.*

## *ARTICLE XXXI*

## *EDUCATION*

*Section 1. Education*

*Full-time employees, at the Sheriff s discretion, who have been employed by the County for at least one (1) calendar year, may be reimbursed for a portion of the cost of tuition and fees for work-related courses taken at accredited institutions, which have been previously approved by the appropriate department head. Before reimbursement will be made, you must present your receipts and proof of successful completion of such courses (a grade of C or better, or pass in a pass/fail course). The courses must directly benefit the employee's job performance in the department head's opinion. Approval is contingent upon the existence of sufficient funds in the departmental budget. Reimbursement shall be at the minimum rate of thirty-five ($35.00) per credit hour.*

*An employee may petition this department head for permission to attend beneficial courses during work hours. The department may excuse the employee from work or allow the employee to make up the lost work time if the department head determines that the benefit to the employee and the County will exceed the detriment to County operations.*

## *ARTICLE XXXII*

## *PROTECTIVE BODY ARMOR*

*Section 1. Purchase*

*(a) The County or the Sheriff shall purchase a protective body armor vest for each member of the Patrol/Detective Division, who does not already have such a vest, unless the deputy requests in writing his desire not to be provided with one.*

*(b) In the event that the County or the Sheriff are unable to provide the moneys needed to purchase the body armor, the employee shall be allowed to purchase*

*the body armor through the use of the clothing allowance, as stated in Article XXV, Section 3 (c).*

*(c) The useful life of a vest is five (5) years. If an officer has previously purchased his vest with his own funds or moneys used for clothing allowance, and the vest meets the current standards so that a new vest is not required, he will be reimbursed for the remaining life of the vest based on his expenditure. For example, if a vest has three (3) years of life, the officer will be reimbursed 3/5 or 60% of his expenditure.*

*Section 2. Use*

*(a) In the event that the body armor is provided pursuant to Section 1 (a) above, the Sheriff shall require that an employee must wear the body armor during his normal tour of duty.*

*(b) In the event that the body armor is purchased by the employee, pursuant to Section 1 (b) above, the choice of whether to wear or not wear the vest shall be left to the sole discretion of the employee.*

*Section 3. Replacement*

*(a) Replacement of Department purchased body armor shall be in accordance with the manufacturer's recommendation.*

## *ARTICLE XXXIII*

## *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 XXXIV*

## *DURATION AND SIGNATURE*

*Section 1. Term of Agreement*

*This Agreement shall be effective from December 1, 2018, and shall remain in full force and effect until November 30, 2021. 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) pays 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* 21st *day of* January, ~~2019~~. 2020

*County Board CHAIRMAN*

*SHERIFF*

*Labor Council*

*Local Representative*

1944

*Local Representative*

*Local Representative*

*Local Representative*

#1910

*Local Representative*

*(SEAL)*

*COUNTY CLERK*

_____

*Local Representative*

## APPENDIX A

## ARTICLE XXIV

## WORKING OUT OF CLASSIFICATION

*Section 4. Light Duty*

This section shall be contained in an appendix to the Agreement and shall become effective upon ratification as described below.

*The Sheriff, at his sole discretion, may determine to allow light duty assignments. An employee injured on-the-job may be assigned to work light duty. An employee who is disabled from their normal position as a result of a non-job related reason and who requests a light duty assignment may also be assigned to work light duty. In order to work light duty, the employee must be authorized to do so by a doctor's note certifying what light duty work they are able to do. There must exist actual light duty work available which conforms with the limitations specified by the employee's doctor. The parties agree that a bargaining unit employee on light duty status may be assigned duties normally performed by members of another bargaining unit. The light duty assignment will not displace a bargaining member of another unit from their regularly scheduled shift, will not result in a layoff, and will not result in a reduction of normally occurring overtime opportunities. Once light duty work has commenced, the employee will be permitted to work a maximum of three (3) months. Extensions of three (3) months of light duty status may be granted if certified by the Employee's physician. Upon completion of the three (3) months and any extensions the employee must return to active duty or lose light duty status. This provision shall become effective for all on the job injuries and off duty disabilities, which occur after the effective date of this Agreement. The employee and the Union understand that the determination of light duty availability is limited to the sole discretion of the sheriff and that there is no guarantee of light duty.*

*All employees eligible for light duty assignment shall be equally eligible for light duty work, in accordance with their medical limitations, and such light duty assignments, if available, shall be assigned on a first come first serve basis. A list of employees awaiting light duty assignments shall be created in the order of their eligibility for light duty assignment. Extensions of light duty assignments, after the initial three (3) months shall not be given if other employees are waiting and fit for the light duty assignment being vacated. Employees vacating a light duty position, after having reached the three (3) month limit, shall be eligible to be placed at the end of the then existing light duty assignment list. Employees shall be eligible to return to a light duty position provided no eligible employee with a higher position on the list is awaiting assignment to light duty.*

*Nothing in this agreement is intended to abrogate State of Illinois House Bill #166 or negate any article of the Illinois Human Right Act (775 ILCS 5/2-102).*

*This section will be effective upon ratification by Illinois Fraternal Order of Police Labor Council Bargaining Units # 1, #2, and #3 in McHenry County Sheriff's Department.*

APPENDIX C

| | 12/1/2018 | 12/1/2019 | 12/1/2020 |
|---|---|---|---|
| | | | |
| | 2.20% | 2.00% | 2.00% |
| | | | |
| **Start** | 30.46 | 31.06 | 31.69 |
| **Year 1** | 31.68 | 32.32 | 32.96 |
| **Year 2** | 32.94 | 33.60 | 34.27 |
| **Year 3** | 34.25 | 34.93 | 35.63 |
| **Year 4** | 35.62 | 36.33 | 37.06 |
| **Year 5** | 37.41 | 38.15 | 38.92 |
| **Year 6** | 39.27 | 40.05 | 40.85 |
| **Year 7** | 41.23 | 42.05 | 42.89 |
| **Year 8** | 43.30 | 44.17 | 45.05 |
| **Year 9** | 46.36 | 47.29 | 48.23 |

| | | | |
|---|---|---|---|
| Min | $63,356.80 | $64,604.80 | $65,915.20 |
| Max | $96,428.80 | $98,363.20 | $100,318.40 |