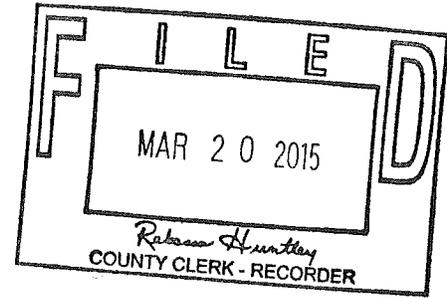


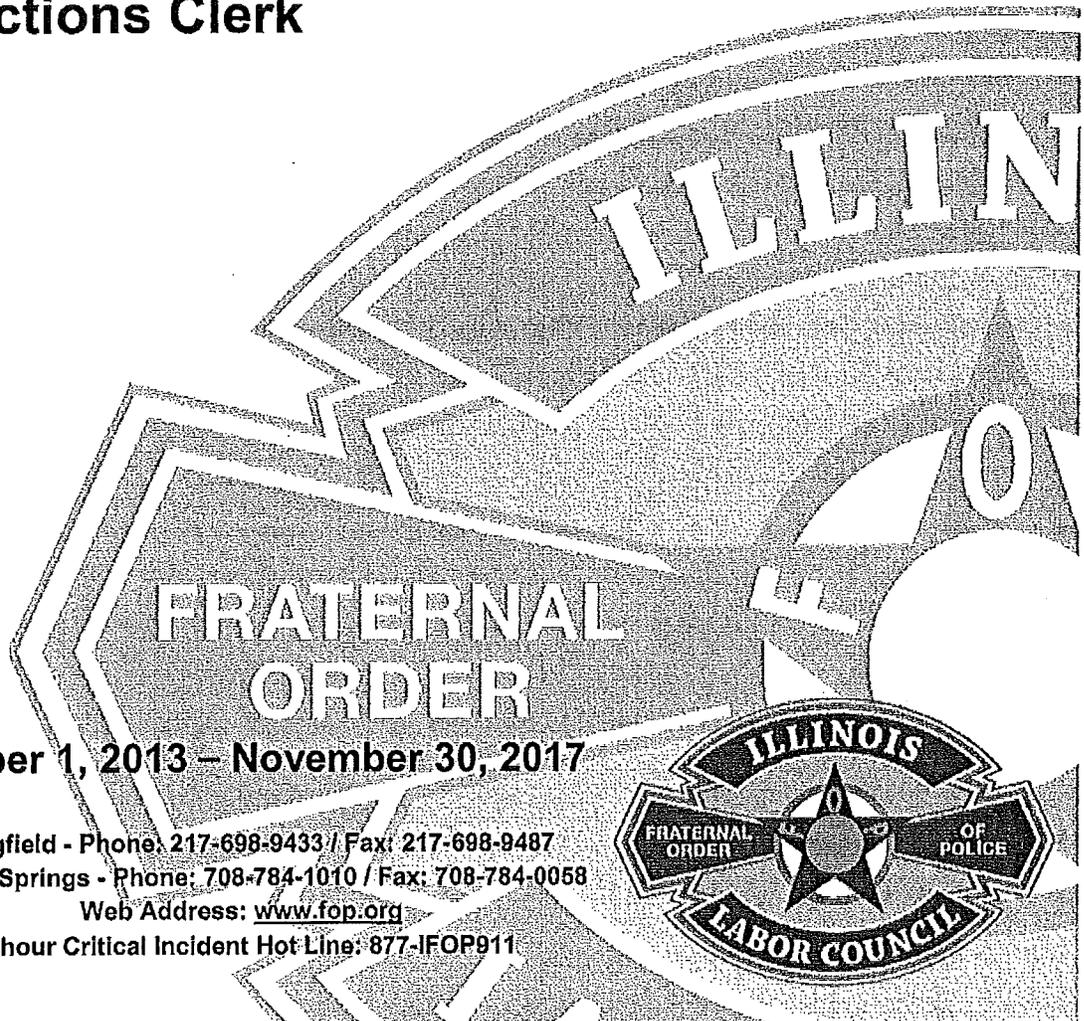
ILLINOIS FOP LABOR COUNCIL



and

COUNTY OF OGLE & OGLE COUNTY SHERIFF

Patrol, Corrections, Control 3
& Corrections Clerk



December 1, 2013 – November 30, 2017

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911

AGREEMENT

BETWEEN

COUNTY OF OGLE AND

OGLE COUNTY SHERIFF

AND

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL**

REPRESENTING

**OGLE COUNTY SHERIFF'S DEPARTMENT
PATROL, CORRECTIONS, CONTROL 3
AND CORRECTIONS CLERK**

December 1, 2013 – November 30, 2017

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PREAMBLE

This Agreement is entered into by the County of Ogle, a body politic, by its duly constituted County Board and the Sheriff of Ogle County, herein after referred to as the "Employers", and the Illinois Fraternal Order of Police Labor Council, hereinafter referred to as the "Union". The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employers and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. This Agreement is to be interpreted and applied consistent with the law of the State of Illinois. In consideration of mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE I RECOGNITION

Section 1.1 Unit Description

The Employers hereby recognize the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, and other terms and conditions of employment for the following:

UNIT A:

Included: All full-time employees in the following job classifications: Patrol Deputy, Detective Deputy.

Excluded: Patrol Corporal, Patrol Sergeants, Corrections Corporal, Corrections Sergeant, Lieutenants, Captain, Sheriff, Corrections Officer, Bookkeeper, Telecommunicator, Cook, Maintenance Man, Bailiff, Courthouse Janitor, Courthouse Switchboard Operator, Administrative Assistant, Sheriff's Secretary and all confidential, managerial or supervisor employees excluded under the Act.

UNIT B:

Included: All full-time and regular part-time employees in the job classification of Corrections Officer, Bailiff, and Courthouse Security, Civilian Corrections Clerk and Control 3 Personnel.

Excluded: Patrol Deputy, Patrol Corporal, Patrol Sergeant, Corrections Corporal, Corrections Sergeant, Detective, Lieutenant, Captain, Sheriff, Bookkeeper, Telecommunicator, Cook, Maintenance Man, Courthouse Janitor, Courthouse Switchboard Operator, Administrative Assistant, Sheriff's Secretary, and all confidential managerial and supervisory employees excluded under the Act.

Section 1.2 Career Position

The Union and the Employees both recognize that the classification of law enforcement officer and corrections officer is a career position. We further recognize that such position requires suitable equipment in order to perform the duties and responsibilities of the Law Enforcement and Corrections Officer. No officer shall refuse to perform his duty for reasons of objection to such equipment but shall grieve such objections.

Section 1.3 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/or situations where the on-duty supervisor determines that the then readily available for duty bargaining unit personnel are not as proficient to perform the task necessary to be accomplished by the on-duty supervisor or where such work is necessary to train a bargaining unit employee. Such work by supervisors shall not cause any layoffs, reduction in the work force by attrition or other means or reduction in regularly scheduled hours.

Supervisors shall not be assigned to perform the duties of a vacant position in the bargaining unit for more than thirty (30) days if a valid merit commission eligibility list exists or more than ninety (90) days if a new eligibility list must be created, subject to the availability of budgeted funds.

Section 1.4 Part-Time Employees

The Employer may continue to utilize the services of part-time employees to perform bargaining unit work, but such utilization shall not cause layoffs, reduction in force or reduction in regular scheduled hours. The use of part-time personnel in the bargaining unit shall not be increased over existing levels.

Section 1.5 Duty Assignment

Qualified employees in Unit A (Patrol Officers and Detectives) may be assigned to Unit B duty on a temporary basis and qualified employees in Unit B (Corrections Officers) may be assigned to Unit A duty on a temporary basis in the discretion of the Sheriff to meet operating needs when off-duty employees in this unit are not available and/or it is determined by the Sheriff or the Sheriff's designee that the bargaining unit personnel are not qualified and/or available to fulfill the then necessary needs of the Sheriff's Office.

ARTICLE 2 NEW CLASSIFICATIONS AND VACANCIES

Section 2.1 New Classifications

Where the Employers find it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employers and Union agree to jointly petition the Illinois State Labor Board to seek the necessary unit clarification. If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the 2nd step of the grievance procedure. The second step grievance committee or arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

- (a) The job content and responsibilities of other position classifications in the Employer's work force in the bargaining unit of this Agreement;
- (b) Like positions with similar job 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 Employers shall remain in effect pending the decision. If the decision of the second 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 the procedures of this Agreement.

Section 2.2 Vacancies

Vacancies shall be created and filled in accordance with the applicable rules, regulations, and procedures of the Merit Commission; however, once the Sheriff determines that a vacancy shall be filled by an appropriate notice thereof, said vacancy will be filled, absent extraordinary conditions and/or circumstance within one hundred-eighty (180) calendar days of the issuance of said notice. All vacancies along with job duties, responsibilities and rates of pay will be posted at least ten (10) calendar days in advance of any interviews before the selection and filling of a vacancy.

ARTICLE 3 NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunity

The Employers will provide equal employment opportunity and practice of a non-discriminatory nature consistent with Federal and State of Illinois laws to all members of the bargaining unit. The Employers and the Union agree that there shall be no discrimination by the Employers or the Union against employees because of race, color, creed, religion, national origin, sex, age, or marital status or because of a physical handicap with respect to a position the duties of which can be performed adequately by an individual with such a physical handicap without danger to the health or safety of the physically handicapped person or to others.

Section 3.2 Union Membership or Activity

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

Section 3.3 No Dual Remedies

Alleged violations of this Article which may also be the subject of a charge before a State or Federal administrative agency shall not be grievable, but must instead be filed with the appropriate State or Federal Agency.

ARTICLE 4 MANAGEMENT RIGHTS

The Employers have and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employers shall include, but are not limited to, the right:

- (a) to determine the organizational and operations of the Ogle County Sheriff's Office;
- (b) to determine and change purpose, composition and function of each of its consistent departments, and subdivisions;
- (c) to set standards;
- (d) to direct the employees of the Ogle County Sheriff's Office, including the right to assign work and overtime;
- (e) to hire, examine, classify, select, promote, restore, to career service positions, train, transfer, assign, and schedule employees;
- (f) to increase, reduce or change, modify or alter the composition and the size of the work force, including the right to relieve employees from duties because of lack of work or funds or other proper reasons;
- (g) to contract out work when essential in the exercise of powers of the Sheriff's Office;
- (h) to establish work schedules and to determine the starting and quitting time, and the numbers of hours worked;
- (i) to establish, modify, combine or abolish job positions and classifications;
- (j) to add, delete or alter methods of operations, equipment of facilities;
- (k) to determine the location, methods, means, and personnel by which operations, are to be conducted including the right to determine whether goods and services are to be made provided or purchased;
- (l) to establish, implement and maintain an effective internal control program;
- (m) to suspend, demote, discharge for just cause; and,
- (n) to add, delete, or alter policies, procedures, rules, and regulations.

ARTICLE 5 SUBCONTRACTING

Section 5.1 General Policy

It is the general policy of the Employers to continue to utilize employees to perform work they are qualified to perform. However, the Employers reserve the right to contract out any work it deems necessary in the interests of economy, improved work product or emergency provided that such subcontracting does not cause layoff or reduction of work hours for bargaining unit employees.

ARTICLE 6 DUES DEDUCTION AND FAIR SHARE

Section 6.1 Dues Deduction

Upon receipt of proper written authorization from an employee, the Employers shall deduct each month Union dues in the amount certified by the Union from the pay of all employees covered by this Agreement, who, in writing, authorize such deductions. Such money shall be submitted to the Illinois FOP Labor Council at 974 Clocktower Drive at Springfield, IL 62704-1304 within thirty (30) days after the deductions have been made. Said deductions will be terminated upon the Employee's written request. The Union hereby indemnifies and agrees to hold the Employers harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employers for the purpose of complying with the provisions of this Article.

Section 6.2 Fair Share

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

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

- (a) The Union has certified to the Employers that the affected employee has been delinquent in their obligations for at least thirty (30) days;
- (b) The Union has certified to the Employers that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article, and that the employee has been advised by the Union of their obligations pursuant to this Article and of the manner in which the Union has calculated the fair share fee;
- (c) The Union has certified to the Employers that the affected employee has been given a reasonable opportunity to prepare and submit any objections to have said objections adjudicated before an impartial arbitrator assigned by the employee and the Union for the purpose of determining and resolving any objections the employee may have to the fair share fee.

ARTICLE 7 NO STRIKE

Section 7.1 No Strike Commitment

Neither the Union nor any officer 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 Employers during the term of this Agreement. Neither

covered employees nor any official of the Union shall refuse to cross any picket line, by whoever established.

Section 7.2 Performance on 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 Union agrees that no disciplinary action or other action will be taken by the Union against any employee or employees covered by this Agreement by reason of any such action or conduct in the line of duty or in any way using their official position.

Section 7.3 Resumption of Operation

In the event of action prohibited by Section 7.1 above, the Union immediately shall disavow such action and request the officers to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 7.4 Union Liability

Upon the failure of the Union to comply with the provisions of Section 7.2 above, any agent or official of the Union who is an officer or person who is a member of the bargaining unit may be subject to the provisions of Section 7.5 below.

Section 7.5 Discipline of Strikers

Any officer or member of the bargaining unit, who violates the provisions of Section 7.1 of this Article, shall be subject to immediate discharge. Any action taken by the Sheriff against any officer or member of the bargaining unit who participates in action prohibited by Section 7.1 above shall not be considered as a violation of this Agreement and shall not be subject to review, except that the factual issue of whether an officer or member of the bargaining unit in fact participated in a prohibited action shall be subject to review in a disciplinary action instituted by the Sheriff pursuant to Article 13 Dispute Resolution and Grievance Procedure in the Collective Bargaining Agreement.

ARTICLE 8 RESOLUTION OF IMPASSE

All impasses on matters in dispute shall be resolved according to the provisions of Section 14 of the Illinois Public Labor Relations Act, as amended, except that all arbitration hearings shall be conducted in Oregon, Illinois.

ARTICLE 9 BILL OF RIGHTS

If the interrogation of a member of the bargaining unit subject to the terms of 50 ILCS 725/1 et. seq. is to occur which may lead to a suspensions of more than three (3) work days without pay or termination of employment, then such member shall have the right to a Union representative during such questioning. Nothing in this Article is intended to or should be construed to waive employee's right to Council representation during questioning that the employee reasonably believe may lead to discipline. Employees covered by the terms of this Agreement shall have such rights as set forth in the United States Supreme Court decision in NLRB vs. Weingarten, 420 U.S. 251 (1975) and the Department of Central Management Services & Corrections (Moorage) decision, 1 PERI par. 2020 (ISLRB, 1985).

Section 9.1 Photo Dissemination

No photo of an employee under investigation shall be made available to the media prior to a conviction for a criminal offense, unless determined by the Sheriff or the Sheriff's designee to be in the best interest

of public safety for the citizens of Ogle County or prior to an administrative decision being rendered by the Sheriff or the Merit Commission.

Section 9.2 Compulsion of Testimony

The Sheriff shall not compel an employee under investigation to speak or testify before, or to be questioned by any non-governmental agency relating to any matter or issue under investigation. This provision does not apply to the Employer or its attorneys who shall have the right to question an employee relating to any matter which may subject the Employer to potential liability.

Section 9.3 Administrative Leave

The decision as to whether an employee will remain in pay status pending the outcome of an administrative or criminal trial shall be made on a case by case basis, and shall equitably and reasonably made given the circumstances of each individual case. All appeals for a suspension without pay of a member of the bargaining unit without a Complaint being filed by the Sheriff are to be appealed per Article 11 Discipline and Discharge as set forth in this Agreement.

ARTICLE 10 PERSONNEL FILES

Section 10.1 Personnel Files

The Sheriff shall keep a central personnel file within the bargaining unit for each employee. The Sheriff may also keep working files such as internal investigation files; however, material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee. The Employer agrees to abide by the terms as set forth in 820 ILCS 40/1 et. seq. and the Freedom of Information Act as found in 5 ILCS 140/1 et. seq.

Section 10.2 Inspection

Upon request of an employee, the Sheriff shall reasonably permit an employee to inspect his personnel file but not internal investigation files during an investigation. The internal investigation file shall be available for inspection upon disciplinary action being imposed. Inspection of files shall be subject to the following:

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

Section 10.3 Notification

Employees and the Union shall be given immediate notice by the Sheriff when a formal, written reprimand or other disciplinary documentation is permanently placed in their personnel file. A copy of said discipline shall be given to the employee and the Union.

ARTICLE 11 DISCIPLINE AND DISCHARGE

Section 11.1 Discipline and Discharge

The parties recognize the principles of progressive and corrective discipline. No officer covered by the terms of this Agreement shall be suspended, relieved from duty or disciplined in any matter without just cause. Disciplinary action may be imposed upon an employee only pursuant to the laws of the State of Illinois. If the Sheriff or Command 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. Disciplinary action or measure shall include only the following:

- Coaching and counseling
- Oral reprimand
- Written reprimand
- Suspension (notice to be given in writing)
- Discharge

Section 11.2 Limitation

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

Section 11.3 Pre-Disciplinary Meeting

For discipline other than oral and written reprimands, prior to the imposition of discipline, the Sheriff or the Sheriff's designee shall follow this procedure: The Sheriff shall notify the Union or other member of the Union Grievance Committee and the affected employed employee that the employee desires to hold a pre-disciplinary meeting and the time and date of such meeting. The Sheriff or the Sheriff's designee shall thereafter inform the Union and employee of the contemplated measure of discipline and the reasons therefore. If agreement can then be reached on the measure of discipline, it shall be imposed.

Section 11.4 Discipline Appeal Process

The Sheriff of Ogle County and the County of Ogle and the Illinois Fraternal Order of Police Labor Council have negotiated an alternative procedure based upon the Dispute Resolution and Grievance Procedure provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of disciplinary action or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Sheriffs' Merit Commission Act as found in 55 ILCS 5/3-8001 et. seq. After the Pre-disciplinary meeting has been held pursuant to Article 11, Section 11.3 Pre-Disciplinary Meeting, and if the Sheriff or the Sheriff's designee imposes disciplinary action, an employee has the option to have the disciplinary action appealed per the Dispute Resolution and Grievance Procedure provisions of this Labor Agreement or before the Ogle County Sheriffs' Office Merit Commission, but not both. The employee upon written notification and implementation of the disciplinary action has ten (10) business days, Saturday, Sunday and holidays shall be excluded, to select via the Election Waiver and Release Form; Appendix D the option the employee has selected to appeal the discipline. Once the employee has made the election, no changes will be allowed and such denoted election constitutes a waiver to use the other appeal process not selected.

If the affected covered member selects to appeal the disciplinary action via Article 13, Dispute Resolution and Grievance Procedure of the CBA, the parties agree the (Sheriff of Ogle County and/or the County of Ogle) or their agent for the Employers has the right to implement disciplinary action, up to and including termination for just cause only immediately upon receipt of the Election Waiver and Release Form and will not review, process, file charges or present the disciplinary action before or to the Ogle County

Sheriff's Office Merit Commission which is subject to the Dispute Resolution and Grievance Procedure as set forth in this Agreement.

If the affected covered member elects to appeal the disciplinary action per Appendix D, the Election Waiver and Release Form to the Ogle County Sheriff's Office Merit Commission, the procedures set forth in the rules and regulations of the Commission will be followed.

Section 11.5 Merit Commission Appointments

Should the Sheriff desire to fill a vacancy on the Merit Commission, the Sheriff shall notify the Union or other member of the Union Grievance Committee of the recommended appointment not less than seven (7) days prior to sending the recommended appointment to the County Board. Upon request of the Union, the Sheriff shall meet and confer with the Union over the advisability of such recommendation and consider alternatives suggested by the Union.

Section 11.6 Reassignments

The Sheriff may, in his discretion, reassign any employee while an investigation of possible wrong behavior is completed. Such assignment shall be without prejudice.

Section 11.7 Inactivation

If any member shoots, while in the line of duty, another person, that member may be inactivated, receiving full pay and benefits for a period of up to three (3) days except periods of emergency, unless such action is cause of disciplinary action. During the three (3) days, the employee must make themselves available for investigative purposes.

ARTICLE 12 INDEMNIFICATION

Section 12.1 Indemnification

The Employer shall be responsible for, hold employees harmless from and pay damages or monies which may be adjudged, assessed, or otherwise levied against any employee covered by this Agreement for any act or omission of said employee to the level provided for at minimum the applicable statutes. The Employer agrees to abide by 65 ILCS 5/1-4-6.

Section 12.2 Representation

An employee covered by the terms of this Agreement shall have legal representation by the Employer in any civil cause of action brought against an employee resulting from or arising out of the performance of duties, whether the employee was on duty or off duty at the time of the incident. The affected employee shall be permitted to choose such legal counsel, subject to the approval of the Employer.

Section 12.3 Cooperation

Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article. Should a member of the bargaining unit fail to cooperate, the terms of this Article shall not apply.

Section 12.4 Applicability

The Employer will provide the protections set forth herein, so long as the employee is acting within the scope of his employment and where the employee cooperates with the Employer in defense of the action or claim. Acts of willful misconduct are not covered by the Article. Acts of intentional wrongdoing, willful and wanton conduct and/or reckless acts are not covered by the provisions of this Article.

ARTICLE 13 DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

All disciplinary grievances shall be subject to the provisions of this Article. Should a member of the bargaining unit disagree with the content of a written reprimand, the Sheriff shall allow said member to reduce to writing the disagreement and to have such writing attached to the written reprimand issued by the Sheriff or the Sheriff's designee. Nothing shall prevent the Sheriff from withdrawing or modifying the written reprimand based on the content of the said writing of the bargaining unit member. Oral reprimands shall not be subject to the Grievance Procedure.

Section 13.1 Definition of a Grievance

A grievance is defined as any unresolved indifferences between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement. The rationale or defense of "past practice", whether raised by the Joint Employers or Union herein is expressly subject to the grievance procedure.

Section 13.2 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 immediate supervisor. The employee shall make their complaint to their immediate supervisor. The supervisor will notify the employee of the decision within two (2) 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 assigned work task; and complain later.

Section 13.3 Representative

Grievances may be processed by the Union, or the Union on behalf of an employee or on behalf of a group of employees. The Employers may file contract grievances directly at Step 2, Section 13.8 of this Article. Either party may have the grievant or one (1) grievant representing group grievant present at any step of the grievance procedure, or the employee is entitled to Union representation at each and every step of this grievance procedure upon their 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 13.4 Subject Matter

Only one (1) subject matter shall be covered in any one (1) grievance. A grievance shall contain a statement of the grievant position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee (s) or the FOP Labor Council and the date.

Section 13.5 Time Limitations

Grievances may be withdrawn at any step of the grievance procedure with prejudice to the pending grievances but without precedent to future grievances. If the time limits established in the grievance procedure are not followed by the Union or member of the bargaining unit, the grievance shall be considered waived. The time limits established in the grievance procedure shall be followed by an employee or the Union, the grievance shall be considered settled.

If the time procedure is not followed by the Employer, the grievance shall remain active and automatically advance to the next step; provide, however, that arbitration shall not occur unless the Union submits written notice of its desire to arbitrate. The time limits established herein may be extended by mutual agreement in writing. In computing days under the grievance and arbitration procedures, Saturday, Sunday and holidays shall be excluded.

Section 13.6 Grievance Processing

A grievance committee member may during regular working hours, without loss of time or pay, in accordance with the terms of this Article, investigate and present grievances to the Employers and may attend negotiating sessions upon having received permission from their supervisor to do so. The supervisors shall grant permission within a reasonable time after the first (1st) hours of the shift for the steward to leave their work for these purposes subject to necessary emergency exceptions. The privilege of the steward leaving their work during working hours, without loss of time or pay, is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. The Union representative may be required to record time spent. All such Union representatives will perform their regularly assigned work at all times except whenever necessary to leave their work to process grievances as provided herein.

Section 13.7 Grievance Meetings

A maximum of two (2) employees (the grievant and/or Union representative) per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee and Union representative(s) shall first perform their assigned work task and file their grievance later.

Section 13.8 Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

STEP 1 If no agreement is reached between the employee and the supervisor, as provided for in Section 13.2 Dispute Resolution, the Union shall prepare a written grievance on a form mutually agreed to (see Appendix "B") and presented to the Sheriff no later than ten (10) working days after the employee was notified of the decision by the supervisor. Within five (5) working days after the grievance has been submitted, the Sheriff shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Sheriff shall respond in writing to the grievant and the Union Representative within five (5) working days following the meeting.

STEP 2 If the grievance is not settled at Step 1, the grievance may be referred in writing within five (5) working days after the decision of the Sheriff to a Committee consisting of the Sheriff and three (3) members of the County Board appointment by the Chairman. Within twenty (20) working days after the grievance has been filed with the Committee, the Committee shall meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Committee shall respond in writing to the grievant and the Union within five (5) working days following the meeting. The Sheriff shall have one (1) vote and the County Board members, collectively, shall have one (1) vote in resolving the grievance.

STEP 3 If the dispute is not settled at Step 2, the matter may be submitted to arbitration within ten (10) working days after the Committee's written decision of the expiration of the five (5) day period if the Committee fails to render a written decision.

Within ten (10) working days after the matter has been submitted to arbitration, a representative of the Employer and the Union 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 Federal Mediation and Conciliation Service to submit a list of seven (7) by alternate strikes by the Employer representative and the Union. The Employer and the Union shall flip a coin to determine who strikes first. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) panel of arbitrators.

The Arbitrator shall be notified of their selection by a joint letter from the Employer and the Union. Such letter shall request the Arbitrator to set a time and a place for the hearing subject to the availability of the Employer and the Illinois Fraternal Order of Police Labor Council representative and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the City of Oregon, 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 Employers or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses.

Once a determination is made that the matter is arbitral or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The expenses and fees of arbitration shall be shared equally by the Employers and the Union. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. Nothing in this Article shall preclude the Employers and Union from agreeing to use expedited arbitration procedures. 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 Employers, Union and the employee or employees involved. The Employers and the Union agree to abide by the uniform Arbitration Act. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement.

ARTICLE 14 SENIORITY

Section 14.1 Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire. In the case of transfer from a classification where the rate of pay is less, the entry level of pay shall apply. With the exception of pay, all other benefits herein shall be based upon continuous length of service from date of last hire.

Section 14.2 Probation Period

An employee is a "probationary employee" for their first twelve (12) months of employment. No matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance and arbitration procedures. A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until the employee has completed their probationary period. Upon the completion of employees' probationary period, the employee will acquire seniority from their date of hire. A non-probationary employee who is transferred to a new classification shall serve an additional one hundred-eighty (180) day probation period in the new classification. During that one hundred-eighty (180) day period, the employee may be transferred back to their former position either at the request of the employee or at the direction of the Sheriff for failure to satisfactorily perform their duties of the new position.

Section 14.3 Seniority List

The Employers and Union have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority, listing shall be resolved through the grievance procedure. The initial agreed list is attached hereto as Appendix "C" and made a part hereof.

Section 14.4 Termination of Seniority

An employee may be terminated by the Employers and his seniority broken when the employee;

- (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 full-time employment while on an approved leave of absence from the Sheriff's Office, unless the leave was granted for the purpose of employment; 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.

Section 14.5 Suspensions

Employees shall not accrue seniority for any disciplinary suspensions of ten (10) days or longer. In the event that the discipline is subsequently reversed or modified, the appropriate accrual of seniority shall be reinstated.

Section 14.6 Seniority While on Leave

Employees in the bargaining unit shall not accrue credit for time spent on authorized, unpaid leave of absence. Vacation, sick leave, holidays and other similar benefits will not be earned while on unpaid leave of absence.

Section 14.7 Departmental Transfer

An employee in the bargaining unit who transfers from another Ogle County Department shall accumulate total seniority at the County only for purposes of calculating vacation and sick leave.

Section 14.8 Seniority Shift Bidding

For purposes of determining shift and days off preference, seniority shall apply in the bidding process.

Section 14.9 Dispute Resolution

Where two (2) or more employees request the same time off, seniority shall determine first choice. Where two (2) or more employees are eligible for an overtime opportunity, seniority shall determine first choice.

ARTICLE 15 LAYOFF

Section 15.1 Layoff

In the event the Employers determine a layoff is necessary based upon insufficient funds, employees shall be laid off within each particular job classification and Department in the inverse order of their seniority unless compliance with State or Federal law requires otherwise.

Section 15.2 Layoff Order

Temporary and part-time employees and then probationary employees shall be laid off first, and then full-time employees shall be laid off in inverse order of their seniority. Individual employees shall receive notice in writing of the layoff not less than thirty (30) days prior to the effective date of such layoff.

Section 15.3 Recall

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

ARTICLE 16 HOLIDAYS

Section 16.1 Paid Holidays

Employees not working on a holiday shall receive twelve (12), ten (10) or eight (8) hours pay as holiday pay depending on their scheduled shift. All employees covered by this Agreement shall receive the below designated holidays and any additional holidays as set annually by the Ogle County Board. The Sheriff retains the right to schedule employees off on the aforementioned, additional holidays. The following days shall be designated as paid holidays:

- | | |
|----------------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King, Jr. Birthday | Columbus Day |
| Lincoln's Birthday | Veteran's Day |
| Washington's Birthday | Thanksgiving Day |
| Spring Holiday | Day after Thanksgiving |
| Memorial Day | Christmas Day |
| Independence Day | |

Section 16.2 Pay for Holiday Work

Employees required to work a holiday shall be paid time and one-half (1-1/2) pay for all hours worked in addition to their base pay. Employees regularly scheduled to work on a holiday who actually report to work shall not be sent home without consent of the employee. The aforementioned holidays referred to in Section 16.1 shall be paid at the employee's discretion as compensatory time or overtime.

ARTICLE 17 VACATIONS

Section 17.1 Vacation Leave

All full-time employees shall earn vacation time. Employees on leave of absence, suspension or layoff shall not accrue vacation time. Eligible employees shall earn vacation time in accordance with the following schedule:

- | | |
|----------------|--|
| After 1 year | 1 week to be taken in the second year |
| After 2 years | 2 weeks for the third and subsequent years |
| After 7 years | 3 weeks for the eighth and subsequent |
| After 12 years | 4 weeks for the thirteenth and subsequent |
| After 15 years | 4 weeks for the sixteenth year |
| After 16 years | 4 weeks and 1 day |
| After 17 years | 4 weeks and 2 days |
| After 18 years | 4 weeks and 3 days |
| After 19 years | 4 weeks and 4 days |
| After 20 years | 5 weeks |
| After 21 years | 5 weeks and one (1) day |
| After 22 years | 5 weeks and two (2) days |
| After 23 years | 5 weeks and three (3) days |
| After 24 years | 5 weeks and four (4) days |
| After 25 years | 5 weeks and five (5) days |

Section 17.2 Vacation Pay

All vacation leave will be paid for at the regular hourly rate and on the basis of their weekly work schedule. In the discretion of the Sheriff and subject to available budget funds, an employee may annually redeem up to one (1) week's vacation for pay in exceptional circumstances.

Section 17.3 Vacation Requests

To get priority for vacation (except for an occasional day which is taken as vacation leave) all employees must submit, in writing, to the Sheriff, a schedule of desired vacation on a quarterly basis. Vacation requests shall be made at least fifteen (15) days in advance of the posting of the work schedule. Conflicts in scheduling will be resolved in favor of the most senior employee in rank. At least five (5) days notice shall be given for a one (1) day leave. No employee shall be entitled to priority in selecting their vacation for more than two (2) weeks in each calendar year. No more than one (1) employee from each shift may be on vacation at the same time. The Sheriff agrees vacation request shall not be unreasonably denied and further agrees to make every effort to respond to vacation request in a timely manner.

Section 17.4 Termination

Any employee who has completed their probationary period who terminates County employment shall be paid for their accumulated vacation days at the rate of pay currently received by said employee. Any unused vacation days in the year of termination shall be pro-rated.

Section 17.5 Vacation Eligibility

No employee shall be entitled to any vacation, or pay therefore, until the employee has been on the payroll for a continuous period of at least twelve (12) months and has satisfactorily completed their probationary period. Vacation with pay will not be granted before vacation time has been earned.

Section 17.6 Cancelled Vacation

If a properly scheduled vacation must be cancelled by the Sheriff, the employee shall be paid their normal hourly rate for the lost vacation time. The Sheriff or the Sheriff's designee shall grant the vacation be rescheduled either the same calendar year or the following year.

Section 17.7 Vacation Pay Advance

If a regular payday falls during an employee's vacation and the employee is to be on vacation for two (2) weeks or longer, the employee will be entitled to receive that check in advance before going on vacation. An employee must make a request to the Sheriff for their check two (2) weeks before the payday if the employee expects to receive the check in advance. All authorized deductions due will be taken out of vacation checks at the time of issue.

ARTICLE 18 SICK LEAVE

Section 18.1 Sick Leave

Accumulated unused sick leave upon retirement shall be credited to additional retirement benefits under IMRF Sick leave shall be deducted on an hour for hour basis. Employees shall accumulate sick leave as follows:

<u>Years of Service</u>	<u>Accrual Per Month</u>		<u>Maximum Sick Leave Accum.</u>
	<u>8 Hr. Shift</u>	<u>12 Hr. Shift</u>	
0-1	4 Hours	9 Hours	6 duty days
Over 1 Year	8 Hours	10 Hours	Unlimited

Section 18.2 Use of Sick Leave

No employee will be permitted to take sick leave that has not yet been earned. Sick leave may be taken after six (6) months of employment for the following reasons: Any illness an employee may contract or any exposure to a contagious disease the employee may experience in which the health of others may be endangered by their attendance at duty or an illness of the immediate family, spouse, child, mother, father, or the employee's grandparents. For compensable injury or illness, to supplement the Worker's Compensation benefits, to equal such employee's regular rate of pay charged against sick leave bank. Any non-duty connected disability an employee may sustain, except for an injury that may be sustained while being in the employ of another during their off duty time which is covered by Worker's Compensation furnished by the other Employer.

Section 18.3 Medical Leave

(a) Physician's Verification: A doctor's written verification may be required as evidence of an employee or family illness or any injury prevented the employee's attendance at work for a period in excess of three (3) continuous days or in cases of multiple absences due to sick leave. Falsification of such evidence will be sufficient cause of disciplinary action.

(b) Sick Leave During Vacation: If an employee becomes ill while on vacation, the use of sick leave shall be granted only if written proof from a doctor is submitted describing the illness, the length of incapacity and further evidenced by a receipted bill for services of the attending physician. The employee shall return to work on the originally scheduled date unless that date is changed by their supervisor.

(c) Medical Examination: Employees suffering from a chronic or recurring illness necessitating absences in excess of the absences for which sick pay is payable may, at the Sheriff's option, be required to submit to an examination by a physician chosen by the Sheriff. If corrective surgery or other therapy is recommended to remedy or alleviate such illness and the employee does not submit to such surgery or therapy within reasonable time, the employee may be discharged due to such physical disability.

Section 18.4 Sick Leave Abuse Sanctions

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 Article 18: Section 18.2. In the case of the abuse of such sick leave, the employee shall not be paid for such leave taken nor shall the employee accrue any rights such as seniority or other rights. "Abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement. All employees agree to cooperate fully with the Department in verifying illness.

Section 18.5 Termination

Covered employees, upon termination with the proper two (2) weeks notice and who have five (5) years of completed service through eight (8) years of service will be compensated eight (8) hours of straight time pay for each unused accumulated sick day. Covered employees, who do not have five (5) years completed service or quits without the proper notice with or without the five (5) years of completed service or who are discharged for just cause will not be entitled to any compensation of accumulated sick pay.

ARTICLE 19 LEAVES OF ABSENCE WITHOUT PAY

Section 19.1 Leave of Absence Definition

The Sheriff may grant leaves of absence in his sole discretion. For the purpose of this Agreement, a leave of absence without pay shall be defined as all time for which a County employee is to be continued as an employee but not paid whether it is one (1) day or the maximum time allowable under the reason for the

leave. When an employee is granted a leave of absence without pay, the Sheriff commits to allowing the employee to return to work at the end of the leave to the same duties and the same salary that the employee was performing and earning when the employee went on leave. Any substitutes hired to fill in for employees on leaves of absence without pay should be hired accordingly, and laid off or discharged at the return of the employee on leave. If the employee's position is eliminated by the County Board or State or Federal enactment during his leave, the employee shall be placed first on the recall list for a vacancy in the Department for which the employee is qualified. When granted a leave of absence without pay, the employee commits to return to work at the end of the leave.

Section 19.2 Effect of Leaves Without Pay

- (a) Does not receive pay from the County.
- (b) Does not earn annual vacation leave.
- (c) Does not earn sick leave.
- (d) Has no time deducted from the employee's annual vacation leave or sick leave to cover the time off on the leave of absence without pay.
- (e) The employee does not earn any additional credit for seniority but retains the length of seniority credited at the beginning of the leave.
- (f) Remains a member of the Illinois Municipal Retirement System but cannot withdraw retirement contributions while on leave of absence, only on separation, and cannot pay retirement contributions.
- (g) The employee does not earn credit toward longevity pay, if any, or credit toward the rate of annual vacation leave or sick leave accumulation for the period covered by the leave.
- (h) Must pay any group hospitalization premiums falling due during any month which the employee has not worked the minimum hours required by the County insurance carrier. (Employees on such leave should contact payroll.)

Section 19.3 Types of Leave Without Pay

To cover time off because of personal illness beyond that covered by earned sick leave with pay.

1. To be used when the employee has exhausted their accumulations of earned sick leave with pay and earned annual vacation leave.
2. Not to exceed six (6) months for any one (1) leave, but may be renewed.
3. To be granted only on the written recommendation of the employee's physician and subject to the Sheriff verifying the supplied information by a medical professional chosen by Sheriff.

To cover time off because of a compensable injury beyond that covered by sick leave with pay and annual vacation leave with pay. To cover time off while running for County elected office filled by partisan election. If such a leave is requested, except no more than two (2) leaves may be granted for the purpose of running for elected office in any one (1) calendar year and each leave must be no less than fifteen (15) calendar days nor more than thirty (30) calendar days to cover disciplinary leaves (suspension without pay) or to cover time off because of personal reasons. Such leave requires the approval of the Sheriff and may not exceed six (6) months.

Section 19.4 Return from a Leave Without Pay

If an employee fails to return to County employment within three (3) days at the end of a leave of absence without pay, and no extension of the leave is granted, the employee must submit a resignation from County service. Failure to contact the Sheriff or the Sheriff's designee at the end of the leave shall be grounds for labeling the separation from County service a voluntary resignation. During any leave granted pursuant to the terms of this Agreement, regardless of being with or without pay, any employee may not be gainfully employed or independently self-employed without prior approval by the Sheriff. Violation of

the provisions contained within this Agreement shall subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement.

Section 19.5 Family and Medical Leave Act

The provisions of the Ogle County Personnel Policies as applied to the Family and Medical Leave Act are hereby adopted by reference. Said policies shall be in compliance with the requirements of the Family and Medical Leave Act of 1993 and any Federal regulations adopted there under, as they may be amended from time to time.

ARTICLE 20 PAID AND SPECIAL LEAVES OF ABSENCE

Section 20.1 Bereavement Leave

Employees will be granted up to three (3) days leave with no loss of compensation because of the death of the employee's spouse, child, step-child, parent, step-parent, sister, brother, mother-in-law, father-in-law, grandchild, grandparents, or anyone who raised the employee from childhood. One (1) day with pay may be granted for a military funeral in which an employee is an official participant. In the event of lengthy travel or for deaths of other than the immediate family, vacation days, compensatory time or sick leave to a maximum of three (3) days may be used, in addition to the above and subject to the operating needs of the Office. Written proof of relationship, death and/or funeral location may be required by the Sheriff prior to final approval of such leave.

Section 20.2 Jury Duty Leave

Employees on jury duty on scheduled work days shall be paid the wages the employee would have earned by working during straight time hours for the Employers on that day, for each day on which the employee reports for or performs jury duty and on which the employee otherwise would have been scheduled for work for the Employers. Such time will not be charged against the employee's annual leave or sick leave. An employee on a jury panel or appearing as a witness shall return to work for the balance of the day when the employee is excused by the court from further attendance. All monies of any kind paid to the member of the bargaining unit who is called for jury duty shall be signed off to the County of Ogle for the member of the bargaining unit to receive the benefits of this Section.

Section 20.3 Maternity Leave

Employees who become disabled due to pregnancy shall be entitled to use the benefits, vacation, compensatory time, sick leave or Illinois Municipal Retirement Fund disability leave subject to the following:

- A. The Sheriff shall be notified as soon as possible after medical confirmation of the pregnancy is received; such notice to include estimated date of delivery.
- B. An employee will not be allowed to return to work after delivery until she has supplied the Sheriff with a statement from her physician that she is physically and medically able to return to her duties as a County employee. A copy of this statement shall be forwarded to the personnel Department.
- C. In any case, if an employee has not returned to work within two (2) months after delivery, she shall provide a doctor's statement substantiating her continued disability and expected date of recovery. Employees failing to comply with this Section or failing to return to work when found able by their physician will be separated from County employment.
- D. Those employees desiring IMRF disability leave must meet the qualifications of IMRF for such leave. The Sheriff shall have the right to verify the condition of a member of the bargaining unit

who seeks the benefits of this Article; such verification by a medical professional to be paid solely by the Sheriffs' Office.

Section 20.4 Personal Days

Covered employees shall be allowed up to three (3) days of leave annually without loss of compensation for personal reasons. Employees must utilize personal days within the year they are granted or the personal days will be forfeited. In the event due to operational needs, an employee is denied personal days, that employee may carry over the time that was denied.

ARTICLE 21 HOURS OF WORK/OVERTIME

Section 21.1 Workday, Work Period and Work Schedules

Each employee shall be allowed a paid thirty (30) minute meal period per normal workday. This meal shall be considered out of service time during which the employee will be subject to priority calls. Employees will be allowed to take periodic breaks as long as they are not out of service and properly perform their duties. The work period is defined as a regularly recurring period of twenty-eight (28) days. An employee will be assigned to work up to one hundred seventy-one (171) hours in each work period. Employees working a twelve (12) hour day shall work fourteen (14) shifts each twenty-eight (28) days. Employees working a ten (10) hour day shall work a shift for four (4) consecutive days followed by three (3) consecutive days off. Employees working an eight (8) hour day shall work five (5) consecutive days followed by two (2) consecutive days off. Work schedules showing the employee's normal shifts, work days and hours shall be posted on all department bulletin boards at all times, at least fourteen (14) days prior to the beginning of schedule. In the event a need arises to alter the work schedule due to emergency and/or unanticipated reasons, the Sheriff or designee shall endeavor to provide at least a forty-eight (48) hour notice to the affected employee unless mutually waived by the affected employee.

Section 21.2 Overtime Payment and Procedure

All approved overtime in excess of one hundred seventy-one (171) hours required of an employee by reason of the employee's regular twenty-eight (28) day work period, shall receive time and one-half (1-1/2) times their actual hourly rate of pay for work performed in excess of that employee's regular work hours in a given work period. With the exception of sick leave all hours worked or paid as if worked shall count toward overtime accrual. Compensatory time may be paid in lieu of overtime payment if the employee in his discretion so elects. Compensatory time will be calculated at the same rate as overtime pay. Overtime rate shall be computed on the basis of completed fifteen (15) minutes segments. Patrol Officers and Corrections Officers, as part of their regularly scheduled shift are required to report for work ten (10) minutes prior to their regular scheduled starting time.

Section 21.3 Compensatory Time

Compensatory time may be accumulated up to one hundred twenty (120) replenishable hours. Employees may utilize compensatory time at their request, subject to operating needs. Any compensatory time earned shall be paid at the rate of time and one-half (1+1/2) for each hour earned. Compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the involved employee and their supervisor; permission to utilize compensatory time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected. The Sheriff or the Sheriff's designee agrees to endeavor to approve compensatory time within forty-eight (48) hours of the written submission by the employee. Compensatory time off shall be granted in blocks of the employee's normal tour of duty agreed upon between the employee and the supervisor or in increments of one (1) hour. All extra work will be posted whenever possible. Employees with more than one hundred twenty (120) hours will be paid for all hours over one hundred twenty (120) in a separate check within thirty (30) days after execution of the Agreement.

Section 21.4 Rest Periods

Employees shall be granted a minimum of eight (8) hours rest before having to report to duty if working an eight (8) hour shift. If the employee is called or scheduled to come back to work before the eight (8) hour rest time, the employee is eligible for those hours as overtime that would be the difference. The Employer will not send the employee home to prevent from paying overtime.

Section 21.5 Court and Call-Back Time

All employees who are required to report or work other than their regular scheduled shift, will receive a minimum of two (2) hours guarantee at time and one-half (1-1/2) their appropriate rate of pay called for under the terms of this Agreement. All employees required too appear in court in connection with their duties or where the County is a party in any legal proceeding which occurs outside their regularly scheduled shift shall receive a guaranteed minimum of two (2) hours at time and one-half (1+1/2) their appropriate rate of pay called for under the terms of this Agreement.

Section 21.6 Emergencies, Special Duty Assignments, Prisoner Transports, and Overtime Distribution

- (a) In the event of an emergency being declared by the Sheriff, or the Sheriff's designee, as many of the employees shall be continued on duty for such number of hours as may be necessary.
- (b) Special duty assignments, prisoner transports, and similar work will be offered, posted, to full-time personnel before part-time personnel. Detectives may become involved in active case prisoner transport.
- (c) If the Sheriff, in his sole discretion, determines there is a need for overtime, overtime shall be distributed as follows:
 - (i) The Sheriff will post overtime in a location known by all full-time covered members within their classification. The overtime will be awarded by seniority as defined in Article 14 and seniority within gender in instances where gender specific needs exist.
 - (ii) If no full-time covered member in the respective classification accepts the overtime, then the overtime will be offered to other qualified full-time covered members from other classifications by seniority. The compensation paid will be that classification's rate of overtime compensation based on their years of service. Example: A Patrol Deputy has ten (10) years of service and accepts to work overtime in Corrections; the Deputy's compensation rate would equal a ten (10) year Corrections Officer's overtime compensation rate from the appropriate wage schedule.
 - (iii) If no qualified full-time employee accepts the overtime, the overtime will be offered to a qualified part-time employee.
 - (iv) If no qualified part-time employee accepts the overtime assignment, then on a rotating basis, the least senior full-time covered member within that classification, or within that classification and gender in instances where gender specific needs exist, will be mandated to work the required overtime hours and will be paid at their overtime compensation rate. Once an employee has been mandated to work an overtime assignment, they will not be mandated again until all other employees within that classification have been mandated and worked an overtime assignment.

Section 21.7 Third Party Work

All requests from other persons, agencies or public bodies for off-duty personnel to work where the source of compensation is not Ogle County shall be posted for volunteer sign up. In the event bargaining unit personnel do not volunteer to work such duty, this posting requirement shall thereafter be null and void.

Section 21.8 Premium Rate of Exception

Overtime rates shall not be paid when more than a regular shift in a twenty-four (24) hour period is worked as a result of regular shift changes or as a result of employees trading shifts for their own convenience.

Section 21.9 Stand-By Pay

For every two (2) hours an employee is on stand-by will receive one (1) hour pay.

ARTICLE 22 WAGES/COMPENSATION/ALLOWANCES

Section 22.1 Wages

During the term of this Agreement, employees in the bargaining unit shall be paid according to the schedules hereto attached. Only employees employed as of December 1, 2013 shall be eligible for retroactive pay on all hours paid.

Section 22.2 Uniforms

- A. Uniforms shall continue to be furnished by the Employer in accordance with past practice.
- B. The Employer agrees to maintain accounts with cleaning and laundry establishments to provide for dry cleaning and laundering uniforms, the expense of which shall not exceed four hundred dollars (\$400.00) per year for each employee. Billings for such shall be made directly to the Employer by the vendor.

Section 22.3 Clothing Allowance

Detectives shall be allowed up to the following amounts per month for clothing allowance.

- A. Effective December 1, 2006 - \$100.00
- B. Cleaning allowance shall be the same as Section 22.2(b) above.

Section 22.4 Canine Compensation

Employees assigned to Canine commencing December 1, 2003 shall receive seven (7) hours at time and one-half (1+1/2) per month to cover duty and off-duty canine care activities.

Section 22.5 Detective On-Call Pay

Detectives who are placed on-call by the Employer shall receive fifty dollars (\$50) per month for each full month in which they serve in such capacity.

Section 22.6 Officer In Charge (OIC) Pay

Patrol/Corrections Officers acting as Officer-In-Charge (OIC) shall receive Sergeant pay for all hours served in that capacity. An officer may decline to act as OIC.

ARTICLE 23 INSURANCE AND PENSION

Section 23.1 Health Insurance

The County shall provide group health insurance plan coverage as provided pursuant to the terms of Section 23.4. The County will pay seventy-five percent (75%) of the premium or premium equivalent and

the employee will pay the remaining twenty-five percent (25%) for the following types of coverage offered: a) employee; b) employee plus one (1) dependent; c) employee plus two (2) or more dependents.

Section 23.2 Pension

Employers shall continue to contribute on behalf of the employees to the Illinois Municipal Retirement Fund in the amount the Employers are required to contribute by State Statute.

Section 23.3 Health Insurance Payments for Retirees

The County shall begin to contribute fifty percent (50%) of the cost of single health insurance coverage through the County policy when the employee retires after at least meeting the minimum age and time statutory requirement of their pension fund, or retires on a duty related disability pension. This contribution shall continue until the employee reaches the age at which Medicare coverage begins. An employee who collects a pension through IMRF shall have fifty percent (50%) of the cost of premiums paid by the County.

Section 23.4 Health Care Planning Committee

The County and the Union agree to be parties to an agreement creating the Joint Labor/Management Health Care Planning Committee of Ogle County, and agree that the health care planning committee shall have the authority to review the current health insurance program and to investigate and develop alternatives to that program. The committee is charged with the administration of the Ogle County Health Plan and is empowered by all participating bargaining units and Ogle County to make collective decisions regarding the benefits, coverage levels and premiums. During the term of the Health Care Planning Committee Agreement (Attached as Appendix "E": Health Care Planning Committee), each of the parties waives any rights to bargain over the subject of health care or health insurance or to impose other terms or to strike or arbitrate concerning other terms for health care coverage or benefits, except as may be provided in said Agreement.

ARTICLE 24 LABOR MANAGEMENT/SAFETY COMMITTEE

Section 24.1 Labor Management Conferences

The Union and the Employers mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Sheriff and County Board. The Employers and the Union 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. 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 and locations 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 Union of changes in non-bargaining conditions of employment contemplated by the Employers which may affect employees. The Union agrees to notify the Employers of non-bargaining conditions of employment contemplated by the Union which may affect the Employers.
- (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.

Section 24.2 Integrity of Grievance Procedure

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievance being processed under the grievance procedure shall not be discussed in detail at labor management conferences, and any such discussion of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the Employers and the Union, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 24.3 Safety Issues

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

Section 24.4 Union 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).

Article 25 F.O.P. REPRESENTATIVES

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

Section 25.1 Attendance at Labor Council Meetings

Subject to the need for orderly scheduling and emergencies, the Employers agrees that designated members of the Labor Council shall be permitted reasonable time off to attend general, board, or special meetings of the Labor Council, provided that at least forty-eight (48) hours notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such officials and employees shall be certified in writing to the Employer. Employees may utilize accumulated paid leave.

Section 25.2 Grievance Processing

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

Section 25.3 F.O.P. Delegates

Any employee(s) chosen as delegate(s) to an F.O.P. State or National Conference will, upon written application approved by the Labor Council and submitted to the Employer with at least fourteen (14) days notice, be given an approved paid leave utilizing accumulated paid leave for the period of time required to attend such convention or conference. This period of time shall not exceed two (2) workdays annually. No more than two (2) employees per bargaining unit may take leave as a delegate under this provision.

Section 25.4 Labor Council Negotiating Team

Members designated as being on the Labor Council negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Labor Council negotiating team member is in regular day off status on the day of negotiations, the employee will not be compensated for attending the session.

ARTICLE 26 GENERAL PROVISIONS

Section 26.1 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 26.2 Work Rules

Work rules of the Ogle County Sheriff which are not specifically in conflict with this Agreement shall continue in full force and effect.

Section 26.3 Disability Income

Any Patrol Deputy, Correctional Officer or Detective covered by the terms of this Agreement who is legitimately absent from work on account of injury or illness incurred while acting in the line of duty for any period not exceeding twelve (12) months shall receive full pay and benefits for the period of absence, provided by such injury or illness. The Employer agrees to abide by the provisions of 5 ILCS 345/1.

Section 26.4 Worker's Compensation

The Employers agree to cooperate toward the prompt settlement of employee's on-the-job injury and sickness claims when such claims are due and owing. The Employers shall provide Worker's Compensation protection for all employees. Employees on compensable injury under Worker's Compensation may use sick leave or annual vacation leave to make up the difference between Worker's Compensation benefits and the employee's regular wage, less deductions. Employees on compensable injury placed on a leave of absence shall continue to accumulate seniority.

Section 26.5 Unemployment Compensation

The Employers will provide for all employees of the bargaining unit unemployment compensation as prescribed by law. Such unemployment compensation shall provide the maximum coverage by law for each employee of the bargaining unit.

Section 26.6 Unsafe Equipment

A. The Employers shall not require employees to take out on the streets or highway any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. If an employee refuses to operate said equipment without justification, said employee may be subject to disciplinary action, including discharge. "Justification" shall mean that the operation of the vehicle would cause proximate danger to the employee or the public as determined by a mechanic, or, in the event of dispute, by another mechanic both being from an established garage or dealership.

B. The Employers shall not require a member of this bargaining unit to use, operate or carry any equipment that is in disrepair, which malfunctions, or is unsafe where such disrepair, malfunction or unsafe status would result in proximate danger to the employee or the public in the assigned activity.

Section 26.7 Loss or Damage by Employee

Employees shall not be charged for loss or damage to Employer's equipment and/or property unless a preponderance of the evidence shows negligence.

Section 26.8 Accidents

Any employee involved in any accident shall immediately report said accident and any physical injury sustained to their Command Officer. When required by the Sheriff or the Sheriff's designee, the employee, before ending his current shift, on forms provided by the Sheriff or the Sheriff's designee, shall make out an accident report, in writing, and shall turn in all available names and addresses of witnesses to

any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Sheriff.

Section 26.9 Equipment Reports

A. Employees shall immediately, (or at least by the end of their shift), report all defects of equipment. Such report shall be made on a suitable form furnished by the Sheriff and shall be made in multiple copies; one (1) copy to be retained by the employee.

B. When the occasion arises where an employee gives written report on forms in use by the Sheriff of a vehicle being in an unsafe operating condition for the assigned activity, and receives no consideration from the Sheriff, the employee shall take the matter up with the Officers of the Union who will take the matter up with the Sheriff.

Section 26.10 Individual Agreements

Absent written authorization from the Union, the joint Employers herein are prohibited from entering into individual agreements with covered employees that are contrary to the express provisions of this Agreement.

Section 26.11 Union Copy

County agrees to mail to the Union a copy of any proposed policy change prior to implementation.

ARTICLE 27 SAVINGS CLAUSE

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

ARTICLE 28 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 29 DURATION AND SIGNATURE

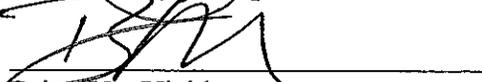
This Agreement shall be effective from December 1, 2013, and shall remain in full force and effect until November 30, 2017. It shall continue in effect from year to year thereafter unless notice of "Demand to Bargain" is given in writing by certified mail by either party to the other not more than one-hundred and twenty (120) days nor less than ninety (90) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

IN WITNESS WHEREOF, the parties hereto have affixed their signature this 23 day of February, 2015.

FOR THE EMPLOYER:



Kim Gouker
Ogle County Chairperson



Brian VanVickle
Sheriff of Ogle County

FOR THE UNION:



Shawn Roselieb
Illinois FOP Labor Council



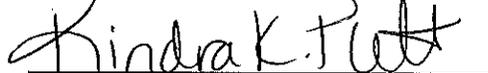
Doug Lockard



Chad Gallick



Dan Daub



Kindra Plett



Carla Hill



Rachel Williams

WAGE SCHEDULE

Patrol, Corrections, Court Security & Bailiff					
Year	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
	12/1/2012	12/1/2013	12/1/2014	12/1/2015	12/1/2016
		2.00%	2.25%	2.90%	3.00%
1	\$41,144	\$41,967	\$42,911	\$44,156	\$45,480
2	\$43,217	\$44,081	\$45,073	\$46,380	\$47,772
3	\$45,292	\$46,198	\$47,237	\$48,607	\$50,065
4	\$47,364	\$48,311	\$49,398	\$50,831	\$52,356
5	\$49,438	\$50,427	\$51,561	\$53,057	\$54,648
6	\$51,511	\$52,541	\$53,723	\$55,281	\$56,940
7	\$53,584	\$54,656	\$55,885	\$57,506	\$59,231
8	\$55,661	\$56,774	\$58,052	\$59,735	\$61,527
9	\$57,741	\$58,896	\$60,221	\$61,967	\$63,826
10	\$59,895	\$61,093	\$62,467	\$64,279	\$66,207
15	\$63,863	\$65,140	\$66,606	\$68,537	\$70,594

Fiscal year (FY) begins on December 1 of each year.

Shift Differential: For all shifts other than Day Shift & Detectives is \$0.75 per hour

Detective Pay of \$1.00 per hour added to the base.

WAGE SCHEDULE

Civilian Corrections Clerk (Control 3)					
Year	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
	12/1/2012	12/1/2013	12/1/2014	12/1/2015	12/1/2016
		2.00%	2.25%	2.90%	3.00%
1	\$29,417	\$30,005	\$30,680	\$31,570	\$32,517
2	\$30,590	\$31,202	\$31,904	\$32,829	\$33,814
3	\$31,763	\$32,398	\$33,127	\$34,088	\$35,111
4	\$32,936	\$33,595	\$34,351	\$35,347	\$36,407
5	\$34,108	\$34,790	\$35,573	\$36,605	\$37,703
6	\$35,282	\$35,988	\$36,797	\$37,864	\$39,000
7	\$36,455	\$37,184	\$38,021	\$39,123	\$40,297
8	\$37,627	\$38,380	\$39,243	\$40,381	\$41,593
9	\$38,800	\$39,576	\$40,466	\$41,640	\$42,889
10	\$39,972	\$40,771	\$41,689	\$42,898	\$44,185
15	\$42,370	\$43,218	\$44,190	\$45,472	\$46,836

Fiscal year (FY) begins on December 1 of each year. Add Step 15 effective 12/1/13.

Shift Differential: For all shifts other than Day Shift is \$0.75 per hour

WAGE SCHEDULE

Regular part-time employees in the job classifications of Corrections Officer, Bailiff, Courthouse Security, Civilian Corrections Clerk and Control 3 Personnel shall be paid at the following rates per hour:

Part-Time Employees					
Year	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
	12/1/2012	12/1/2013	12/1/2014	12/1/2015	12/1/2016
	\$13.45	\$13.45	\$13.45	\$13.45	\$13.45

**SIDE LETTER OF AGREEMENT
REGARDING THE HEALTH INSURANCE COMMITTEE**

The County of Ogle/Sheriff of Ogle County agree that the Union will be permitted to designate one employee representative to attend meetings of the County's Health Insurance Committee to represent the interests of the bargaining unit represented by the Illinois Fraternal Order of Police Labor Council. If the representative is on duty, time spent by the representative attending the meeting shall be paid time.

FOR THE EMPLOYER:

Ed Rice
Ogle County Chairperson

Gregory A. Beitel
Ogle County Sheriff

Michael Harn
Sheriff-Elect of Ogle County

FOR THE UNION:

Kevin S. Krug
Illinois FOP Labor Council

Jason Clark

Daniel Daub

Kari Aupperle

Kindra Plett

Chad Gallick

Chris Thiel

APPENDIX A

DUES AUTHORIZATION FORM

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCKTOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____, hereby authorize my Joint Employers, Sheriff of Ogle County and the County of Ogle, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.)

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal Email: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.



APPENDIX B GRIEVANCE

Date Filed: _____
Department: _____

Grievant's Name: _____
Last First M.I.

Lodge/Unit No. / Year / Grievance No.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s)/Sections(s) violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No. / Year / Grievance No.

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



APPENDIX C

SENIORITY LIST

DETECTIVES

PATROL

CORRECTIONS OFFICER

COURT SECURITY/BAILIFF CORRECTIONS CONTROL CLERK

Patrol

Rodney Smith	09/04/90
Kevin Colloton	03/01/96
Jason Clark	11/13/00
Danielle Hardesty	08/20/01
Neal Minnis	09/01/01
Jeremy Pennington	04/16/05
Robert Gemmell	07/11/05
Nicanor Anaya	04/15/06
Joshua Anderson	10/16/06
Ross Dillon	03/01/08
Chris Thiel	03/16/08
Michael Halfman	12/01/11
Evan Ruggeberg	06/01/13
Justin Diehl	02/06/14

Corrections

Kindra Plett	11/01/05
Richard Krug Jr	01/30/06
Juan Carreno	12/01/06
Carla Hill	12/01/06
Anne Arneson	08/20/07
Greg Bergin	11/01/07
David Rivera	08/16/08
Bill White	09/16/08
Christopher Cash	01/01/12
Justin Merry	03/01/13
Mackenzie Grell	05/01/14
Danielle VanOosten	07/01/14
Samuel Gendusa	11/16/14

Detectives

Doug Lockard	09/23/95
Brian Ketter	08/17/98
Chad Gallick	10/23/00
Jason Plumb	03/16/08

Court Security /Bailiff

David Garard	10/25/91
Cheri Brodzik	02/01/95
Kevin Dewey	03/12/95
Daniel Daub	09/01/99

Corrections Control Clerks

Sharon Tucker	06/14/00
Kari Aupperle	10/01/03
Rachel Williams	02/16/13
Wendy Wescott	04/16/13

Effective January 26, 2015

APPENDIX D

ELECTION WAIVER AND RELEASE FORM FOR PATROL

THE EMPLOYEE IS TO EXECUTE ONE (1) OPTION, BUT NOT BOTH, OF THE FOLLOWING OPTIONS IN ORDER TO ELECT THE FORUM IN WHICH TO APPEAL DISCIPLINARY ACTIONS.

The Sheriff of Ogle County and the County of Ogle and the Illinois Fraternal Order of Police Labor Council have negotiated an alternative procedure and process based upon the Dispute Resolution and Grievance Procedure provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of disciplinary action or discharge. The employee upon written notification of the disciplinary action has ten (10) business days, Saturday, Sunday and holidays shall be excluded, to select via the Election Waiver and Release Form; Appendix D, the option the employee has selected to appeal the disciplinary action. Once the employee has made the election, no changes will be allowed and such denoted election constitutes a waiver to use the other appeal process not selected. The parties agree (Sheriff of Ogle County/Ogle County) that the Sheriff or the Sheriff's agent for the Employers has the right to implement disciplinary action up to and including termination of a covered member for just cause only. Once the employee has selected the desired option, no processing, review, implementation or relief shall be available per the option not selected and such shall act as a waiver and release from using the other option not selected.

OPTION 1: ELECTION TO USE THE DISPUTE RESOLUTION AND GRIEVANCE ARBITRATION PROCEDURE IN THE COLLECTIVE BARGAINING AGREEMENT AND TO WAIVE USING THE OGLE COUNTY SHERIFF'S OFFICE MERIT COMMISSION APPEAL PROCESS:

I, _____, being proposed for discipline by the Sheriff (including suspension from duty with or without pay, disciplinary demotion or termination of employment) hereby elect to pursue a grievance over such discipline according to the appropriate provisions of the Collective Bargaining Agreement between the County of Ogle/Ogle County Sheriff, and the Illinois Fraternal Order of Police Labor Council. I acknowledge that by making this election to use the Dispute Resolution and Grievance Arbitration Procedure in the Collective Bargaining Agreement to appeal the discipline, I am waiving the rights and remedies of the alternative review or appeal procedure available to me by the Ogle County Sheriff's Office Merit Commission Act (55 ILCS 5/3-8001 et seq. Furthermore, I acknowledge and agree that execution of the Election Waiver and Release Form shall be a prerequisite to processing of any grievance concerning the disciplinary action of me by the Sheriff. By selecting the grievance process alternative, I, and the parties to this agreement, acknowledge that the Sheriff has the right to unilaterally impose the discipline immediately, subject to possible later modification or reversal by an arbitrator. By election to file a grievance over my suspension (Paid or Unpaid), disciplinary demotion or discharge, I hereby release the County of Ogle, Ogle County Sheriff, the Ogle County Sheriff's Office Merit Commission and the Illinois Fraternal Order of Police Labor Council, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability per my election.

OPTION 2: ELECTION TO USE THE OGLE COUNTY SHERIFF'S OFFICE MERIT COMMISSION APPEAL PROCESS AND TO WAIVE USING THE DISPUTE RESOLUTION AND GRIEVANCE ARBITRATION PROCEDURE IN THE COLLECTIVE BARGAINING AGREEMENT

I, _____, being proposed for discipline by the Sheriff (including suspension from duty with or without pay, disciplinary demotion or termination of employment) hereby elect to pursue an appeal over such discipline according to the Ogle County Sheriff's Office Merit Commission Act (55 ILCS 5/3-8001 et seq. I acknowledge that by making this election to use the Ogle County Sheriff's Office Merit Commission Act (55 ILCS 5/3-8001 et seq., I am waiving the rights and remedies of the alternative review or appeal procedure available to me by the Dispute Resolution and Grievance Arbitration Procedure in the Collective Bargaining Agreement Furthermore, I acknowledge and agree that execution of the Election Waiver and Release Form shall be a prerequisite to processing of any appeal concerning the proposed discipline of me by the Sheriff. By selecting the Ogle County Sheriff's Office Merit Commission alternative, I hereby acknowledge that charges will be filed requesting my suspension without pay, disciplinary demotion or my termination to the Ogle County Sheriff's Office Merit Commission. By election to appeal my suspension (Paid or Unpaid), disciplinary demotion or discharge with the Ogle County Sheriff's Office Merit Commission, I hereby release the County of Ogle, Ogle County Sheriff, the Ogle County Sheriff's Office Merit Commission and the Illinois Fraternal Order of Police Labor Council, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability per my election.

Signed this _____ day of _____, 20__.

By: _____
Print Employee Name

By: _____
Signature of Employee

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public, Illinois.

My commission expires _____

Received by the Sheriff's Office: _____, 20__

Cc. Illinois Fraternal Order of Police Labor Council
Employee
File

APPENDIX E

HEALTH CARE PLANNING COMMITTEE

**AGREEMENT FOR JOINT LABOR/MANAGEMENT
HEALTH CARE PLANNING COMMITTEE
COUNTY OF OGLE**

WHEREAS, the County of Ogle offers a program of group health care coverage to its employees and retirees and their dependents through a self-funded arrangement; and

WHEREAS, the parties to this Agreement, as set forth below in Paragraph 1, after having met, discussed and evaluated the operation and structure of the previous Health Care Planning Committee, herein "the Committee", have mutually agreed to changes in the structure and operation of the Committee; and

WHEREAS, a consensus has been reached among the Board of the County of Ogle, the exclusive representatives of the County employees pursuant to the Illinois Public Labor Relations Act, County Employees not so represented by an exclusive representative, and the retired County employees who participate in the County of Ogle Employee Health Benefit Plan, and the Administration of the County, that a Joint Labor/Management Health Care Planning Committee (hereinafter "Committee") appears to be the most effective option for dealing with the problem of maintaining quality health care, for the County employees and retirees, while controlling costs.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

1. The parties to this Agreement are as follows:

County of Ogle
Illinois Fraternal Order of Police Labor Council
Teamsters 722

2. Each of the parties hereby agrees to the Health Benefit Plan attached hereto and incorporated herein as set forth in Attachment 1.

3. The plan as described in Attachment 1 shall continue in force as the County of Ogle Health Benefit Plan for the term of this agreement unless modified as provided in Paragraph 4. It is understood and agreed that if any provision of the Plan is or shall be prohibited or limited by law or any modification be required by law, the necessary revisions to the Plan shall be made as required by law.

4. The provisions of the Plan as described in Attachment 1 may be modified only upon 75% or 3/4 vote of the total number of members of the Committee, . The modified Plan will then be put into effect, unless 75% or 3/4th of the total number of County Board members vote not to approve the Committee's modification to the plan within sixty (60) calendar days of the vote by this Committee to modify the Plan. As an example, nine members of a 12 member committee would be required to vote for a change in order to modify the provisions of the Plan. In order to reject the modifications, 18 of the 24 County Board Members would have to vote, at the same board meeting, within 60 days of the committee recommending the change, to reject the modifications.

Each party shall have the right to discuss all proposed changes with its membership and seek their input prior to any final vote.

5. Each of the parties has full authority of its governing board, its membership, or whatever group or subgroup within its structure who would have the ultimate authority to enter into this Agreement. Each of the parties represents to each of the parties as an inducement to enter into this Agreement that it has such authority and that it intends to and does bind itself and each of its members to the terms of the Agreement. For the term of this agreement this Committee shall be the exclusive forum for dealing with non-work related health care issues, including but not limited to: the health plan design and benefit levels; deductibles, co-pays and out-of-pocket costs; premium levels; participant eligibility and general coverage; and, claims levels and appeals. During said period each of the parties waives any rights to bargain over the subject of health care or health insurance or to impose other terms or to strike or arbitrate concerning other terms for health care coverage or benefits except for the cost sharing of health insurance premiums. As provided in paragraph 4 above, however, each party reserves the right to discuss all changes with its membership.

Changes in the cost sharing of health insurance premiums between each labor group and the County of Ogle may be bargained individually by the parties as provided by law, or established by the County Ogle for those non-represented employees or retirees.

The parties agree that should any dispute concerning the interpretation or application of this Agreement arise between any two or more of them which cannot be resolved after good faith efforts, it shall be submitted to binding arbitration pursuant to the terms of the Uniform Arbitration Act (7 10 ILCS 51 1 et seq.). It is understood that this provision for arbitration shall not apply to operation of the Plan itself or to any individual claims or disputes under the Plan.

To select an arbitrator, the parties in dispute, by joint letter, shall request that the Federal Mediation and Conciliation Service (FMCS) submit a panel list of seven (7) arbitrators, all with National Academy of Arbitrators (NAA) credentials. The representatives of the parties shall meet within ten (10) days of their receipt of this list from FMCS and engage in a mutual striking process to select an arbitrator. Each party shall have the right to reject one entire list, provided such rejection occurs within five (5) days of the receipt of the list. The parties shall alternatively strike a name from the list until there is one name remaining, with the order of striking to be determined by coin toss. The arbitrator shall be notified of his/her selection by joint letter, requesting that a hearing be scheduled in Oregon, Illinois, on mutually agreed dates, subject to the reasonable availability of the parties and their representatives.

The parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The parties have the right to request the arbitrator to require the presence of witnesses and/or reasonable documents. Employees of the County called to testify at the arbitration shall be released from duty for such purposes without loss of pay or benefits. The arbitrator shall have no authority to amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement. The arbitrator shall consider and decide the issue(s) presented and fashion an appropriate remedy. The arbitrator's decision shall be rendered and delivered in writing to the parties within thirty (30) days of the close of the hearings or the submission of post hearing briefs, whichever is later. Post hearing briefs shall be filed simultaneously by the parties on the date established by the arbitrator. Fees and expenses of the arbitrator, the cost of the hearing room, and the cost of a court reporter to provide a written transcript for the arbitrator shall be shared equally by the parties. If either party desires a verbatim record of the proceedings, it shall pay for the cost of its copy.

6. The parties to this Agreement, in consideration of their mutual undertakings and obligation, mutually agree for the term of this agreement, that this Agreement represents a collectively bargained agreement between and among all of the parties and that no provision concerning this plan shall be raised as an issue

in any other collective bargaining agreement, contract or negotiations between those exclusive representatives and the County of Ogle. It is further understood and agreed that this Agreement does not represent a collectively bargained agreement between the County and Elected Official and its non-represented employees nor between the County of Ogle and the retired employees of the County, either individually or collectively, nor does it represent any undertaking to bargain with any exclusive representative concerning insurance, health care, or any other benefit or provision with the retirees who are or were members of any bargaining unit.

7. The Health Care Planning Committee shall be composed of twelve (12) regular members appointed by the parties as follows:

- a. Three (3) members of the County Board;
- b. Three (3) elected officials or department head, all of which must be participants in the plan, and at least one of which must have unionized employees;
- c. Three (3) employees represented by the FOP;
- d. One (1) employee that is a member of a bargaining unit represented by the Teamsters; and
- e. Two (2) non-union employees of which one shall be appointed by the FOP and the other shall be appointed by the Teamsters.

Members of the Committee shall be appointed for a term to be determined by the committee unless sooner replaced by the appointing authority. Recognizing the need for stability in the Committee, each of the parties and participating groups agree insofar as it is practical to maintain the same representatives on the Committee for the term of this Agreement. If it becomes necessary to replace one of its previously designated representatives, such party or group will notify the co-chairs of the Committee in writing as soon as practical and not less than five (5) days prior to any regular Committee meeting.

8. The Committee shall determine its own internal structure, including arrangement for subcommittees and co-chairing of the Committee and subcommittees. Both Labor and Management shall be represented by co-chairs and within the membership of all subcommittees. Labor and Management Committee co-chairs shall be elected by majority vote of their regular Committee members.

The Committee shall establish its long-term and short-term goals, as well as reasonable benchmarks for measuring the progress toward achieving those goals. The Committee shall revise and update its current mission and established goals within six (6) months of execution of this Agreement and present the revised mission and goals to the County Board for review and discussion. On an annual basis no later than December 1 of each calendar year, the Committee co-chairs will present to the County Board an analysis of the condition of the County's health plan including but not limited to cost, plan design, plan costs as compared to external market comparisons, the performance of the plan measured against the revised mission, goals, and benchmarks established by the Committee's members. Each committee meeting whether, regular, special, or subcommittee, shall follow an official agenda prepared and distributed at least forty eight (48) hours in advance of said meeting. Agenda items for consideration may be placed in writing by any member on the Committee; however only items placed upon the official agenda shall be discussed during any committee meeting. Other items not on the agenda may be only discussed, in a non-binding fashion, if approved by the majority of those members in attendance. Official agendas shall be prepared by the Committee co-chairs through input from the Committee members.

The Committee co-chairs will report the activities of the Committee to the Ogle County Board monthly in the appropriate meeting forum, whether it be closed or open session of the County Board, depending upon the nature of the report. The minutes of all regular and special Committee meetings shall be posted on the Committee's web site or employee bulletin boards.

9. The Committee shall meet monthly on a regular basis, preferably on an established regular meeting date. The Committee may meet more frequently if needs require. Additional meetings may be called as necessary at the direction of the co-chairs. Special meetings shall be called upon demand of any three of the regular members submitted in writing to the co-chairs. Meetings shall be called with a minimum of 10 working days notice to the members. Working days shall be defined as days that the Ogle County Courthouse is open for business. In order for a quorum to be present at a regular meeting, at least 51 % of the overall Committee membership shall be in attendance. If an emergency meeting is necessary in the opinion of the co-chairs, the 10-day notice requirement can be waived. However, in order for a quorum to be determined to be present at an emergency meeting, at least 1 member from each represented bargaining unit and county administration shall be in attendance.

10. Employees who are on duty shall be granted time off work to attend Committee and sub-committee meetings and be paid at the appropriate rate when attending said meetings. There shall be no compensation paid by the County for attendance at meetings when employees are not on duty.

11. The Committee staff shall be selected and appointed from available qualified County staff.

12. The parties agree that for the term of this agreement, the existing fund balance in the County Health Insurance Fund shall be utilized in an effort to control costs for all parties to the plan. The Health Care Planning Committee shall develop a program for utilizing the fund balances.

13. The parties agree that the importance of a strong program to improve health and promote wellness of plan participants cannot be underestimated in providing for a high quality of life for plan participants as well as controlling costs in the long-term for the plan. Accordingly, the Committee agrees that it will set aside funds each year in it's planning for health plan expenses to provide for a pro-active Wellness program.

14. In the event that, after reasonable effort, the Health Care Planning Committee is unable to reach agreement or the health care plan is not approved by the County Board and the parties, the Health Care Planning Committee may be dissolved upon three or more parties to the agreement providing written notice of intent to withdraw from participation to the Committee Co-Chairs. Should fewer than three parties to the agreement request to dissolve the Committee, the committee shall continue with full participation from all parties to the agreement. In the event that such dissolution occurs, any party to this agreement may demand to bargain over the issue of health insurance. Until the outcome of such negotiations is determined, the plan shall remain unchanged as of the date of dissolution.

15. It is understood and agreed that the County of Ogle, being a County, that this Agreement and all actions, procedures, and processes under this Agreement are subject to all of the statutes and ordinances governing the conduct of Counties, including but not limited to, requirements for bidding and contracting for the provisions of goods and services and compliance with all legal provisions for equal employment opportunity and affirmative action applicable to the County of any other party.

16. This Agreement shall remain in full force and effect for a period of four (4) years from the date hereof. This agreement shall remain in effect from year to year after the expiration date unless one or more of the parties serves notice on the others of their wish to modify or terminate this agreement.

In the event that such notice is served, all parties to this Agreement agree to meet within thirty (30) days to begin good faith negotiations for a successor agreement. If no agreement can be reached within ninety (90) days after the parties begin good faith negotiations, the parties agree to request the services of a mediator through the Federal Mediation and Conciliation Service (FMCS) in an attempt to reach resolution in the dispute. If no agreement can be reached with the assistance of a FMCS mediator, the parties may then pursue the matter through interest arbitration. Until such resolution procedure is complete and final, this Agreement shall remain in full force and effect, and the Committee shall continue with the full participation from all parties to the agreement.

In the event the Committee is ever dissolved, any party to this Agreement may demand to bargain over the issue of health insurance. Until the outcome of such negotiations is determined and until any impasse resolution procedure is complete, the plan shall remain unchanged as of the date of dissolution.

LETTER OF UNDERSTANDING

This Agreement is entered into by the County of Ogle, a body politic, by its duly constituted County Board and the Sheriff of Ogle County, hereinafter also referred to as the "Employers", and the Illinois Fraternal Order of Police Labor Council, hereinafter also referred to as the "Union". The purpose of this Letter of Understanding is to address the wage and step agreement the parties have agreed covering the period from December 1, 2010 through November 30, 2011 only. The Illinois Fraternal Order of Police Labor Council and its membership (Units A & B) have agreed to a temporary wage and step freeze only for the period covering December 1, 2010 through November, 30, 2011. The parties further agree, that effective December 1, 2011, the annual step movement provided in the wage schedules shall resume, provided that the step movement for fiscal year 2012 (December 1, 2011 through November 30, 2012) will be a one-step increase from the step which the bargaining unit member occupied as of November 30, 2010. The parties further agree that it is not the intent of the parties to "make-up" the frozen step during the term of this Agreement, but does not negate the parties negotiating such in the future. It is also agreed to, that movement through the steps applicable for individuals in the steps effective December 1, 2011 will be as to the practice and continuing except as denoted. The temporary freezing of step and cola increases for the period covering December 1, 2010 through November 30, 2011 does not constitute a precedent in future step or cola increases as negotiated in the Collective Bargaining Agreement. This Letter of Understanding provides for an orderly collective bargaining relationship between the Employers and the Union representing the employees in the bargaining unit, and to make clear this is a temporary agreement to freeze the step and cola increase for the term covering December 1, 2010 through November 30, 2011.

The Ogle County Board and the Sheriff of Ogle County agree that no current full-time employee covered by the Collective Bargaining Agreement will be laid-off or reduced covering the period from October 29, 2010 through November 30, 2011.

The Ogle County Board and the Sheriff of Ogle County agree that the Health Insurance currently provided will not have any increases be implemented to covered staff, nor will any of the current benefit levels or employee out of pocket expenses increase above the current rates in place as of October 29th, 2010 through November 30, 2011.

In consideration of mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative do mutually covenant and agree.

IN WITNESS WHEREOF, the parties hereto have affixed their signature this _____ day of December, 2010.

FOR THE COUNTY OF OGLE:

Ed. Rice
Ogle County Chairperson

Gregory A. Beitel
Sheriff of Ogle County

Michael Harn
Sheriff-Elect of Ogle County

FOR THE UNION:

Kevin S. Krug
Illinois Fraternal Order of Police

Kari Aupperie

Daniel Daub

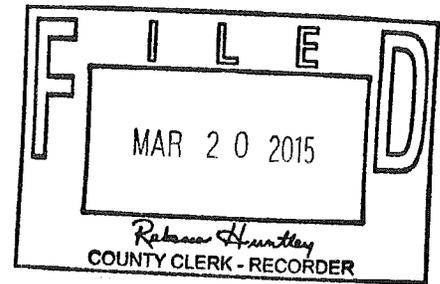
Kinda Plett

Chris Thiel

Chad Gallick

Jason Clark

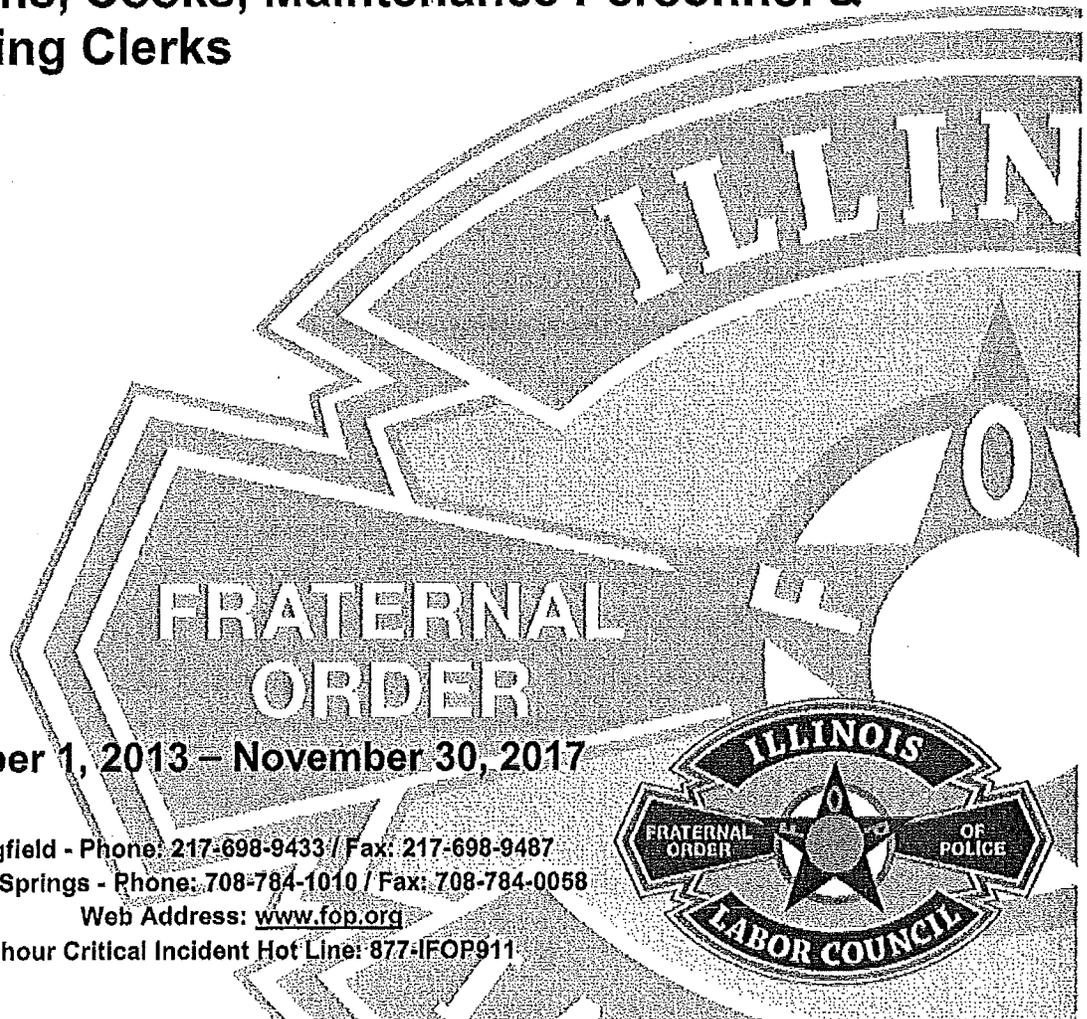
ILLINOIS FOP LABOR COUNCIL



and

COUNTY OF OGLE & OGLE COUNTY SHERIFF

Clerk Typist, Telecommunicators, Switchboard
Operations, Cooks, Maintenance Personnel &
Accounting Clerks



December 1, 2013 – November 30, 2017

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911

AGREEMENT

BETWEEN

COUNTY OF OGLE AND

OGLE COUNTY SHERIFF

AND

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL**

REPRESENTING

OGLE COUNTY SHERIFF'S DEPARTMENT

**CLERK TYPIST, TELECOMMUNICATORS, SWITCHBOARD
OPERATIONS,
COOKS, MAINTENANCE PERSONNEL AND ACCOUNTING
CLERKS**

December 1, 2013 – November 30, 2017

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PREAMBLE

This Agreement is entered into by the County of Ogle, a body politic, by its duly constituted County Board and the Sheriff of Ogle County, hereinafter referred to as the "Employers", and the Illinois Fraternal Order of Police Labor Council, hereinafter referred to as the "Union". The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employers and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. This Agreement is to be interpreted and applied consistent with the law of the State of Illinois. 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 1 RECOGNITION

Section 1.1 Unit Descriptions

The Employers hereby recognize the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, and other terms and conditions of employment for the following:

UNIT C:

Included: All full-time and regular part-time clerk typists, Supervisor of Telecommunicators, Telecommunicators, switchboard operators, cooks, maintenance personnel and accounting clerks.

Excluded: Administrative Assistant, Sheriff's Secretary, Assistant Coroner, and Assistant EMA (formerly ESDA) Coordinator, and all confidential, managerial or supervisor employees excluded under the Act.

Section 1.2 Supervisors

Supervisors may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and/or situations where the on-duty supervisor determines that the then readily available for duty bargaining unit personnel are not as proficient to perform the task necessary to be accomplished by the on-duty supervisor or where such work is necessary to train a bargaining unit employee such work by supervisors shall not cause any layoffs, reduction in the work force by attrition or other means or reduction in regularly scheduled hours. Supervisors shall not be assigned to perform the duties of a vacant position in the bargaining unit for more than thirty (30) days if a valid merit commission eligibility list exists or more than ninety (90) days if a new eligibility list must be created, subject to the availability of budgeted Funds.

Section 1.3 Part-time Employees

The Employer may continue to utilize the services of part-time employees to perform bargaining unit work, but such utilization shall not cause layoffs, reduction in force or reduction in regular scheduled hours. The use of part-time personnel in the bargaining unit shall not be increased over existing levels.

ARTICLE 2 NEW CLASSIFICATIONS AND VACANCIES

Section 2.1 New Classifications

Where the Employers find it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employers and Union agree to jointly petition the Illinois State Labor Board to seek the necessary unit clarification. If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification.

If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the 2nd step of the grievance procedure. The pay grade originally assigned by the Employers shall remain in effect pending the decision. If the decision of the second 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 the procedures of this Agreement. The second step grievance committee or arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

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

Section 2.2 Vacancies

Vacancies shall be created and filled in accordance with the applicable rules, regulations, and procedures of the Merit Commission; however, once the Sheriff determines that a vacancy shall be filled by an appropriate notice thereof, said vacancy will be filled, absent extraordinary conditions and/or circumstance within one hundred-eighty (180) calendar days of the issuance of said notice. All vacancies along with job duties, responsibilities and rates of pay will be posted at least ten (10) calendar days in advance of any interviews before the selection and filling of a vacancy.

ARTICLE 3 NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunity

The Employers will provide equal employment opportunity and practice of a non-discriminatory nature consistent with Federal and State of Illinois laws to all members of the bargaining unit. The Employers and the Union agree that there shall be no discrimination by the Employers or the Union against employees because of race, color, creed, religion, national origin, sex, age, or marital status or because of a physical handicap with respect to a position the duties of which can be performed adequately by an individual with such a physical handicap without danger to the health or safety of the physically handicapped person or to others.

Section 3.2 Union Membership or Activity

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

Section 3.3 No Dual Remedies

Alleged violations of this Article which may also be the subject of a charge before a State or Federal administrative agency shall not be grievable, but must instead be filed with the appropriate State or Federal Agency.

ARTICLE 4 MANAGEMENT RIGHTS

The Employers have and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employers shall include, but are not limited to, the right:

- (a) to determine the organizational and operations of the Ogle County Sheriff's Office;
- (b) to determine and change purpose, composition and function of each of its consistent departments, and subdivisions;
- (c) to set standards;
- (d) to direct the employees of the Ogle County Sheriff's Office, including the right to assign work and overtime;
- (e) to hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign, and schedule employees;
- (f) to increase, reduce or change, modify or alter the composition and the size of the work force, including the right to relieve employees from duties because of lack of work or Funds or other proper reasons;
- (g) to contract out work when essential in the exercise of powers of the Sheriff's Office;
- (h) to establish work schedules and to determine the starting and quitting time, and the numbers of hours worked;
- (i) to establish, modify, combine or abolish job positions and classifications;
- (j) to add, delete or alter methods of operations, equipment of facilities;
- (k) to determine the location, methods, means, and personnel by which operations, are to be conducted including the right to determine whether goods and services are to be made provided or purchased;
- (l) to establish, implement and maintain an effective internal control program;
- (m) to suspend, demote, discharge for just cause; and,
- (n) to add, delete, or alter policies, procedures, rules, and regulations.

ARTICLE 5 SUBCONTRACTING

Section 5.1 General Policy

It is the general policy of the Employers to continue to utilize employees to perform work they are qualified to perform. However, the Employers reserve the right to contract out any work it deems necessary in the interests of economy, improved work product or emergency provided that such subcontracting does not cause layoff or reduction of work hours for bargaining unit employees.

ARTICLE 6 DUES DEDUCTION AND FAIR SHARE

Section 6.1 Dues Deduction

Upon receipt of proper written authorization from an employee, the Employers shall deduct each month Union dues in the amount certified by the Union from the pay of all employees covered by this Agreement, who, in writing, authorize such deductions. Such money shall be submitted to the Illinois FOP Labor Council at 974 Clocktower Drive at Springfield, IL 62704-1304 within thirty (30) days after the deductions have been made. Said deductions will be terminated upon the Employee's written request. The Union hereby indemnifies and agrees to hold the Employers harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employers for the purpose of complying with the provisions of this Article.

Section 6.2 Fair Share

Any present employee who is not a member of the Union shall be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees hired on or after the effective date of this Agreement who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above. The Employers shall with respect to any employee on whose behalf the Employers have not received a written authorization (see Appendix "A") as provided for above, the Employers shall deduct from the wages of the employee, the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

- (a) The Union has certified to the Employers that the affected employee has been delinquent in their obligations for at least thirty (30) days;
- (b) The Union has certified to the Employers that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article, and that the employee has been advised by the Union of their obligations pursuant to this Article and of the manner in which the Union has calculated the fair share fee;
- (c) The Union has certified to the Employers that the affected employee has been given a reasonable opportunity to prepare and submit any objections to have said objections adjudicated before an impartial arbitrator assigned by the employee and the Union for the purpose of determining and resolving any objections the employee may have to the fair share fee.

ARTICLE 7 NO STRIKE

Section 7.1 No Strike Commitment

Neither the Union nor any officer 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 Employers during the term of this Agreement. Neither covered employees nor any official of the Union shall refuse to cross any picket line, by whomever established.

Section 7.2 Performance on 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 Union agrees that no disciplinary action or other action will be taken by the Union against any employee or employees covered by this Agreement by reason of any such action or conduct in the line of duty or in any way using their official position.

Section 7.3 Resumption of Operation

In the event of action prohibited by Section 7.1 above, the Union immediately shall disavow such action and request the members to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 7.4 Union Liability

Upon the failure of the Union to comply with the provisions of Section 7.2 above, any agent or official of the Union who is a person who is a member of the bargaining unit may be subject to the provisions of Section 7.5 below.

Section 7.5 Discipline of Strikers

Any officer or member of the bargaining unit, who violates the provisions of Section 7.1 of this Article, shall be subject to immediate discharge. Any action taken by the Sheriff against any member of the bargaining unit who participates in action prohibited by Section 7.1 above shall not be considered as a violation of this Agreement and shall not be subject to review, except that the factual issue of whether an officer or member of the bargaining unit in fact participated in a prohibited action shall be subject to review in a disciplinary action instituted by the Sheriff pursuant to Article 13 Dispute Resolution and Grievance Procedure in the Collective Bargaining Agreement.

ARTICLE 8 RESOLUTION OF IMPASSE

All impasses on matters in dispute shall be resolved according to the provisions of Section 14 of the Illinois Public Labor Relations Act, as amended, except that all arbitration hearings shall be conducted in Oregon, Illinois.

ARTICLE 9 BILL OF RIGHTS

If the interrogation of a member of the bargaining unit subject to the terms of 50 ILCS 725/1 et. seq. is to occur which may lead to a suspensions of more than three (3) work days without pay or termination of employment, then such member shall have the right to a Union representative during such questioning. Nothing in this Article is intended to or should be construed to waive employee's right to Council representation during questioning that the employee reasonably believe may lead to discipline. Employees covered by the terms of this Agreement shall have such rights as set forth in the United States Supreme Court decision in NLRB vs. Weingarten, 420 U.S. 251 (1975) and the Department of Central Management Services & Corrections (Moorage) decision, 1 PERI par. 2020 (ISLRB, 1985).

Section 9.1 Photo Dissemination

No photo of an employee under investigation shall be made available to the media prior to a conviction for a criminal offense, unless determined by the Sheriff or the Sheriff's designee to be in the best interest of public safety for the citizens of Ogle County.

Section 9.2 Compulsion of Testimony

The Sheriff shall not compel an employee under investigation to speak or testify before, or to be questioned by any non-governmental agency relating to any matter or issue under investigation. This provision does not apply to the Employer or its attorneys who shall have the right to question an employee relating to any matter which may subject the Employer to potential liability.

Section 9.3 Administrative Leave

The decision as to whether an employee will remain in pay status pending the outcome of an administrative or criminal trial shall be made on a case by case basis, and shall equitably and reasonably made given the circumstances of each individual case.

ARTICLE 10 PERSONNEL FILES

Section 10.1 Personnel Files

The Sheriff shall keep a central personnel file within the bargaining unit for each employee. The Sheriff may also keep working files such as internal investigation files; however, material not maintained in the

central personnel file may not provide the basis for disciplinary or other action against an employee. The Employer agrees to abide by the terms as set forth in 820 ILCS 40/1 et. seq. and the Freedom of Information Act as found in 5 ILCS 140/1 et. seq.

Section 10.2 Inspection

Upon request of an employee, the Sheriff shall reasonably permit an employee to inspect his personnel file but not internal investigation files during an investigation. The internal investigation file shall be available for inspection upon disciplinary action being imposed or a complaint seeking disciplinary action. Inspection of files shall be subject to the following:

- (a) Such inspection shall occur within a reasonable time following receipt of the request;
- (b) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable 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 their file with respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may inspect their personnel file subject to the procedures contained in this Article;
- (e) Pre-employment information, such as reference reports, credit check or information provided the Employers with a specific request that it remain confidential shall not be subject to inspection or copying.

Section 10.3 Notification

Employees and the Union shall be given immediate notice by the Sheriff when a formal, written reprimand or other disciplinary documentation is permanently placed in their personnel file. A copy of said discipline shall be given to the employee and the Union.

ARTICLE 11 DISCIPLINE AND DISCHARGE

Section 11.1 Discipline and Discharge

The parties recognize the principles of progressive and corrective discipline. No employee covered by the terms of this Agreement shall be suspended, relieved from duty or disciplined in any matter without just cause. Disciplinary action may be imposed upon an employee only pursuant to the laws of the State of Illinois. If the Sheriff or Command 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. Disciplinary action or measure shall include only the following:

- Coaching and counseling
- Written reprimand
- Suspension (notice to be given in writing)
- Demotion
- Discharge

Section 11.2 Limitation

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

Section 11.3 Pre-Disciplinary Meeting

For discipline other than oral and written reprimands, prior to the imposition of discipline, the Sheriff or the Sheriff's designee shall follow this procedure. The Sheriff shall notify the Union or other member of the Union Grievance Committee and the affected employed employee that the employee desires to hold a pre-disciplinary meeting and the time and date of such meeting. The Sheriff or the Sheriff's designee shall thereafter inform the Union and employee of the contemplated measure of discipline and the reasons therefore. If agreement can then be reached on the measure of discipline, it shall be imposed.

Section 11.4 Discipline Appeal

All matters relating to discipline will be subject to appeal through the grievance procedure as set forth in Article 13.

Section 11.5 Reassignments

The Sheriff may, in the Sheriff's discretion, reassign any employee while an investigation of possible wrong behavior is completed. Such assignment shall be without prejudice.

ARTICLE 12 INDEMNIFICATION

Section 12.1 Indemnification

The Employer shall be responsible for, hold employees harmless from and pay damages or monies which may be adjudged, assessed, or otherwise levied against any employee covered by this Agreement for any act or omission of said employee to the level provided for at minimum the applicable statutes. The Employer agrees to abide by 65 ILCS 5/1-4-6.

Section 12.2 Representation

An employee covered by the terms of this Agreement shall have legal representation by the Employer in any civil cause of action brought against an employee resulting from or arising out of the performance of duties, whether the employee was on duty or off duty at the time of the incident. The affected employee shall be permitted to choose such legal counsel, subject to the approval of the Employer.

Section 12.3 Cooperation

Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article. Should a member of the bargaining unit fail to cooperate, the terms of this Article shall not apply.

Section 12.4 Applicability

The Employer will provide the protections set forth herein, so long as the employee is acting within the scope of their employment and where the employee cooperates with the Employer in defense of the action or claim. Acts of willful misconduct are not covered by the Article. Acts of intentional wrongdoing, willful and wanton conduct and/or reckless acts are not covered by the provisions of this Article.

ARTICLE 13 DISPUTE RESOLUTIONS AND GRIEVANCE PROCEDURE

All disciplinary grievances shall be subject to the provisions of this Article. Should a member of the bargaining unit disagree with the content of a written reprimand, the Sheriff shall allow said member to reduce to writing the disagreement and to have such writing attached to the written reprimand issued by the Sheriff or the Sheriff's designee. Nothing shall prevent the Sheriff from withdrawing or modifying the written reprimand based on the content of the said writing of the bargaining unit member. Oral reprimands shall not be subject to the Grievance Procedure.

Section 13.1 Definition of a Grievance

A grievance is defined as any unresolved indifferences between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement. The rationale or defense of "past practice", whether raised by the Joint Employers or Union herein is expressly subject to the grievance procedure.

Section 13.2 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 their immediate supervisor. The employee shall make the complaint to their immediate supervisor. The supervisor will notify the employee of the decision within two (2) 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 their assigned work task; and complain later.

Section 13.3 Representative

Grievances may be processed by the Union, or the Union on behalf of an employee or on behalf of a group of employees. The Employers may file contract grievances directly at Step 2, Section 13.8 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 Union representation at each and every step of this grievance procedure upon 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 13.4 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, and the signature of the grieving employee(s) or the FOP Labor Council and the date.

Section 13.5 Time Limitations

Grievances may be withdrawn at any step of the grievance procedure with prejudice to the pending grievances but without precedent to future grievances. If the time limits established in the grievance procedure are not followed by the Union or member of the bargaining unit, the grievance shall be considered waived. The time limits established in the grievance procedure shall be followed by an employee or the Union, the grievance shall be considered settled. If the time procedure is not followed by the Employer, the grievance shall remain active and automatically advance to the next step; provide, however, that arbitration shall not occur unless the Union submits written notice of its desire to arbitrate. The time limits established herein may be extended by mutual agreement in writing. In computing days under the grievance and arbitration procedures, Saturday, Sunday and holidays shall be excluded.

Section 13.6 Grievance Processing

A grievance committee member may during regular working hours, without loss of time or pay, in accordance with the terms of this Article, investigate and present grievances to the Employers and may attend negotiating sessions upon having received permission from their supervisor to do so. The supervisors shall grant permission within a reasonable time after the first (1st) hours of the shift for the steward to leave their work for these purposes subject to necessary emergency exceptions. The privilege of the steward leaving their work during working hours, without loss of time or pay, is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. The Union representative may be required to record time spent. All such Union representatives will perform their regularly assigned work at all times except whenever necessary to leave their work to process grievances as provided herein.

Section 13.7 Grievance Meetings

A maximum of two (2) employees (the grievant and/or Union representative) per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee and Union representative(s) shall first perform their assigned work task and file their grievance later.

Section 13.8 Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

STEP 1 If no agreement is reached between the employee and the supervisor, as provided for in Section 13.2 Dispute Resolution, the Union shall prepare a written grievance on a form mutually agreed to (see Appendix "B") and presented to the Sheriff no later than ten (10) working days after the employee was notified of the decision by the supervisor. Within five (5) working days after the grievance has been submitted, the Sheriff shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Sheriff shall respond in writing to the grievant and the Union Representative within five (5) working days following the meeting.

STEP 2 If the grievance is not settled at Step 1, the grievance may be referred in writing within five (5) working days after the decision of the Sheriff to a Committee consisting of the Sheriff and three (3) members of the County Board appointment by the Chairman. Within twenty (20) working days after the grievance has been filed with the Committee, the Committee shall meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Committee shall respond in writing to the grievant and the Union within five (5) working days following the meeting. The Sheriff shall have one (1) vote and the County Board members, collectively, shall have one (1) vote in resolving the grievance.

STEP 3 If the dispute is not settled at Step 2, the matter may be submitted to arbitration within ten (10) working days after the Committee's written decision of the expiration of the five (5) day period if the Committee fails to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration, a representative of the Employer and the Union 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 Federal Mediation and Conciliation Service to submit a list of seven (7) by alternate strikes by the Employer representative and the Union. The Employer and the Union shall flip a coin to determine who strikes first. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) panel of the arbitrators. The Arbitrator shall be notified of their selection by a joint letter from the Employer and the Union. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and the Illinois Fraternal Order of Police Labor Council representative and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the City of Oregon, 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 Employers or Union 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 Employers and the Union. Costs of arbitration shall include the arbitrator's fees, and transcription costs.

Nothing in this Article shall preclude the Employers and Union from agreeing to use expedited arbitration procedures. 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 Employers, Union and the employee or employees involved. The Employers and the Union agree to abide by the Uniform Arbitration Act. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement.

ARTICLE 14 SENIORITY

Section 14.1 Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire. In the case of transfer from a classification where the rate of pay is less, the entry level of pay shall apply. With the exception of pay, all other benefits herein shall be based upon continuous length of service from date of last hire.

Section 14.2 Probation Period

An employee is a "probationary employee" for the first twelve (12) months of employment. No matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance and arbitration procedures. A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until the employee has completed the probationary period. Upon the completion of the probationary period, the employee will acquire seniority from their date of hire. A non-probationary employee who is transferred to a new classification shall serve an additional one hundred-eighty (180) day probation period in the new classification. During that one hundred-eighty (180) day period, the employee may be transferred back to their former position either at the request of the employee or at the direction of the Sheriff for failure to satisfactorily perform the duties of the new position.

Section 14.3 Seniority List

The Employers and Union have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority, listing shall be resolved through the grievance procedure. The initial agreed list is attached hereto as Appendix "C" and made a part hereof.

Section 14.4 Termination of Seniority

An employee may be terminated by the Employers and their seniority broken when the employee:

- (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 full-time employment while on an approved leave of absence from the Sheriff's Office, unless the leave was granted for the purpose of employment; 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.

Section 14.5 Suspensions

Employees shall not accrue seniority for any disciplinary suspensions of ten (10) days or longer. In the event that the discipline is subsequent reversed or modified, the appropriate accrual of seniority shall require reinstated.

Section 14.6 Seniority While on Leave

Employees in the bargaining unit shall not accrue credit for time spent on authorized, unpaid leave of absence. Vacation, sick leave, holidays and other similar benefits will not be earned while on unpaid leave of absence.

Section 14.7 Departmental Transfer

An employee in the bargaining unit who transfers from another Ogle County Department shall accumulate total seniority at the County only for purposes of calculating vacation and sick leave.

Section 14.8 Seniority Shift Bidding

For purposes of determining shift and days off preference, seniority shall apply in the bidding process, including the cover shifts each December 1 or in the event of vacancy.

Section 14.9 Dispute Resolution

Where two (2) or more employees request the same time off, seniority shall determine first choice. Where two (2) or more employees are eligible for an overtime opportunity, seniority shall determine first choice.

ARTICLE 15 LAYOFF

Section 15.1 Layoff

In the event the Employers determine a layoff is necessary based upon insufficient Funds, employees shall be laid off within each particular job classification and Department in the inverse order of their seniority unless compliance with State or Federal law requires otherwise.

Section 15.2 Layoff Order

Temporary and part-time employees and then probationary employees shall be laid off first, and then full-time employees shall be laid off in inverse order of their seniority. Individual employees shall receive notice in writing of the layoff not less than thirty (30) days prior to the effective date of such layoff.

Section 15.3 Recall

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

ARTICLE 16 HOLIDAYS

Section 16.1 Paid Holidays

Employees not working on a holiday shall receive twelve (12), ten (10) or eight (8) hours pay as holiday pay depending on their scheduled shift. All employees covered by this Agreement shall receive the below designated holidays and any additional holidays as set annually by the Ogle County Board. The Sheriff retains the right to schedule employees off on the aforementioned, additional holidays. The following days shall be designated as paid holidays:

New Year's Day

Martin Luther King, Jr. Birthday

Labor Day

Columbus Day

Lincoln's Birthday
Washington's Birthday
Spring Holiday
Memorial Day
Independence Day

Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Section 16.2 Pay for Holiday Work

Employees required to work a holiday shall be paid time and one-half (1-1/2) pay for all hours worked in addition to their base pay. Employees regularly scheduled to work on a holiday who actually report to work shall not be sent home without consent of the employee. The aforementioned holidays referred to in Section 16.1 shall be paid at the employee's discretion as compensatory time or overtime.

ARTICLE 17 VACATIONS

Section 17.1 Vacation Leave

All full-time employees shall earn vacation time. Employees on leave of absence, suspension or layoff shall not accrue vacation time. Eligible employees shall earn vacation time in accordance with the following schedule:

After 1 year	1 week to be taken in the second year
After 2 years	2 weeks for the third and subsequent years
After 7 years	3 weeks for the eighth and subsequent years
After 12 years	4 weeks for the thirteenth and subsequent years
After 16 years	4 weeks and one (1) day
After 17 years	4 weeks and two (2) days
After 18 years	4 weeks and three (3) days
After 19 years	4 weeks and four (4) days
After 20 years	4 weeks plus five (5) days
After 21 years	5 weeks and one (1) day
After 22 years	5 weeks and two (2) days
After 23 years	5 weeks and three (3) days
After 24 years	5 weeks and four (4) days
After 25 years	5 weeks and five (5) days

Section 17.2 Vacation Pay

All vacation leave will be paid for at the regular hourly rate and on the basis of their weekly work schedule. In the discretion of the Sheriff and subject to available budget funds, an employee may annually redeem up to one (1) week's vacation for pay in exceptional circumstances.

Section 17.3 Vacation Requests

No later than the first week of January, the Employer shall post a vacation sign up sheet for the selection of vacations for the following year. Except as otherwise provided herein, vacation selection shall be by seniority within each position and shift. To be entitled to vacation selection priority, employees must submit their priority vacation selections by January 31. However, during the January selection period, the selection of vacations in forty (40) or eighty (80) hour blocks, shall take precedence over vacation requests of less than a forty (40) hour block, regardless of seniority. After January 31, vacation requests shall be on a first come first serve basis. Once a "first come first serve" vacation selection has been made that selection cannot be bumped by a more senior employee. For vacation requests of one (1) shift, five (5) days notice shall be given by the employee. No more than one (1) employee from each shift may be on vacation at the same time. The Sheriff agrees that vacation requests shall not be unreasonably denied and further agrees to make every effort to respond to vacation requests in a timely manner. This

paragraph shall become effective December 1, 2010 except that the first January vacation selection shall not occur until January of each year.

Section 17.4 Termination

Any employee who has completed their probationary period who terminates County employment shall be paid for their accumulated vacation days at the rate of pay currently received by said employee. Any unused vacation days in the year of termination shall be pro-rated.

Section 17.5 Vacation Eligibility

No employee shall be entitled to any vacation, or pay therefore, until the employee has been on the payroll for a continuous period of at least twelve (12) months and has satisfactorily completed their probationary period. Vacation with pay will not be granted before vacation time has been earned.

Section 17.6 Cancelled Vacation

If a properly scheduled vacation must be cancelled by the Sheriff, the employee shall be paid their normal hourly rate for the lost vacation time. The Sheriff or the Sheriff's designee shall grant the vacation be rescheduled either the same calendar year or the following year.

Section 17.7 Vacation Pay Advance

If a regular payday falls during an employee's vacation and the employee is to be on vacation for two (2) weeks or longer, the employee will be entitled to receive that check in advance before going on vacation. An employee must make a request to the Sheriff for their check two (2) weeks before the payday if the employee expects to receive the check in advance. All authorized deductions due will be taken out of vacation checks at the time of issue.

ARTICLE 18 SICK LEAVE

Section 18.1 Sick Leave

Accumulated unused sick leave upon retirement shall be credited to additional retirement benefits under IMRF. Sick leave shall be deducted on an hour for hour basis. Employees shall accumulate sick leave as follows:

A. <u>Years of Service</u>	<u>Accrual Per Month</u>		<u>Maximum Sick Leave Accum.</u>
	<u>8 Hr. Shift</u>	<u>12 Hr. Shift</u>	
0-1	4 Hours	9 Hours	6 duty days
Over 1 Year	8 Hours	10 Hours	Unlimited

Section 18.2 Use of Sick Leave

No employee will be permitted to take sick leave that has not yet been earned. Sick leave may be taken after six (6) months of employment for the following reasons: Any illness an employee may contract or any exposure to a contagious disease the employee may experience in which the health of others may be endangered by their attendance at duty or an illness of the immediate family, spouse, child, mother, father, or the employee's grandparents. For compensable injury or illness, to supplement the Worker's Compensation benefits, to equal such employee's regular rate of pay charged against sick leave bank. Any non-duty connected disability an employee may sustain, except for an injury that may be sustained while being in the employ of another during their off duty time which is covered by Worker's Compensation furnished by the other Employer.

Section 18.3 Medical Leave

(a) Physician's Verification: A doctor's written verification may be required as evidence of an employee or family illness or any injury prevented their attendance at work for a period in excess of three

(3) continuous days or in cases of multiple absences due to sick leave. Falsification of such evidence will be sufficient cause of disciplinary action.

(b) Sick Leave During Vacation: If an employee becomes ill while on vacation, the use of sick leave shall be granted only if written proof from a doctor is submitted describing the illness, the length of incapacity and further evidenced by a receipted bill for services of the attending physician. The employee shall return to work on the originally scheduled date unless that date is changed by their supervisor.

(c) Medical Examination: Employees suffering from a chronic or recurring illness necessitating absences in excess of the absences for which sick pay is payable may, at the Sheriff's option, be required to submit to an examination by a physician chosen by the Sheriff. If corrective surgery or other therapy is recommended to remedy or alleviate such illness and the employee does not submit to such surgery or therapy within reasonable time, the employee may be discharged due to such physical disability.

Section 18.4 Sick Leave Abuse Sanctions

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 Article 18: Section 18.2. In the case of the abuse of such sick leave, the employee shall not be paid for such leave taken nor shall the employee accrue any rights such as seniority or other rights. "Abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement. All employees agree to cooperate fully with the Department in verifying illness.

Section 18.5 Termination

Covered employees, upon termination with the proper two (2) weeks notice and who have five (5) years of completed service through eight (8) years of service will be compensated eight (8) hours of straight time pay for each unused accumulated sick day. Covered employees, who do not have five (5) years completed service or quits without the proper notice with or without the five (5) years of completed service or who are discharged for just cause will not be entitled to any compensation of accumulated sick pay.

ARTICLE 19 LEAVES OF ABSENCE WITHOUT PAY

Section 19.1 Leave of Absence Definition

The Sheriff may grant leaves of absence in his sole discretion. For the purpose of this Agreement, a leave of absence without pay shall be defined as all time for which a County employee is to be continued as an employee but not paid whether it is one (1) day or the maximum time allowable under the reason for the leave. When an employee is granted a leave of absence without pay, the Sheriff commits to allowing the employee to return to work at the end of the leave to the same duties and the same salary that the employee was performing and earning when the employee went on leave. Any substitutes hired to fill in for employees on leaves of absence without pay should be hired accordingly, and laid off or discharged at the return of the employee on leave. If the employee's position is eliminated by the County Board or State or Federal enactment during his leave, the employee shall be placed first on the recall list for a vacancy in the Department for which the employee is qualified. When granted a leave of absence without pay, the employee commits to return to work at the end of the leave.

Section 19.2 Effect of Leaves Without Pay

- (a) Does not receive pay from the County.
- (b) Does not earn annual vacation leave.
- (c) Does not earn sick leave.
- (d) Has no time deducted from the employee's annual vacation leave or sick leave to cover the time off on the leave of absence without pay.

- (e) The employee does not earn any additional credit for seniority but retains the length of seniority credited at the beginning of the leave.
- (f) Remains a member of the Illinois Municipal Retirement System but cannot withdraw Retirement contributions while on leave of absence, only on separation, and cannot pay Retirement contributions.
- (g) The employee does not earn credit toward longevity pay, if any, or credit toward the rate of annual vacation leave or sick leave accumulation for the period covered by the leave.
- (h) Must pay any group hospitalization premiums falling due during any month which the employee has not worked the minimum hours required by the County insurance carrier. (Employees on such leave should contact payroll.)

Section 19.3 Types of Leave Without Pay

- A. To cover time off because of personal illness beyond that covered by earned sick leave with pay.
 - 1. To be used when the employee has exhausted their accumulations of earned sick leave with pay and earned annual vacation leave.
 - 2. Not to exceed six (6) months for any one (1) leave, but may be renewed.
 - 3. To be granted only on the written recommendation of the employee's physician and subject to the Sheriff verifying the supplied information by a medical professional chosen by Sheriff.
- B. To cover time off because of a compensable injury beyond that covered by sick leave with pay and annual vacation leave with pay.
- C. To cover time off while running for County elected office filled by partisan election. If such a leave is requested, except no more than two (2) leaves may be granted for the purpose of running for elected office in any one (1) calendar year and each leave must be no less than fifteen (15) calendar days nor more than thirty (30) calendar days.
- D. To cover disciplinary leaves (suspension without pay).
- E. To cover time off because of personal reasons. Such leave requires the approval of the Sheriff and may not exceed six (6) months.

Section 19.4 Return from a Leave Without Pay

If an employee fails to return to County employment within three (3) days at the end of a leave of absence without pay, and no extension of the leave is granted, the employee must submit a resignation from County service. Failure to contact the Sheriff or the Sheriff's designee at the end of the leave shall be grounds for labeling the separation from County service a voluntary resignation. During any leave granted pursuant to the terms of this Agreement, regardless of being with or without pay, any employee may not be gainfully employed or independently self-employed without prior approval by the Sheriff. Violation of the provisions contained within this Agreement shall subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement.

Section 19.5 Family and Medical Leave Act

The provisions of the Ogle County Personnel Policies as applied to the Family and Medical Leave Act are hereby adopted by reference. Said policies shall be in compliance with the requirements of the Family and Medical Leave Act of 1993 and any Federal Regulations adopted there under, as they may be amended from time to time.

ARTICLE 20 PAID AND SPECIAL LEAVES OF ABSENCE

Section 20.1 Bereavement Leave

Employees will be granted up to three (3) days leave with no loss of compensation because of the death of the employee's spouse, child, step-child, parent, step-parent, sister, brother, mother-in-law, father-in-law, grandchild, grandparents, or anyone who raised the employee from childhood. One (1) day with pay may be granted for a military funeral in which an employee is an official participant. In the event of lengthy travel or for deaths of other than the immediate family, vacation days, compensatory time or sick leave to a maximum of three (3) days may be used, in addition to the above and subject to the operating needs of the Office. Written proof of relationship, death and/or funeral location may be required by the Sheriff prior to final approval of such leave.

Section 20.2 Jury Duty Leave

Employees on jury duty or subpoenaed as a witness on scheduled work days shall be paid the wages the employee would have earned by working during straight time hours for the Employers on that day, for each day on which the employee reports for or performs jury duty and on which the employee otherwise would have been scheduled for work for the Employers. Such time will not be charged against the employee's annual leave or sick leave. An employee on a jury panel or appearing as a witness shall return to work for the balance of the day when the employee is excused by the court from further attendance. All monies of any kind paid to the member of the bargaining unit who is called for jury duty shall be signed off to the County of Ogle for the member of the bargaining unit to receive the benefits of this Section.

Section 20.3 Maternity Leave

Employees who become disabled due to pregnancy shall be entitled to use the benefits, vacation, compensatory time, sick leave or Illinois Municipal Retirement Fund disability leave subject to the following:

- A. The Sheriff shall be notified as soon as possible after medical confirmation of the pregnancy is received; such notice to include estimated date of delivery.
- B. An employee will not be allowed to return to work after delivery until she has supplied the Sheriff with a statement from her physician that she is physically and medically able to return to her duties as a County employee. A copy of this statement shall be forwarded to the personnel Department.
- C. In any case, if an employee has not returned to work within two (2) months after delivery, she shall provide a doctor's statement substantiating her continued disability and expected date of recovery. Employees failing to comply with this Section or failing to return to work when found able by their physician will be separated from County employment.
- D. Those employees desiring IMRF disability leave must meet the qualifications of IMRF for such leave. The Sheriff shall have the right to verify the condition of a member of the bargaining unit who seeks the benefits of this Article; such verification by a medical professional to be paid solely by the Sheriffs' Office.

Section 20.4 Personal Days

Covered employees shall be allowed up to three (3) days of leave annually without loss of compensation for personal reasons. Employees must utilize personal days within the year they are granted or the personal days will be forfeited. In the event due to operational needs, an employee is denied personal days, that employee may carry over the time that was denied.

ARTICLE 21 HOURS OF WORK/OVERTIME

Section 21.1 Regular Hours:

The Employer maintains the right to reschedule these meal periods and rest periods due to emergency operational needs or by mutual agreement of the Employer and employees. The regular hours of work each day shall be consecutive except that they may be interrupted by:

- (a) One (1) hour unpaid meal period for switchboard operator and secretary to the Chief Deputy;
- (b) One-half (1/2) hour unpaid meal period for the day shift custodian;
- (c) Two (2) paid fifteen (15) minute break periods in the first half and second half of their shift.

Section 21.2 Work Period/Work Day

The regular work period for employees covered by this Agreement, except the switchboard operator, shall consist of eight (8) consecutive hours of work and the regular work period shall consist of five (5) consecutive days. The switchboard operator's work period shall consist of five (5) consecutive days with seven (7) consecutive hours in a day. Nothing herein shall guarantee a minimum or maximum hours per work period.

Section 21.3 Overtime/Compensatory Time

Employees shall be paid overtime for all authorized overtime hours. The employee shall annually elect whether to take pay or to take compensatory time at the rate of time and one-half (1+1/2) hours for each hour worked beyond forty (40) hours in a work period in accordance with the Fair Labor Standards Act. An employee desiring to change their election shall notify the Sheriff but no more often than quarterly. All hours worked or paid as if worked shall count toward overtime accrual, with the exception of sick leave. Compensatory time may be accumulated up to one hundred twenty (120) replenishable hours. Employees may utilize compensatory time at their request, subject to operating needs. Any compensatory time earned shall be paid at the rate of time and one-half (1+1/2) for each hour earned. Compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the involved employee and their supervisor; permission to utilize compensatory time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected. The Sheriff or the Sheriff's designee agrees to endeavor to approve compensatory time within forty-eight (48) hours of the written submission by the employee. Compensatory time off shall be granted in blocks of the employee's normal tour of duty agreed upon between the employee and the supervisor or in increments of one (1) hour. All extra work will be posted whenever possible. Employees with more than one hundred twenty (120) hours will be paid for all hours over one hundred twenty (120) in a separate check within thirty (30) days after execution of the Agreement.

Section 21.4 Call-Back Time

All employees who are required to report or work other than their regular shift will receive a minimum of two (2) hours guarantee at time and one-half (1+1/2) his hourly rate.

Section 21.5 Overtime Authorization

All overtime worked in accordance with the above provisions must be authorized by the employee's immediate supervisor.

Section 21.6 Emergencies, Special Duty Assignments, Prisoner Transports, and Overtime Distribution

- (a) In the event of an emergency being declared by the Sheriff, or the Sheriff's designee, as many of the employees shall be continued on duty for such number of hours as may be necessary.

- (b) Special duty assignments, prisoner transports, and similar work will be offered, posted, to full-time personnel before part-time personnel. Detectives may become involved in active case prisoner transport.
- (c) If the Sheriff, in his sole discretion, determines there is a need for overtime, overtime shall be distributed as follows:
 - (i) The Sheriff will post overtime in a location known by all full-time covered members within their classification. The overtime will be awarded by seniority as defined in Article 14 and seniority within gender in instances where gender specific needs exist.
 - (ii) If no full-time covered member in the respective classification accepts the overtime, then the overtime will be offered to other qualified full-time covered members from other classifications by seniority. The compensation paid will be that classification's rate of overtime compensation based on their years of service. Example: A Patrol Deputy has ten (10) years of service and accepts to work overtime in Corrections; the Deputy's compensation rate would equal a ten (10) year Corrections Officer's overtime compensation rate from the appropriate wage schedule.
 - (iii) If no qualified full-time employee accepts the overtime, the overtime will be offered to a qualified part-time employee.
 - (iv) If no qualified part-time employee accepts the overtime assignment, then on a rotating basis, the least senior full-time covered member within that classification, or within that classification and gender in instances where gender specific needs exist, will be mandated to work the required overtime hours and will be paid at their overtime compensation rate. Once an employee has been mandated to work an overtime assignment, they will not be mandated again until all other employees within that classification have been mandated and worked an overtime assignment.

ARTICLE 22 WAGES/COMPENSATION/ALLOWANCES

Section 22.1 Wages

During the term of this Agreement, employees in the bargaining unit shall be paid according to the schedules hereto attached. Only employees employed as of December 1, 2013 shall be eligible for retroactive pay on all hours paid.

Section 22.2 Uniforms

Full-time employees assigned to maintenance and light maintenance who have completed their probationary period shall receive three hundred dollars (\$300.00) per year as a clothing allowance payable each December 1, of this Agreement, (pro-rata if assigned less than a full year), for the purchase and maintenance of work clothing.

The Employers agree to provide and replace uniforms as follows:

- Accounting Clerks & Clerk Typist – (3) Shirts and (3) Pants
- Telecommunicators – (4) Shirts
- Cooks – (5) Uniforms
- Part-Time Cooks – (2) Uniforms

Section 22.3 Shift Differential

All employees shall receive hourly shift differential of seventy-five cents (\$.75) per hour, added to their base rates of pay, for all shifts other than Day shift.

ARTICLE 23 INSURANCE AND PENSION

Section 23.1 Health Insurance

The County shall provide group health insurance plan coverage as provided pursuant to the terms of Section 23.4. The County will pay seventy-five percent (75%) of the premium or premium equivalent and the employee will pay the remaining twenty-five percent (25%) for the following types of coverage offered: a) employee; b) employee plus one (1) dependent; c) employee plus two (2) or more dependents.

Section 23.2 Pension

Employers shall continue to contribute on behalf of the employees to the Illinois Municipal Retirement Fund in the amount the Employers are required to contribute by State Statute.

Section 23.3 Health Insurance Payments for Retirees

The County shall begin to contribute fifty percent (50%) of the cost of single health insurance coverage through the County policy when the employee retires after at least meeting the minimum age and time statutory requirement of their pension Fund, or retires on a duty related disability pension. This contribution shall continue until the employee reaches the age at which Medicare coverage begins. An employee who collects a pension through IMRF shall have fifty percent (50%) of the cost of premiums paid by the County.

Section 23.4 Health Care Planning Committee

The County and the Union agree to be parties to an agreement creating the Joint Labor/Management Health Care Planning Committee of Ogle County, and agree that the health care planning committee shall have the authority to review the current health insurance program and to investigate and develop alternatives to that program. The committee is charged with the administration of the Ogle County Health Plan and is empowered by all participating bargaining units and Ogle County to make collective decisions regarding the benefits, coverage levels and premiums. During the term of the Health Care Planning Committee Agreement (Attached as Appendix "E": Health Care Planning Committee), each of the parties waives any rights to bargain over the subject of health care or health insurance or to impose other terms or to strike or arbitrate concerning other terms for health care coverage or benefits, except as may be provided in said Agreement.

ARTICLE 24 LABOR MANAGEMENT/SAFETY COMMITTEE

Section 24.1 Labor Management Conferences

The Union and the Employers mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Sheriff and County Board. The Employers and the Union 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. 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 and locations 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 Union of changes in non-bargaining conditions of employment contemplated by the Employers which may affect employees. The Union agrees to notify the Employers of non-bargaining conditions of employment contemplated by the Union which may affect the Employers.
- (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.

Section 24.2 Integrity of Grievance Procedure

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievance being processed under the grievance procedure shall not be discussed in detail at labor management conferences, and any such discussion of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the Employers and the Union, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 24.3 Safety Issues

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

Section 24.4 Union 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).

ARTICLE 25 F.O.P. REPRESENTATIVES

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

Section 25.1 Attendance at Labor Council Meetings

Subject to the need for orderly scheduling and emergencies, the Employer agrees that designated members of the Labor Council shall be permitted reasonable time off to attend general, board, or special meetings of the Labor Council, provided that at least forty-eight (48) hours notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such officials and employees shall be certified in writing to the Employer. Employees may utilize accumulated paid leave.

Section 25.2 Grievance Processing

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

Section 25.3 F.O.P. Delegates

Any employee(s) chosen as delegate(s) to an F.O.P. State or National Conference will, upon written application approved by the Labor Council and submitted to the Employer with at least fourteen (14) days notice, be given an approved paid leave utilizing accumulated paid leave for the period of time required to attend such convention or conference. This period of time shall not exceed two (2) workdays annually. No more than two (2) employees per bargaining unit may take leave as a delegate under this provision.

Section 25.4 Labor Council Negotiating Team

Members designated as being on the Labor Council negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Labor Council negotiating team member is in regular day off status on the day of negotiations, the employee will not be compensated for attending the session.

ARTICLE 26 GENERAL PROVISIONS

Section 26.1 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 26.2 Work Rules

Work rules of the Ogle County Sheriff which are not specifically in conflict with this Agreement shall continue in full force and effect.

Section 26.3 Worker's Compensation

The Employers agree to cooperate toward the prompt settlement of employee's on-the-job injury and sickness claims when such claims are due and owing. The Employers shall provide Worker's Compensation protection for all employees. Employees on compensable injury under Worker's Compensation may use sick leave or annual vacation leave to make up the difference between Worker's Compensation benefits and the employee's regular wage, less deductions. Employees on compensable injury placed on a leave of absence shall continue to accumulate seniority.

Section 26.4 Unemployment Compensation

The Employers will provide for all employees of the bargaining unit unemployment compensation as prescribed by law. Such unemployment compensation shall provide the maximum coverage by law for each employee of the bargaining unit.

Section 26.5 Unsafe Equipment

The Employers shall not require employees to take out on the streets or highway any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. If an employee refuses to operate said equipment without justification, said employee may be subject to disciplinary action, including discharge. "Justification" shall mean that the operation of the vehicle would cause proximate danger to the employee or the public as determined by a mechanic, or, in the event of dispute, by another mechanic both being from an established garage or dealership. The Employers shall not require a member of this bargaining unit to use, operate or carry any equipment that is in disrepair, which malfunctions, or is unsafe where such disrepair, malfunction or unsafe status would result in proximate danger to the employee or the public in the assigned activity.

Section 26.6 Loss or Damage by Employee

Employees shall not be charged for loss or damage to Employer's equipment and/or property unless a preponderance of the evidence shows negligence.

Section 26.7 Accidents

Any employee involved in any accident shall immediately report said accident and any physical injury sustained to their Command Officer. When required by the Sheriff or the Sheriff's designee, the employee, before ending his current shift, on forms provided by the Sheriff or the Sheriff's designee, shall make out an accident report, in writing, and shall turn in all available names and addresses of witnesses to

any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Sheriff.

Section 26.8 Equipment Reports

Employees shall immediately, (or at least by the end of their shift), report all defects of equipment. Such report shall be made on a suitable form furnished by the Sheriff and shall be made in multiple copies; one (1) copy to be retained by the employee. When the occasion arises where an employee gives written report on forms in use by the Sheriff of a vehicle being in an unsafe operating condition for the assigned activity, and receives no consideration from the Sheriff, the employee shall take the matter up with the Officers of the Union who will take the matter up with the Sheriff.

Section 26.9 Individual Agreements

Absent written authorization from the Union, the joint Employers herein are prohibited from entering into individual agreements with covered employees that are contrary to the express provisions of this Agreement.

Section 26.10 Union Copy

County agrees to mail to the Union a copy of any proposed policy change prior to implementation.

ARTICLE 27 SAVINGS CLAUSE

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

ARTICLE 28 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 29 DURATION AND SIGNATURE

This Agreement shall be effective from December 1, 2013, and shall remain in full force and effect until November 30, 2017. It shall continue in effect from year to year thereafter unless notice of "Demand to Bargain" is given in writing by certified mail by either party to the other not more than one-hundred and twenty (120) days nor less than ninety (90) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

IN WITNESS WHEREOF, the parties hereto have affixed their signature this 23 day of February, 2015.

FOR THE EMPLOYER:



Kim Gouker
Ogle County Chairperson



Brian VanVickle
Sheriff of Ogle County

FOR THE UNION:



Shawn Roselieb
Illinois FOP Labor Council



Stephanie Bailey



Darci Karper

APPENDIX D-1

Appendix D-1 Clerk Typists					
Year	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
	12/1/2012	12/1/2013	12/1/2014	12/1/2015	12/1/2016
		2.00%	2.25%	2.90%	3.00%
Start	\$26,582	\$27,114	\$27,724	\$28,528	\$29,384
After 1 year	\$27,647	\$28,200	\$28,834	\$29,671	\$30,561
After 2 years	\$28,751	\$29,326	\$29,986	\$30,855	\$31,781
After 3 years	\$29,902	\$30,500	\$31,186	\$32,091	\$33,053
After 4 years	\$31,097	\$31,719	\$32,433	\$33,373	\$34,374
After 5 years	\$32,342	\$32,989	\$33,731	\$34,709	\$35,751
After 6 years	\$33,635	\$34,308	\$35,080	\$36,097	\$37,180
After 7 years	\$34,978	\$35,678	\$36,480	\$37,538	\$38,664
After 8 years	\$36,379	\$37,107	\$37,941	\$39,042	\$40,213
After 9 years	\$37,834	\$38,591	\$39,459	\$40,603	\$41,821
After 10 years	\$38,401	\$39,169	\$40,050	\$41,212	\$42,448
After 11 years	\$38,978	\$39,758	\$40,652	\$41,831	\$43,086
After 12 years	\$39,563	\$40,354	\$41,262	\$42,459	\$43,733
After 13 years	\$40,156	\$40,959	\$41,881	\$43,095	\$44,388
After 14 years	\$40,758	\$41,573	\$42,509	\$43,741	\$45,054
After 15 years	\$41,370	\$42,197	\$43,147	\$44,398	\$45,730
After 16 years	\$41,991	\$42,831	\$43,795	\$45,065	\$46,416
After 17 years	\$42,389	\$43,237	\$44,210	\$45,492	\$46,856
After 18 years	\$42,812	\$43,668	\$44,651	\$45,946	\$47,324
After 19 years	\$43,241	\$44,106	\$45,098	\$46,406	\$47,798
After 20 years	\$44,106	\$44,988	\$46,000	\$47,334	\$48,754

Supervisor's rate shall be \$3,600.00 per year

Bargaining unit members shall receive step increases on their anniversary date of hire.

APPENDIX D-2

Appendix D-2 Cook					
Year	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
	12/1/2012	12/1/2013	12/1/2014	12/1/2015	12/1/2016
		2.00%	2.25%	2.90%	3.00%
Start	\$28,958	\$29,537	\$30,202	\$31,078	\$32,010
After 1 year	\$30,116	\$30,718	\$31,409	\$32,320	\$33,290
After 2 years	\$31,322	\$31,948	\$32,667	\$33,615	\$34,623
After 3 years	\$32,575	\$33,227	\$33,974	\$34,959	\$36,008
After 4 years	\$33,878	\$34,556	\$35,333	\$36,358	\$37,448
After 5 years	\$35,233	\$35,938	\$36,746	\$37,812	\$38,946
After 6 years	\$36,642	\$37,375	\$38,216	\$39,324	\$40,504
After 7 years	\$38,108	\$38,870	\$39,745	\$40,897	\$42,124
After 8 years	\$39,631	\$40,424	\$41,333	\$42,532	\$43,808
After 9 years	\$41,218	\$42,042	\$42,988	\$44,235	\$45,562
After 10 years	\$42,042	\$42,883	\$43,848	\$45,119	\$46,473
After 11 years	\$42,882	\$43,740	\$44,724	\$46,021	\$47,401
After 12 years	\$43,740	\$44,615	\$45,619	\$46,942	\$48,350
After 13 years	\$44,615	\$45,507	\$46,531	\$47,881	\$49,317
After 14 years	\$45,507	\$46,417	\$47,462	\$48,838	\$50,303
After 15 years	\$46,417	\$47,345	\$48,411	\$49,815	\$51,309
After 16 years	\$47,346	\$48,293	\$49,380	\$50,812	\$52,336
After 17 years	\$48,292	\$49,258	\$50,366	\$51,827	\$53,382
After 18 years	\$49,258	\$50,243	\$51,374	\$52,863	\$54,449
After 19 years	\$50,244	\$51,249	\$52,402	\$53,922	\$55,539
After 20 years	\$51,248	\$52,273	\$53,449	\$54,999	\$56,649

Bargaining unit members shall receive step increases on their anniversary date of hire.

Effective 12-01-2011, Jennie Hennis will be placed on the Appendix D-2 wage schedule per the thirteen (13) years: \$43,740

APPENDIX D-3

Appendix D-3 Light Maintenance					
Year	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
	12/1/2012	12/1/2013	12/1/2014	12/1/2015	12/1/2016
		2.00%	2.25%	2.90%	3.00%
Start	\$25,330	\$25,837	\$26,418	\$27,184	\$28,000
After 1 year	\$26,343	\$26,870	\$27,474	\$28,271	\$29,119
After 2 years	\$27,397	\$27,945	\$28,574	\$29,402	\$30,284
After 3 years	\$28,489	\$29,059	\$29,713	\$30,574	\$31,491
After 4 years	\$29,632	\$30,225	\$30,905	\$31,801	\$32,755
After 5 years	\$30,817	\$31,433	\$32,141	\$33,073	\$34,065
After 6 years	\$32,048	\$32,689	\$33,424	\$34,394	\$35,426
After 7 years	\$33,332	\$33,999	\$34,764	\$35,772	\$36,845
After 8 years	\$34,666	\$35,359	\$36,155	\$37,203	\$38,319
After 9 years	\$36,051	\$36,772	\$37,599	\$38,690	\$39,850
After 10 years	\$36,412	\$37,140	\$37,976	\$39,077	\$40,250
After 11 years	\$36,776	\$37,512	\$38,356	\$39,468	\$40,652
After 12 years	\$37,144	\$37,887	\$38,739	\$39,863	\$41,059
After 13 years	\$37,515	\$38,265	\$39,126	\$40,261	\$41,469
After 14 years	\$37,889	\$38,647	\$39,516	\$40,662	\$41,882
After 20 years	\$38,648	\$39,421	\$40,308	\$41,477	\$42,721

Bargaining unit members shall receive step increases on their anniversary date of hire.

APPENDIX D-4

Appendix D-4 Maintenance					
Year	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
	12/1/2012	12/1/2013	12/1/2014	12/1/2015	12/1/2016
		2.00%	2.25%	2.90%	3.00%
Start	\$35,513	\$36,223	\$37,038	\$38,112	\$39,256
After 1 year	\$36,935	\$37,674	\$38,521	\$39,638	\$40,828
After 2 years	\$38,425	\$39,194	\$40,075	\$41,238	\$42,475
After 3 years	\$39,948	\$40,747	\$41,664	\$42,872	\$44,158
After 4 years	\$41,558	\$42,389	\$43,343	\$44,600	\$45,938
After 5 years	\$43,207	\$44,071	\$45,063	\$46,370	\$47,761
After 6 years	\$44,935	\$45,834	\$46,865	\$48,224	\$49,671
After 7 years	\$46,733	\$47,668	\$48,740	\$50,154	\$51,658
After 8 years	\$48,601	\$49,573	\$50,688	\$52,158	\$53,723
After 9 years	\$50,547	\$51,558	\$52,718	\$54,247	\$55,874
After 10 years	\$52,062	\$53,103	\$54,298	\$55,873	\$57,549
After 11 years	\$53,625	\$54,698	\$55,928	\$57,550	\$59,277
After 12 years	\$55,234	\$56,339	\$57,606	\$59,277	\$61,055
After 13 years	\$56,890	\$58,028	\$59,333	\$61,054	\$62,886
After 14 years	\$58,596	\$59,768	\$61,113	\$62,885	\$64,772
After 15 years	\$60,356	\$61,563	\$62,948	\$64,774	\$66,717
After 16 years	\$62,165	\$63,408	\$64,835	\$66,715	\$68,717
After 17 years	\$64,031	\$65,312	\$66,781	\$68,718	\$70,779
After 18 years	\$65,952	\$67,271	\$68,785	\$70,779	\$72,903
After 19 years	\$67,932	\$69,291	\$70,850	\$72,904	\$75,091
After 20 years	\$68,249	\$69,614	\$71,180	\$73,245	\$75,442

The Supervisor shall receive an additional \$3,600.00 per year.

Bargaining unit members shall receive step increases on their anniversary date of hire.

APPENDIX D-5

Appendix D-5 Telecommunicators					
Year	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
	12/1/2012	12/1/2013	12/1/2014	12/1/2015	12/1/2016
		2.00%	2.25%	2.90%	3.00%
Start	\$35,248	\$35,953	\$36,762	\$37,828	\$38,963
After 1 year	\$36,482	\$37,212	\$38,049	\$39,152	\$40,327
After 2 years	\$37,716	\$38,470	\$39,336	\$40,477	\$41,691
After 3 years	\$39,015	\$39,795	\$40,691	\$41,871	\$43,127
After 4 years	\$41,152	\$41,975	\$42,919	\$44,164	\$45,489
After 5 years	\$43,289	\$44,155	\$45,148	\$46,458	\$47,851
After 6 years	\$45,430	\$46,339	\$47,381	\$48,755	\$50,218
After 7 years	\$47,565	\$48,516	\$49,608	\$51,047	\$52,578
After 8 years	\$49,705	\$50,699	\$51,840	\$53,343	\$54,943
After 9 years	\$51,843	\$52,880	\$54,070	\$55,638	\$57,307
After 10 years	\$52,361	\$53,408	\$54,610	\$56,194	\$57,879
After 11 years	\$52,884	\$53,942	\$55,155	\$56,755	\$58,458
After 12 years	\$53,414	\$54,482	\$55,708	\$57,324	\$59,043
After 13 years	\$53,948	\$55,027	\$56,265	\$57,897	\$59,634
After 14 years	\$54,487	\$55,577	\$56,827	\$58,475	\$60,229
After 15 years	\$55,031	\$56,132	\$57,395	\$59,059	\$60,831
After 16 years	\$55,582	\$56,694	\$57,969	\$59,650	\$61,440
After 17 years	\$56,138	\$57,261	\$58,549	\$60,247	\$62,054
After 18 years	\$56,700	\$57,834	\$59,135	\$60,850	\$62,676
After 19 years	\$57,266	\$58,411	\$59,726	\$61,458	\$63,301
After 20 years	\$58,411	\$59,579	\$60,920	\$62,686	\$64,567

Employer agrees to compensate Telecommunicator Field Training Officer (CTO) an additional \$1.00 per hour for each hour spent training new personnel.

Telecommunicator Supervisor is not entitled to additional compensation for performing duties of Field Training Officer.

Telecommunicator Supervisor shall receive an annual stipend of \$3,600

Bargaining unit members shall receive step increases on their anniversary date of hire.

APPENDIX D-6

Appendix D-6 Part-Time Employees					
Year	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
	12/1/2012	12/1/2013*	12/1/2014	12/1/2015	12/1/2016
	\$12.95	\$13.45	\$13.45	\$13.45	\$13.45

***For FY 2014, the hourly rate will be effective upon the date of execution of the Labor Agreement by both parties. No retro-active wages will be issued on part-time hours.**

**SIDE LETTER OF AGREEMENT
REGARDING THE HEALTH INSURANCE COMMITTEE**

The County of Ogle/Sheriff of Ogle County agree that the Union will be permitted to designate one employee representative to attend meetings of the County's Health Insurance Committee to represent the interests of the bargaining unit represented by the Illinois Fraternal Order of Police Labor Council. If the representative is on duty, time spent by the representative attending the meeting shall be paid time.

FOR THE EMPLOYER:

Ed Rice
Ogle County Chairperson

Gregory A. Beitel
Sheriff of Ogle County

Michael Harn
Sheriff-Elect of Ogle County

FOR THE UNION:

Kevin S. Krug
Illinois FOP Labor Council

Linda McNames

Stephanie Bailey

Tim Mitchusson

*A
Names
are wrong.
Page 40
also*

APPENDIX A

DUES AUTHORIZATION FORM

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCKTOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____, hereby authorize my Joint Employers, Sheriff of Ogle County and the County of Ogle, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.)

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal Email: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.



APPENDIX B GRIEVANCE

Date Filed: _____

Department: _____

Grievant's Name: _____

Last

First

M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s)/Sections(s) violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No. / Year / Grievance No.

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No. / Year / Grievance No.

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



APPENDIX C

SENIORITY LIST

Clerk Typists

Melissa Hayes	03/25/85
Darci Karper	01/03/12
Wendy Smice	02/01/15

Corrections Cook

Jeannie Hennis	09/06/99
----------------	----------

Telecommunicators

Sandy Beitel	06/24/85
Mary DeHaan	05/01/99
Lisa Bloom	08/05/02
Kathy Hardesty	09/03/05
Heather Butler	05/16/07
Susan Steeves	10/16/07
Stephanie Bailey	11/16/07
Lori Jasper	11/01/08
Brian Symons	01/15/12
Jake Simmons	05/01/13
Jennifer Hoffman	07/16/13

Maintenance

Tim Mitchusson	08/02/99
Gary Schnorr	08/01/01

Janitorial

Kim Bauer	12/27/04
Steven Meyers	08/14/06
Penny Lee	01/16/13
Jessica Reed	01/16/15

Effective January 26, 2015

APPENDIX E

HEALTH CARE PLANNING COMMITTEE

**AGREEMENT FOR JOINT LABOR/MANAGEMENT
HEALTH CARE PLANNING COMMITTEE
COUNTY OF OGLE**

WHEREAS, the County of Ogle offers a program of group health care coverage to its employees and retirees and their dependents through a self-funded arrangement; and

WHEREAS, the parties to this Agreement, as set forth below in Paragraph 1, after having met, discussed and evaluated the operation and structure of the previous Health Care Planning Committee, herein "the Committee", have mutually agreed to changes in the structure and operation of the Committee; and

WHEREAS, a consensus has been reached among the Board of the County of Ogle, the exclusive representatives of the County employees pursuant to the Illinois Public Labor Relations Act, County Employees not so represented by an exclusive representative, and the retired County employees who participate in the County of Ogle Employee Health Benefit Plan, and the Administration of the County, that a Joint Labor/Management Health Care Planning Committee (hereinafter "Committee") appears to be the most effective option for dealing with the problem of maintaining quality health care, for the County employees and retirees, while controlling costs.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

1. The parties to this Agreement are as follows:

County of Ogle
Illinois Fraternal Order of Police Labor Council
Teamsters 722

2. Each of the parties hereby agrees to the Health Benefit Plan attached hereto and incorporated herein as set forth in Attachment 1.

3. The plan as described in Attachment 1 shall continue in force as the County of Ogle Health Benefit Plan for the term of this agreement unless modified as provided in Paragraph 4. It is understood and agreed that if any provision of the Plan is or shall be prohibited or limited by law or any modification be required by law, the necessary revisions to the Plan shall be made as required by law.

4. The provisions of the Plan as described in Attachment 1 may be modified only upon 75% or 3/4 vote of the total number of members of the Committee. The modified Plan will then be put into effect, unless 75% or 3/4th of the total number of County Board members vote not to approve the Committee's modification to the plan within sixty (60) calendar days of the vote by this Committee to modify the Plan. As an example, nine members of a 12 member committee would be required to vote for a change in order to modify the provisions of the Plan. In order to reject the modifications, 18 of the 24 County Board Members would have to vote, at the same board meeting, within 60 days of the committee recommending the change, to reject the modifications.

Each party shall have the right to discuss all proposed changes with its membership and seek their input prior to any final vote.

5. Each of the parties has full authority of its governing board, its membership, or whatever group or subgroup within its structure who would have the ultimate authority to enter into this Agreement. Each of the parties represents to each of the parties as an inducement to enter into this Agreement that it has such authority and that it intends to and does bind itself and each of its members to the terms of the Agreement. For the term of this agreement this Committee shall be the exclusive forum for dealing with non-work related health care issues, including but not limited to: the health plan design and benefit levels; deductibles, co-pays and out-of-pocket costs; premium levels; participant eligibility and general coverage; and, claims levels and appeals. During said period each of the parties waives any rights to bargain over the subject of health care or health insurance or to impose other terms or to strike or arbitrate concerning other terms for health care coverage or benefits except for the cost sharing of health insurance premiums. As provided in paragraph 4 above, however, each party reserves the right to discuss all changes with its membership.

Changes in the cost sharing of health insurance premiums between each labor group and the County of Ogle may be bargained individually by the parties as provided by law, or established by the County Ogle for those non-represented employees or retirees.

The parties agree that should any dispute concerning the interpretation or application of this Agreement arise between any two or more of them which cannot be resolved after good faith efforts, it shall be submitted to binding arbitration pursuant to the terms of the Uniform Arbitration Act (7 10 ILCS 51 1 et seq.). It is understood that this provision for arbitration shall not apply to operation of the Plan itself or to any individual claims or disputes under the Plan.

To select an arbitrator, the parties in dispute, by joint letter, shall request that the Federal Mediation and Conciliation Service (FMCS) submit a panel list of seven (7) arbitrators, all with National Academy of Arbitrators (NAA) credentials. The representatives of the parties shall meet within ten (10) days of their receipt of this list from FMCS and engage in a mutual striking process to select an arbitrator. Each party shall have the right to reject one entire list, provided such rejection occurs within five (5) days of the receipt of the list. The parties shall alternatively strike a name from the list until there is one name remaining, with the order of striking to be determined by coin toss. The arbitrator shall be notified of his/her selection by joint letter, requesting that a hearing be scheduled in Oregon, Illinois, on mutually agreed dates, subject to the reasonable availability of the parties and their representatives.

The parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The parties have the right to request the arbitrator to require the presence of witnesses and/or reasonable documents. Employees of the County called to testify at the arbitration shall be released from duty for such purposes without loss of pay or benefits. The arbitrator shall have no authority to amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement. The arbitrator shall consider and decide the issue(s) presented and fashion an appropriate remedy. The arbitrator's decision shall be rendered and delivered in writing to the parties within thirty (30) days of the close of the hearings or the submission of post hearing briefs, whichever is later. Post hearing briefs shall be filed simultaneously by the parties on the date established by the arbitrator. Fees and expenses of the arbitrator, the cost of the hearing room, and the cost of a court reporter to provide a written transcript for the arbitrator shall be shared equally by the parties. If either party desires a verbatim record of the proceedings, it shall pay for the cost of its copy.

6. The parties to this Agreement, in consideration of their mutual undertakings and obligation, mutually agree for the term of this agreement, that this Agreement represents a collectively bargained agreement between and among all of the parties and that no provision concerning this plan shall be raised as an issue in any other collective bargaining agreement, contract or negotiations between those exclusive representatives and the County of Ogle. It is further understood and agreed that this Agreement does not represent a collectively bargained agreement between the County and Elected Official and its non-represented employees nor between the County of Ogle and the retired employees of the County, either individually or collectively, nor does it represent any undertaking to bargain with any exclusive representative concerning insurance, health care, or any other benefit or provision with the retirees who are or were members of any bargaining unit.

7. The Health Care Planning Committee shall be composed of twelve (12) regular members appointed by the parties as follows:

- a. Three (3) members of the County Board;
- b. Three (3) elected officials or department head, all of which must be participants in the plan, and at least one of which must have unionized employees;
- c. Three (3) employees represented by the FOP;
- d. One (1) employee that is a member of a bargaining unit represented by the Teamsters; and
- e. Two (2) non-union employees of which one shall be appointed by the FOP and the other shall be appointed by the Teamsters.

Members of the Committee shall be appointed for a term to be determined by the committee unless sooner replaced by the appointing authority. Recognizing the need for stability in the Committee, each of the parties and participating groups agree insofar as it is practical to maintain the same representatives on the Committee for the term of this Agreement. If it becomes necessary to replace one of its previously designated representatives, such party or group will notify the co-chairs of the Committee in writing as soon as practical and not less than five (5) days prior to any regular Committee meeting.

8. The Committee shall determine its own internal structure, including arrangement for subcommittees and co-chairing of the Committee and subcommittees. Both Labor and Management shall be represented by co-chairs and within the membership of all subcommittees. Labor and Management Committee co-chairs shall be elected by majority vote of their regular Committee members.

The Committee shall establish its long-term and short-term goals, as well as reasonable benchmarks for measuring the progress toward achieving those goals. The Committee shall revise and update its current mission and established goals within six (6) months of execution of this Agreement and present the revised mission and goals to the County Board for review and discussion. On an annual basis no later than December 1 of each calendar year, the Committee co-chairs will present to the County Board an analysis of the condition of the County's health plan including but not limited to cost, plan design, plan costs as compared to external market comparisons, the performance of the plan measured against the revised mission, goals, and benchmarks established by the Committee's members. Each committee meeting whether, regular, special, or subcommittee, shall follow an official agenda prepared and distributed at least forty eight (48) hours in advance of said meeting. Agenda items for consideration

may be placed in writing by any member on the Committee; however only items placed upon the official agenda shall be discussed during any committee meeting. Other items not on the agenda may be only discussed, in a non-binding fashion, if approved by the majority of those members in attendance. Official agendas shall be prepared by the Committee co-chairs through input from the Committee members.

The Committee co-chairs will report the activities of the Committee to the Ogle County Board monthly in the appropriate meeting forum, whether it be closed or open session of the County Board, depending upon the nature of the report. The minutes of all regular and special Committee meetings shall be posted on the Committee's web site or employee bulletin boards.

9. The Committee shall meet monthly on a regular basis, preferably on an established regular meeting date. The Committee may meet more frequently if needs require. Additional meetings may be called as necessary at the direction of the co-chairs. Special meetings shall be called upon demand of any three of the regular members submitted in writing to the co-chairs. Meetings shall be called with a minimum of 10 working days notice to the members. Working days shall be defined as days that the Ogle County Courthouse is open for business. In order for a quorum to be present at a regular meeting, at least 51 % of the overall Committee membership shall be in attendance. If an emergency meeting is necessary in the opinion of the co-chairs, the 10-day notice requirement can be waived. However, in order for a quorum to be determined to be present at an emergency meeting, at least 1 member from each represented bargaining unit and county administration shall be in attendance.

10. Employees who are on duty shall be granted time off work to attend Committee and sub-committee meetings and be paid at the appropriate rate when attending said meetings. There shall be no compensation paid by the County for attendance at meetings when employees are not on duty.

11. The Committee staff shall be selected and appointed from available qualified County staff.

12. The parties agree that for the term of this agreement, the existing fund balance in the County Health Insurance Fund shall be utilized in an effort to control costs for all parties to the plan. The Health Care Planning Committee shall develop a program for utilizing the fund balances.

13. The parties agree that the importance of a strong program to improve health and promote wellness of plan participants cannot be underestimated in providing for a high quality of life for plan participants as well as controlling costs in the long-term for the plan. Accordingly, the Committee agrees that it will set aside funds each year in it's planning for health plan expenses to provide for a pro-active Wellness program.

14. In the event that, after reasonable effort, the Health Care Planning Committee is unable to reach agreement or the health care plan is not approved by the County Board and the parties, the Health Care Planning Committee may be dissolved upon three or more parties to the agreement providing written notice of intent to withdraw from participation to the Committee Co-Chairs. Should fewer than three parties to the agreement request to dissolve the Committee, the committee shall continue with full participation from all parties to the agreement. In the event that such dissolution occurs, any party to this agreement may demand to bargain over the issue of health insurance. Until the outcome of such negotiations is determined, the plan shall remain unchanged as of the date of dissolution.

15. It is understood and agreed that the County of Ogle, being a County, that this Agreement and all actions, procedures, and processes under this Agreement are subject to all of the statutes and ordinances governing the conduct of Counties, including but not limited to, requirements for bidding

and contracting for the provisions of goods and services and compliance with all legal provisions for equal employment opportunity and affirmative action applicable to the County of any other party.

16. This Agreement shall remain in full force and effect for a period of four (4) years from the date hereof. This agreement shall remain in effect from year to year after the expiration date unless one or more of the parties serves notice on the others of their wish to modify or terminate this agreement.

In the event that such notice is served, all parties to this Agreement agree to meet within thirty (30) days to begin good faith negotiations for a successor agreement. If no agreement can be reached within ninety (90) days after the parties begin good faith negotiations, the parties agree to request the services of a mediator through the Federal Mediation and Conciliation Service (FMCS) in an attempt to reach resolution in the dispute. If no agreement can be reached with the assistance of a FMCS mediator, the parties may then pursue the matter through interest arbitration. Until such resolution procedure is complete and final, this Agreement shall remain in full force and effect, and the Committee shall continue with the full participation from all parties to the agreement.

In the event the Committee is ever dissolved, any party to this Agreement may demand to bargain over the issue of health insurance. Until the outcome of such negotiations is determined and until any impasse resolution procedure is complete, the plan shall remain unchanged as of the date of dissolution.

LETTER OF UNDERSTANDING

This Agreement is entered into by the County of Ogle, a body politic, by its duly constituted County Board and the Sheriff of Ogle County, hereinafter also referred to as the "Employers", and the Illinois Fraternal Order of Police Labor Council, hereinafter also referred to as the "Union". The purpose of this Letter of Understanding is to address the wage and step agreement the parties have agreed covering the period from December 1, 2010 through November 30, 2011 only. The Illinois Fraternal Order of Police Labor Council and its membership (Unit C) have agreed to a temporary wage and step freeze only for the period covering December 1, 2010 through November 30, 2011. The parties further agree, that effective December 1, 2011, the annual step movement provided in the wage schedules shall resume, provided that the step movement for fiscal year 2012 (December 1, 2011 through November 30, 2012) will be a one-step increase from the step which the bargaining unit member occupied as of November 30, 2010. The parties further agree that it is not the intent of the parties to "make-up" the frozen step during the term of this Agreement, but does not negate the parties negotiating such in the future. It is also agreed to, that movement through the steps applicable for individuals in the steps effective December 1, 2011 will be as to the practice and continuing except as denoted. The temporary freezing of step and cola increases for the period covering December 1, 2010 through November 30, 2011 does not constitute a precedent in future step or cola increases as negotiated in the Collective Bargaining Agreement. This Letter of Understanding provides for an orderly collective bargaining relationship between the Employers and the Union representing the employees in the bargaining unit, and to make clear this is a temporary agreement to freeze the step and cola increase for the term covering December 1, 2010 through November 30, 2011.

The Ogle County Board and the Sheriff of Ogle County agree that no current full-time employee covered by the Collective Bargaining Agreement will be laid-off or reduced covering the period from October 29, 2010 through November 30, 2011.

The Ogle County Board and the Sheriff of Ogle County agree that the Health Insurance currently provided will not have any increases be implemented to covered staff, nor will any of the current benefit levels or employee out of pocket expenses increase above the current rates in place as of October 29th, 2010 through November 30, 2011.

In consideration of mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative do mutually covenant and agree.

IN WITNESS WHEREOF, the parties hereto have affixed their signature this _____ day of December, 2010.

FOR THE COUNTY OF OGLE:

FOR THE UNION:

Ed. Rice
Ogle County Chairperson

Kevin S. Krug
Illinois Fraternal Order of Police

Gregory A. Beitel
Sheriff of Ogle County

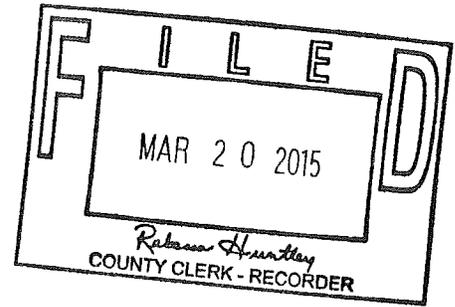
Linda McNames

Stephanie Bailey

Michael Harn
Sheriff-Elect of Ogle County

Tim Mitchusson

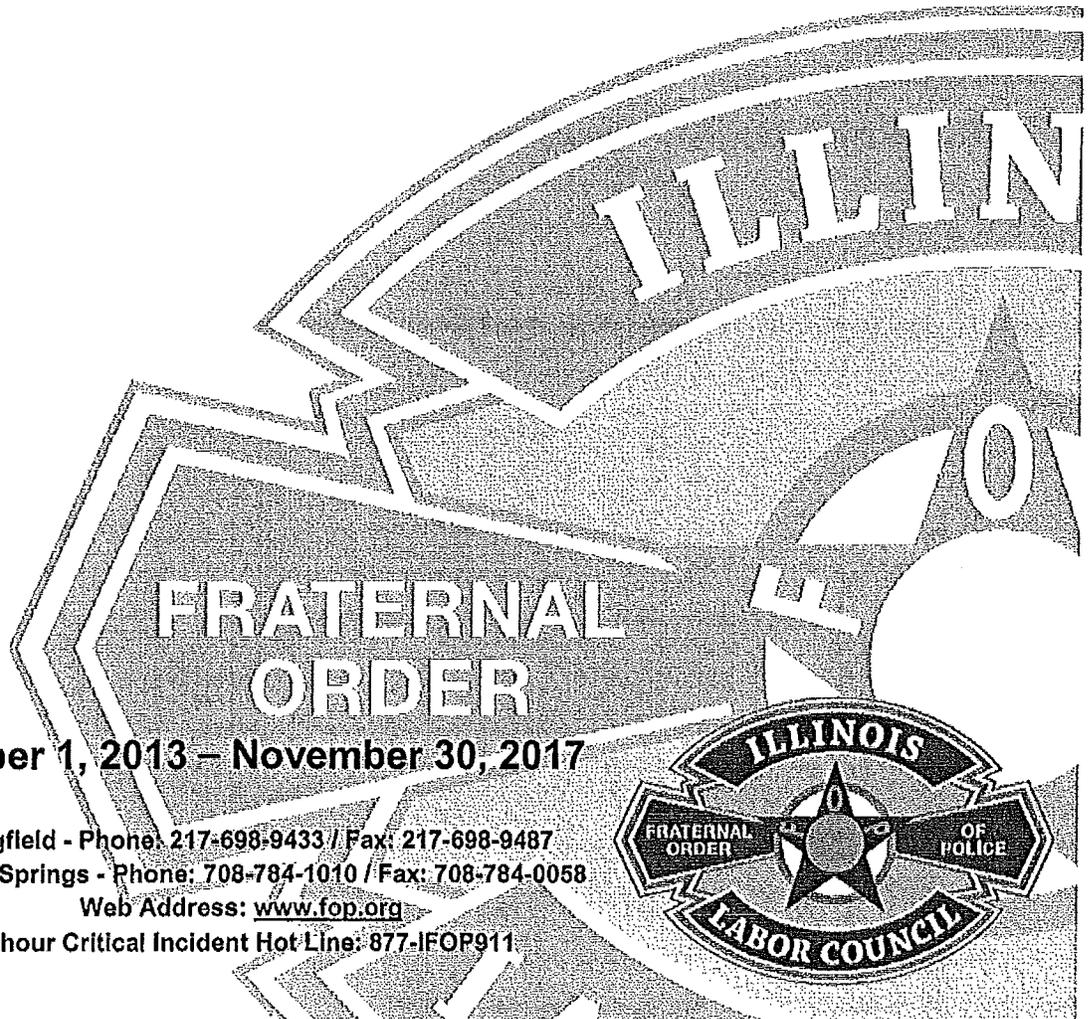
ILLINOIS FOP LABOR COUNCIL



and

COUNTY OF OGLE & OGLE COUNTY SHERIFF

Sergeants and Corporals Unit



December 1, 2013 – November 30, 2017

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911

AGREEMENT

BETWEEN

COUNTY OF OGLE AND

OGLE COUNTY SHERIFF

AND

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL**

REPRESENTING

**OGLE COUNTY SHERIFF'S DEPARTMENT
SERGEANTS AND CORPORALS UNIT**

December 1, 2013 – November 30, 2017

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PREAMBLE

This Agreement is entered into by the County of Ogle, a body politic; by its duly constituted County Board and the Sheriff of Ogle County, herein after referred to as the "Employers", and the Illinois Fraternal Order of Police Labor Council, hereinafter referred to as the "Union". The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employers and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. This Agreement is to be interpreted and applied consistent with the law of the State of Illinois. 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 1 RECOGNITION

Section 1.1 Unit Description

The Employers hereby recognize the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, and other terms and conditions of employment for the following:

UNIT

Included: All full-time employees in the following job classifications: All Patrol Corporals; Patrol Sergeants; Corrections Corporals, and Corrections Sergeants.

Excluded: All other employees employed by the County of Ogle and the Ogle County Sheriff, and all supervisory, managerial and confidential employees as defined by the Act.

Section 1.2 Career Position

The Union and the Employees both recognize that the classification of law enforcement officer and corrections officer is a career position. We further recognize that such position requires suitable equipment in order to perform the duties and responsibilities of the Law Enforcement and Corrections Officer. No officer shall refuse to perform his duty for reasons of objection to such equipment but shall grieve such objections.

Section 1.3 Supervisors

Bargaining unit members may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and/or situations where their on-duty supervisor determines that the then readily available for duty bargaining unit personnel are not as proficient to perform the task necessary to be accomplished by the on-duty supervisor or where such work is necessary to train a bargaining unit employee, such work by supervisors shall not cause any layoffs, reduction in the work force by attrition or other means or reduction in regularly scheduled hours. Supervisors shall not be assigned to perform the duties of a vacant position in the bargaining unit for more than thirty (30) days if a valid merit commission eligibility list exists or more than ninety (90) days if a new eligibility list must be created, subject to the availability of budgeted Funds.

Section 1.4 Part-Time Employees

The Employer may continue to utilize the services of Part-Time employees to perform bargaining unit work, but such utilization shall not cause layoffs, reduction in force or reduction in regular scheduled hours. The use of Part-Time personnel in the bargaining unit shall not be increased over existing levels.

Section 1.5 Duty Assignment

Qualified employees in Patrol may be assigned to Corrections duty on a temporary basis and qualified employees in Corrections may be assigned to Patrol duty on a temporary basis in the discretion of the Sheriff to meet operating needs when off-duty employees in this unit are not available and/or it is determined by the Sheriff or the Sheriff's designee that the bargaining unit personnel are not qualified and/or available to fulfill the then necessary needs of the Sheriff's Office.

ARTICLE 2 NEW CLASSIFICATIONS AND VACANCIES

Section 2.1 New Classifications

Where the Employers find it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employers and Union agree to jointly petition the Illinois State Labor Board to seek the necessary unit clarification. If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the 2nd step of the grievance procedure. The second step grievance committee or arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

- (a) The job content and responsibilities of other position classifications in the Employer's work force in the bargaining unit of this Agreement;
- (b) Like positions with similar job 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 Employers shall remain in effect pending the decision. If the decision of the second 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 the procedures of this Agreement.

Section 2.2 Vacancies

Vacancies shall be created and filled in accordance with the applicable rules, regulations, and procedures of the Merit Commission; however, once the Sheriff determines that a vacancy shall be filled by an appropriate notice thereof, said vacancy will be filled, absent extraordinary conditions and/or circumstance within one-hundred and eighty (180) calendar days of the issuance of said notice. All vacancies along with job duties, responsibilities and rates of pay will be posted at least ten (10) calendar days in advance of any interviews before the selection and filling of vacancy.

ARTICLE 3 NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunity

The Employers will provide equal employment opportunity and practice of a non-discriminatory nature consistent with Federal and State of Illinois laws to all members of the bargaining unit. The Employers and the Union agree that there shall be no discrimination by the Employers or the Union against employees because of race, color, creed, religion, national origin, sex, age, or marital status or because of a physical handicap with respect to a position the duties of which can be performed adequately by an individual with such a physical handicap without danger to the health or safety of the physically handicapped person or to others.

Section 3.2 Union Membership or Activity

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

Section 3.3 No Dual Remedies

Alleged violations of this Article which may also be the subject of a charge before a State or Federal administrative agency shall not be grievable, but must instead be filed with the appropriate State or Federal Agency.

ARTICLE 4 MANAGEMENT RIGHTS

The Employers have and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employers shall include, but are not limited to, the right:

- (a) to determine the organizational and operations of the Ogle County Sheriff's Office;
- (b) to determine and change purpose, composition and function of each of its consistent departments, and subdivisions;
- (c) to set standards;
- (d) to direct the employees of the Ogle County Sheriff's Office, including the right to assign work and overtime;
- (e) to hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign, and schedule employees;
- (f) to increase, reduce or change, modify or alter the composition-and the size of the work force, including the right to relieve employees from duties because of lack of work or Funds or other proper reasons;
- (g) to contract out work when essential in the exercise of powers of the Sheriff's Office;
- (h) to establish work schedules and to determine the starting and quitting time, and the numbers of hours worked;
- (i) to establish, modify, combine or abolish job positions and classifications;
- (j) to add, delete or alter methods of operations, equipment of facilities;
- (k) to determine the location, methods, means, and personnel, by which operations, are to be conducted including the right to determine whether goods and services are to be made provided or purchased;
- (l) to establish, implement and maintain an effective internal control program;
- (m) to suspend, demote, discharge for just cause; and,
- (n) to add, delete, or alter policies, procedures, rules, and regulations.

ARTICLE 5 SUBCONTRACTING

Section 5.1 General Policy

It is the general policy of the Employers to continue to utilize employees to perform work they are qualified to perform. However, the Employers reserve the right to contract out any work it deems necessary in the interests of economy, improved work product or emergency provided that such subcontracting does not cause layoff or reduction of work hours for bargaining unit employees.

ARTICLE 6 DUES DEDUCTION AND FAIR SHARE

Section 6.1 Dues Deduction

Upon receipt of proper written authorization from an employee, the Employers shall deduct each month Union dues in the amount certified by the Union from the pay of all employees covered by this Agreement, who, in writing, authorize such deductions. Such money shall be submitted to the Illinois FOP Labor Council at 974 Clocktower Drive at Springfield, IL 62704-1304 within; thirty (30) days after the deductions have been made. Said deductions will be terminated upon the Employee's written request. The Union hereby indemnifies and agrees to hold the Employers harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employers for the purpose of complying with the provisions of this Article.

Section 6.2 Fair Share

Any present employee who is not a member of the Union shall be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees hired on or after the effective date of this Agreement who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above. The Employers shall with respect to any employee on whose behalf the Employers have not received a written authorization (see Appendix "A") as provided for above, the Employers shall deduct from the wages of the employee, the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

- (a) The Union has certified to the Employers that the affected employee has been delinquent in their obligations for at least thirty (30) days;
- (b) The Union has certified to, the Employers that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article, and that the employee has been advised by the Union, of their obligations pursuant to this Article and of the manner in which the Union has calculated the fair share fee;
- (c) The Union has certified to the Employers that the affected employee has been given a reasonable opportunity to prepare and submit any objections to have said objections adjudicated before an impartial arbitrator assigned by the employee and the Union for the purpose of determining and resolving any objections the employee may have to the fair share fee.

ARTICLE 7 NO STRIKE

Section 7.1 No Strike Commitment

Neither the Union nor any officer 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 Employers during the term of this Agreement. Neither covered employees nor any official of the Union shall refuse to cross any picket line, by whoever established.

Section 7.2 Performance on 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 Union agrees that no disciplinary action or other action will be taken by the Union against any employee or employees covered by this Agreement by reason of any such action or conduct in the line of duty or in any way using their official position.

Section 7.3 Resumption of Operation

In the event of action prohibited by Section 7.1 above, the Union immediately shall disavow such action and request the officers to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 7.4 Union Liability

Upon the failure of the Union to comply with the provisions of Section 7.2 above, any agent or official of the Union who is an officer or person who is a member of the bargaining unit may be subject to the provisions of Section 7.5 below.

Section 7.5 Discipline of Strikers

Any officer or member of the bargaining unit, who violates the provisions of Section 7.1 of this Article, shall be subject to immediate discharge. Any action taken by the Sheriff against any officer or member of the bargaining unit who participates in action prohibited by Section 7.1 above shall not be considered as a violation of this Agreement and shall not be subject to review, except that the factual issue of whether an officer or member of the bargaining unit in fact participated in a prohibited action shall be subject to review in a disciplinary action instituted by the Sheriff pursuant to Article 13 Dispute Resolution and Grievance Procedure in the Collective Bargaining Agreement.

ARTICLE 8 RESOLUTION OF IMPASSE

All impasses on matters in dispute shall be resolved according to the provisions of Section 14 of the Illinois Public Labor Relations Act, as amended, except that all arbitration hearings shall be conducted in Oregon, Illinois.

ARTICLE 9 BILL OF RIGHTS

If the interrogation of a member of the bargaining unit subject to the terms of 50 ILCS 725/1 et. seq. is to occur which may lead to suspensions of more than three (3) work days without pay or termination of employment, then such member shall have the right to a Union representative during such questioning. Nothing in this Article is intended to or should be construed to waive employee's right to Council representation during questioning that the employee reasonably believe may lead to discipline.

Employees covered by the terms of this Agreement shall have such rights as set forth in the United States Supreme Court decision in NLRB vs. Weingarten, 420 U.S. 251 (1975) and the Department of Central Management Services & Corrections (Moorage) decision, 1 PERI par. 2020 (ISLRB, 1985).

Section 9.1 Photo Dissemination

No photo of an employee under investigation shall be made available to the media prior to a conviction for a criminal offense, unless determined by the Sheriff or the Sheriff's designee to be in the best interest of public safety for the citizens of Ogle County or prior to an administrative decision being rendered by the Sheriff.

Section 9.2 Compulsion of Testimony

The Sheriff shall not compel an employee under investigation to speak or testify before, or to be questioned by any non-governmental agency relating to any matter or issue under investigation. This provision does not apply to the Employer or its attorneys who shall have the right to question an employee relating to any matter which may subject the Employer to potential liability.

Section 9.3 Administrative Leave

The decision as to whether an employee will remain in pay status pending the outcome of an administrative or criminal trial shall be made on a case by case basis, and shall equitably and reasonably be made, given the circumstances of each individual case. All appeals for a suspension without pay of a member of the bargaining unit without a complaint having being filed by the Sheriff are to be appealed per Article 11 Discipline and Discharge as set forth in this Agreement.

ARTICLE 10 PERSONNEL FILES

Section 10.1 Personnel Files

The Sheriff shall keep a central personnel file within the bargaining unit for each employee. The Sheriff may also keep working files such as internal investigation files; however, material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee. The Employer agrees to abide by the terms as set forth in 820 ILCS 40/1 et seq. and the Freedom of Information Act as found in 5 ILCS 140/1 et. seq.

Section 10.2 Inspection

Upon request of an employee, the Sheriff shall reasonably permit an employee to inspect their personnel file but not internal investigation files during an investigation. The internal investigation file shall be available for inspection upon disciplinary action being imposed or a complaint seeking disciplinary action. Inspection of files shall be subject to the following:

- (a) Such inspection shall occur within a reasonable time following receipt of the request;
- (b) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable 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 their file with respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may inspect their personnel file subject to the procedures contained in this Article;
- (e) Pre-employment information, such as reference reports, credit check or information provided the Employers with a specific request that it remain confidential shall not be subject to inspection or copying.

Section 10.3 Notification

Employees and the Union shall be given immediate notice by the Sheriff when a formal, written reprimand or other disciplinary documentation is permanently placed in their personnel file. A copy of said discipline shall be given to the employee and the Union.

ARTICLE 11 DISCIPLINE AND DISCHARGE

Section 11.1 Discipline and Discharge

The parties recognize the principles of progressive and corrective discipline. Disciplinary action may be imposed upon an employee only pursuant to the laws of the State of Illinois. If the Sheriff or Command 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. No officer covered by the terms of this Agreement shall be suspended, relieved from duty or disciplined in any matter without just cause. Disciplinary action or measure shall include only the following:

Coaching and counseling

Written reprimand
Suspension (notice to be given in writing)
Discharge
Demotion

Section 11.2 Limitation

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

Section 11.3 Pre-disciplinary Meeting

For discipline other than oral and written reprimands, prior to the imposition of discipline, the Sheriff or the Sheriff's designee shall follow this procedure: The Sheriff shall notify the Union or other member of the Union Grievance Committee and the affected employee that the employee desires to hold a pre-disciplinary meeting and the time and date of such meeting. The Sheriff or the Sheriff's designee shall thereafter inform the Union and employee of the contemplated measure of discipline and the reasons therefore. If agreement can then be reached on the measure of discipline, it shall be imposed.

Section 11.4 Discipline Appeal Process

The Sheriff of Ogle County and the County of Ogle and the Illinois Fraternal Order of Police Labor Council have negotiated an alternative procedure based upon the Dispute Resolution and Grievance Procedure provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of disciplinary action or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Sheriffs' Merit Commission Act as found in 55 ILCS 5/3-8001 et. seq. After the Pre-disciplinary meeting has been held pursuant to Article 11, Section 11.3 Pre-Disciplinary Meeting, and if the Sheriff or the Sheriff's designee imposes disciplinary action, an employee has the option to have the disciplinary action appealed per the Dispute Resolution and Grievance Procedure provisions of this Labor Agreement or before the Ogle County Sheriffs' Office Merit Commission, but not both. The employee upon written notification and implementation of the disciplinary action has ten (10) business days, Saturday, Sunday and holidays shall be excluded, to select via the Election Waiver and Release Form; Appendix D the option the employee has selected to appeal the discipline. Once the employee has made the election, no changes will be allowed and such denoted election constitutes a waiver to use the other appeal process not selected.

If the affected covered member selects to appeal the disciplinary action via Article 13, Dispute Resolution and Grievance Procedure of the CBA, the parties agree the (Sheriff of Ogle County and/or the County of Ogle) or their agent for the Employers has the right to implement disciplinary action, up to and including termination for just cause only immediately upon receipt of the Election Waiver and Release Form and will not review, process, file charges or present the disciplinary action before or to the Ogle County Sheriff's Office Merit Commission which is subject to the Dispute Resolution and Grievance Procedure as set forth in this Agreement.

If the affected covered member elects to appeal the disciplinary action per Appendix D: Election Waiver and Release Form to the Ogle County Sheriff's Office Merit Commission, the procedures set forth in the rules and regulations of the Commission will be followed.

Section 11.5 Merit Commission Appointments

Should the Sheriff desire to fill a vacancy on the Merit Commission; the Sheriff shall notify the Union or other member of the Union Grievance Committee or the recommended appointment not less than seven (7) days prior to sending the recommended appointment to the County Board. Upon request of the Union,

the Sheriff shall meet and confer with the Union over the advisability of such recommendation and consider alternatives suggested by the Union.

Section 11.6 Reassignments

The Sheriff may, in his discretion, reassign any employee while an investigation of possible wrong behavior is completed. Such assignment shall be without prejudice.

Section 11.7 Inactivation

If any member shoots, while in the line of duty, another person, that member may be inactivated, receiving full pay and benefits for a period of up to three (3) days except periods of emergency, unless such action is cause of disciplinary action. During the three (3) days, the employee must make themselves available for investigative purposes.

ARTICLE 12 INDEMNIFICATION

Section 12.1 Indemnification

The Employer shall be responsible for, hold employees harmless from and pay damages or monies which may be adjudged, assessed, or otherwise levied against any employee covered by this Agreement for any act or omission of said employee to the level provided for at minimum the applicable statutes. The Employer agrees to abide by 65 ILCS 5/1-4-6.

Section 12.2 Representation

An employee covered by the terms of this Agreement shall have legal representation by the Employer in any civil cause of action brought against an employee resulting from or arising out of the performance of duties, whether the employee was on duty or off duty at the time of the incident. The affected employee shall be permitted to choose such legal counsel, subject to the approval of the Employer.

Section 12.3 Cooperation

Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article. Should a member of the bargaining unit fail to cooperate, the terms of this Article shall not apply.

Section 12.4 Applicability

The Employer will provide the protections set forth herein, so long as the employee is acting within the scope of the employee's employment and where the employee cooperates with the Employer in defense of the action or claim. Acts of willful misconduct are not covered by the Article. Acts of intentional wrongdoing, willful and wanton conduct and/or reckless acts are not covered by the provisions of this Article.

ARTICLE 13 DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

All disciplinary grievances shall be subject to the provisions of this Article. Should a member of the bargaining unit disagree with the content of a written reprimand, the Sheriff shall allow said member to reduce to writing the disagreement and to have such writing attached to the written reprimand issued by the Sheriff or the Sheriff's designee. Nothing shall prevent the Sheriff from withdrawing or modifying the written reprimand based on the content of the said writing of the bargaining unit member. Oral reprimands shall not be subject to the Grievance Procedure.

Section 13.1 Definition of a Grievance

A grievance is defined as any unresolved indifferences between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement. The rationale or defense

of "past practice", whether raised by the Joint Employers or Union herein is expressly subject to the grievance procedure.

Section 13.2 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 their immediate supervisor. The employee shall make their complaint to their immediate supervisor. The supervisor will notify the employee of the decision within two (2) 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 assigned work task; and complain later.

Section 13.3 Representative

Grievances may be processed by the Union, or the Union on behalf of an employee or on behalf of a group of employees. The Employers may file contract grievances directly at Step 2, Section 13.8 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 Union representation at each and every step of this grievance procedure upon their 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 13.4 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, and the signature of the grieving employee(s) or the FOP Labor Council and the date.

Section 13.5 Time Limitations

Grievances may be withdrawn at any step of the grievance procedure with prejudice to the pending grievances but without precedent to future grievances. If the time limits established in the grievance procedure are not followed by the Union or member of the bargaining unit, the grievance shall be considered waived. The time limits established in the grievance procedure shall be followed by an employee or the Union, the grievance shall be considered settled.

If the time procedure is not followed by the Employer, the grievance shall remain active and automatically advance to the next step; provided however, that arbitration shall not occur unless the Union submits written notice of its desire to arbitrate. The time limits established herein may be extended by mutual agreement in writing. In computing days under the grievance and arbitration procedures, Saturday, Sunday and holidays shall be excluded.

Section 13.6 Grievance Processing

A grievance committee member may during regular working hours, without loss of time or pay, in accordance with the terms of this Article, investigate and present grievances to the Employers and may attend negotiating sessions upon having received permission from their supervisor to do so. The supervisors shall grant permission within a reasonable time after the first (1st) hours of the shift for the steward to leave their work for these purposes subject to necessary emergency exceptions. The privilege of the steward leaving their work during working hours, without loss of time or pay, is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. The Union representative may be required to record time spent. All such Union representatives will perform their regularly assigned work at all times except whenever necessary to leave their work to process grievances as provided herein.

Section 13.7 Grievance Meetings

A maximum of two (2) employees (the grievant and/or Union representative) per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employees work shift. In the event of a grievance, the employee and Union representative(s) shall first perform their assigned work task and file their grievance later.

Section 13.8 Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

STEP 1 If no agreement is reached between the employee and the supervisor, as provided for in Section 13.2 Dispute Resolution, the Union shall prepare a written grievance on a form mutually agreed to (see Appendix "B") and presented to the Sheriff no later than ten (10) working days after the employee was notified of the decision by the supervisor. Within five (5) working days after the grievance has been submitted, the Sheriff shall meet with the grievant the Union Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Sheriff shall respond in writing to the grievant and the Union Representative within five (5) working days following the meeting.

STEP 2 If the grievance is not settled at Step 1, the grievance may be referred in writing within five (5) working days after the decision of the Sheriff to a Committee consisting of the Sheriff and three (3) members of the County Board appointment by the Chairman. Within twenty (20) working days after the grievance has been filed with the Committee, the Committee shall meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The committee shall respond in writing to the grievant and the Union within five (5) working days following the meeting. The Sheriff shall have one (1) vote and the County Board members, collectively, shall have one (1) vote in resolving the grievance.

STEP 3 If the dispute is not settled at Step 2, the matter may be submitted to arbitration within ten (10) working days after the Committee's written decision of the expiration of the five (5) day period if the Committee fails to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration, a representative of the Employer and the Union 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 Federal Mediation and Conciliation Service to submit a list of seven (7) by alternate strikes by the Employer representative and the Union. The Employer and the Union shall flip a coin to determine who strikes first. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) panel of the arbitrators. The arbitrator shall be notified of their selection by a joint letter from the Employer and the Illinois Fraternal Order of Police Labor Council. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Union representative and shall be notified of the issue where mutually agreed by the parties. All, hearings shall be held in the City of Oregon, 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 Employers or Union 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 Employers and the Union. Costs of arbitration shall include the arbitrator's fees, and transcription costs. Nothing in this Article shall preclude the Employers and Union from agreeing to use expedited arbitration procedures. 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 Employers, Union and the employee or employees involved. The Employers and the Union agree to abide by the Uniform Arbitration Act. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement.

ARTICLE 14 SENIORITY

Section 14.1 Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment from the last date of hire with the Employer for accrual purposes and for the use purposes it shall be defined as date of promotion to the rank. In the case of transfer from a classification where the rate of pay is less, the entry level of pay shall apply. With the exception of pay, all other benefits herein shall be based upon continuous length of service from date of last hire.

Section 14.2 Probation Period

Probationary period for members of this bargaining unit shall be consistent with the Merit Commission Rule and Regulations, as they existed at the time of ratification of this Agreement.

Section 14.3 Seniority List

The Employers and Union have agreed upon the initial seniority list setting forth the present seniority dates (including date of hire and date of promotion to the current rank) for all employees covered by this Agreement and shall become effective on the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority, listing shall be resolved through the grievance procedure. The initial agreed list is attached hereto as Appendix "C" and made a part hereof.

Section 14.4 Termination of Seniority

An employee may be terminated by the Employers and the employee's seniority broken when the employee:

- (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 full-time employment while on an approved leave of absence from the Sheriff's Office, unless the leave was granted for the purpose of employment; 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.

Section 14.5 Suspensions

Employees shall not accrue seniority for any disciplinary suspensions of ten (10) days or longer. In the event that the discipline is subsequently reversed or modified, the appropriate accrual of seniority shall be reinstated.

Section 14.6 Seniority While on Leave

Employees in the bargaining unit shall not accrue credit for time spent on authorized, unpaid leave of absence. Vacation, sick leave, holidays and other similar benefits will not be earned while on unpaid leave of absence.

Section 14.7 Departmental Transfer

An employee in the bargaining unit who transfers from another Ogle County Department shall accumulate total seniority at the County only for purposes of calculating vacation and sick leave.

Section 14.8 Dispute Resolution

Where two (2) or more employees request the same time off, seniority shall, determine first choice. Where two (2) or more employees are eligible for an overtime opportunity, seniority shall determine first choice.

ARTICLE 15 LAYOFF

Section 15.1 Layoff

In the event the Employers determine a layoff is necessary based upon insufficient funds, employees shall be laid off within each particular job classification and Department in the inverse order of their seniority unless compliance with State or Federal law requires otherwise.

Section 15.2 Layoff Order

Temporary and Part-Time employees and then probationary employees shall be laid off first, and then full-time employees shall be laid off in inverse order of their seniority. Individual employees shall receive notice in writing of the layoff not less than, thirty (30) days prior to the effective date of such layoff.

Section 15.3 Recall

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

ARTICLE 16 HOLIDAYS

Section 16.1 Paid Holidays

Employees not working on a holiday shall receive twelve (12) ten (10) or eight (8) hours pay as holiday pay depending on their scheduled shift. All employees covered by this Agreement shall receive the below designated holidays and any additional holidays as set annually by the Ogle County Board. The Sheriff retains the right to schedule employees off on the aforementioned, additional holidays. The following days shall be designated as paid holidays:

- | | |
|----------------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King, Jr. Birthday | Columbus Day |
| Lincoln's Birthday | Veteran's Day |
| Washington's Birthday | Thanksgiving Day |
| Spring Holiday | Day after Thanksgiving |
| Memorial Day | Christmas Day |
| Independence Day | |

Section 16.2 Pay for Holiday Work

Employees required to work a holiday shall be paid time and one-half (1+1/2) pay for all hours worked in addition to their base pay. Employees regularly scheduled to work on a holiday who actually report to work shall not be sent home without consent of the employee. The aforementioned holidays referred to in Section 16.1 shall be paid at the employee's discretion as compensatory time or overtime.

ARTICLE 17 VACATIONS

Section 17.1 Vacation Leave

All full-time employees shall earn vacation time. Employees on leave of absence, suspension or layoff shall not accrue vacation time. Eligible employees shall earn vacation time in accordance with the following schedule:

After 1 Year	1 week to be taken in the second year
After 2 Years	2 weeks for the third and subsequent years
After 7 Years	3 weeks for the eighth and subsequent
After 12 Years	4 weeks for the thirteenth and subsequent
After 15 Years	4 weeks for the sixteenth year
After 16 Years	4 weeks and 1 day
After 17 Years	4 weeks and 2 days
After 18 Years	4 weeks and 3 days
After 19 Years	4 weeks and 4 days
After 20 Years	5 weeks
After 21 Years	5 weeks and one (1) day
After 22 Years	5 weeks and two (2) days
After 23 Years	5 weeks and three (3) days
After 24 Years	5 weeks and four (4) days
After 25 Years	5 weeks and five (5) days

Section 17.2 Vacation Pay

All vacation leave will be paid for at the regular hourly rate and on the basis of their weekly work schedule. In the discretion of the Sheriff and subject to available budget Funds, an employee may annually redeem up to one (1) week's vacation for pay in exceptional circumstances.

Section 17.3 Vacation Requests

To get priority for vacation (except for an occasional day which is taken as vacation leave) all employees must submit, in writing, to the Sheriff, a schedule of desired vacation on a quarterly basis, vacation requests shall be made at least fifteen (15) days in advance of the posting of the work schedule. Conflicts in scheduling will be resolved in favor of the most senior employee in rank. At least five (5) days notice shall be given for a one (1) day leave. No employee shall be entitled to priority in selecting their vacation for more than two (2) weeks in each calendar year. No more than one (1) employee from each shift may be on vacation at the same time. The Sheriff agrees vacation request shall not be unreasonably denied and further agrees to make every effort to respond to vacation request in a timely manner.

Section 17.4 Termination

Any employee who has completed their probationary period who terminates County employment shall be paid for their accumulated vacation days at the rate of pay currently received by said employee. Any unused vacation days in the year of termination shall be pro-rated.

Section 17.5 Vacation Eligibility

No employee shall be entitled to any vacation, or pay therefore, until the employee has been on the payroll for a continuous period of at least twelve (12) months and has satisfactorily completed their probationary period. Vacation with pay will not be granted before vacation time has been earned.

Section 17.6 Cancelled Vacation

If a properly scheduled vacation must be cancelled by the Sheriff, the employee shall be paid their normal hourly rate for the lost vacation time. The Sheriff or designee shall grant the vacation be rescheduled either the same calendar year or the following year.

Section 17.7 Vacation Pay Advance

If a regular payday falls during an employee's vacation and the employee is to be on vacation for two (2) weeks or longer, the employee will be entitled to receive that check in advance before going on vacation. An employee must make a request to the Sheriff for their check two (2) weeks before the payday if the employee expects to receive the check in advance. All authorized deductions due will be taken out of vacation checks at the time of issue.

ARTICLE 18 SICK LEAVE

Section 18.1 Sick Leave

Accumulated unused sick leave upon retirement shall be credited to additional retirement benefits under IMRF. Sick leave shall be deducted on an hour for hour basis. Employees shall accumulate sick leave as follows:

A.	<u>Years of Service</u>	<u>Accrual Per Month</u>		<u>Maximum Sick Leave Accumulation</u>
		<u>8 Hr. Shift</u>	<u>12 Hr. Shift</u>	
	0-1	4 Hours	9 Hours	6 duty days
	Over 1 Year	8 Hours	10 Hours	Unlimited

Section 18.2 Use of Sick Leave

No employee will be permitted to take sick leave that has not yet been earned. Sick leave may be taken after six (6) months of employment for the following reasons: Any illness an employee may contract or any exposure to a contagious disease the employee may experience in which the health of others may be endangered by their attendance at duty or an illness of the immediate family, spouse, child, mother, father, or the employee's grandparents. For compensable injury or illness, to supplement the Worker's Compensation benefits, to equal such employee's regular rate of pay charged against sick leave bank. Any non-duty connected disability an employee may sustain, except for an injury that may be sustained while being in the employ of another during their off duty time which is covered by Worker's Compensation furnished by the other Employer.

Section 18.3 Medical Leave

(a) Physician's Verification: A doctor's written verification may be required as evidence of an employee or family illness or any injury prevented the employee's attendance at work for a period in excess of three (3) continuous days or in cases of multiple absences due to sick leave. Falsification of such evidence will be sufficient cause of disciplinary action.

(b) Sick Leave During Vacation: If an employee becomes ill while on vacation, the use of sick leave shall be granted only if written proof from a doctor is submitted describing the illness, the length of

incapacity and further evidenced by a receipted bill for services of the attending physician. The employee shall return to work on the originally scheduled date unless that date is changed by their supervisor.

(c) Medical Examination: Employees suffering from a chronic or recurring illness necessitating absences in excess of the absences for which sick pay is payable may, at the Sheriff's option, be required to submit to an examination by a physician chosen by the Sheriff. If corrective surgery or other therapy is recommended to remedy or alleviate such illness and the employee does not submit to such surgery or therapy within reasonable time, the employee may be discharged due to such physical disability.

Section 18.4 Sick Leave Abuse Sanctions

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 Article 18: Section 18.2. In the case of the abuse of such sick leave, the employee shall not be paid for such leave taken nor shall the employee accrue any rights such as seniority or other rights. "Abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement. All employees agree to cooperate fully with the Department in verifying illness.

Section 18.5 Termination

Covered employees, upon termination with the proper two (2) weeks notice and who have five (5) years of completed service through eight (8) years of service will be compensated for all hours at their straight time pay for each unused accumulated sick hours, at their current rate of pay. Covered employees, who do not have five (5) years completed service or quits without the proper notice with or without, the five (5) years of completed service or who are discharged for just cause will not be entitled to any compensation of accumulated sick pay.

ARTICLE 10 LEAVES OF ABSENCE WITHOUT PAY

Section 19.1 Leave of Absence Definition

The Sheriff may grant leaves of absence in his sole discretion. For the purpose of this Agreement, a leave of absence without pay shall be defined as all time for which a County employee is to be continued as an employee but not paid whether it be one (1) day or the maximum time allowable under the reason for the leave. When an employee is granted a leave of absence without pay, the Sheriff commits to allowing the employee to return to work at the end of the leave to the same duties and the same salary that the employee was performing and earning when the employee went on leave. Any substitutes hired to fill in for employees on leaves of absence without pay should be hired accordingly, and laid off or discharged at the return of the employee on leave. If the employee's position is eliminated by the County Board or State or federal enactment during his leave, the employee shall be placed first on the recall list for a vacancy in the Department for which the employee is qualified. When granted a leave of absence without pay, the employee commits to return to work at the end of the leave.

Section 19.2 Effect of Leaves Without Pay

- (a) Does not receive pay from the County.
- (b) Does not earn annual vacation leave.
- (c) Does not earn sick leave.
- (d) Has no time deducted from the employees' annual vacation leave or sick leave to cover the time off on the leave of absence without pay.
- (e) The employee does not earn any additional credit for seniority but retains the length of seniority credited at the beginning of the leave.

- (f) Remains a member of the Illinois Municipal Retirement System but cannot withdraw retirement contributions while on leave of absence, only on separation, and cannot pay retirement contributions.
- (g) The employee does not earn credit toward longevity pay, if any, or credit toward the rate of annual vacation leave or sick leave accumulation for the period covered by the leave.
- (h) Must pay any group hospitalization premiums falling due during any month which the employee has not worked the minimum hours required by the County insurance carrier. (Employees on such leave should contact payroll.)

Section 19.3 Types of Leave Without Pay

- A. To cover time off because of personal illness beyond that covered by earned sick leave with pay.
 - 1. To be used when the employee has exhausted their accumulations of earned sick leave with pay and earned annual vacation leave.
 - 2. Not to exceed six (6) months for any one (1) leave, but may be renewed.
 - 3. To be granted only on the written recommendation of the employee's physician and subject to the Sheriff verifying the supplied information by a medical professional chosen by Sheriff.
- B. To cover time off because of a compensable injury beyond that covered by sick leave with pay and annual vacation leave with pay.
- C. To cover time off while running for County elected office filled by partisan election. If such leave is requested, except no more than two (2) leaves may be granted for the purpose of running for elected office in any one (1) calendar year and each leave must be no less than fifteen (15) calendar days nor more than thirty (30) calendar days.
- D. To cover disciplinary leaves (suspension without pay).
- E. To cover time off because of personal reasons. Such leave requires the approval of the Sheriff and may not exceed six (6) months.

Section 19.4 Return from a Leave Without Pay

If an employee fails to return to County employment within three (3) days at the end of a leave of absence without pay, and no extension of the leave is granted, the employee must submit a resignation from County service. Failure to contact the Sheriff or the Sheriff's designee at the end of the leave shall be grounds for labeling the separation from County service a voluntary resignation. During any leave granted pursuant to the terms of this Agreement, regardless of being with or without pay, any employee may not be gainfully employed or independently self-employed without prior approval by the Sheriff. Violation of the provisions contained within this Agreement shall subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement.

Section 19.5 Family and Medical Leave Act

The provisions of the Ogle County Personnel Policies as applied to the Family and Medical Leave Act are hereby adopted by reference. Said policies shall be in compliance with the requirements of the Family and Medical Leave Act of 1993 and any Federal regulations adopted there under, as they may be amended from time to time.

ARTICLE 20 PAID AND SPECIAL LEAVES OF ABSENCE

Section 20.1 Bereavement Leave

Employees will be granted up to three (3) days leave with no loss of compensation because of the death of the employee's spouse, child, step-child, parent, step-parent, sister, brother, mother-in-law, father-in-law, grandchild, grandparents, or anyone who raised the employee from childhood. One (1) day with pay may be granted for a military funeral in which an employee is an official participant. In the event of lengthy travel or for deaths of other than the immediate family, vacation days, compensatory time or sick leave to a maximum of three (3) days may be used, in addition to the above and subject to the operating needs of the Office. Written proof of relationship, death and/or funeral location may be required by the Sheriff prior to final approval of such leave.

Section 20.2 Jury Duty Leave

Employees on jury duty on scheduled work days shall be paid the wages the employee would have earned by working during straight time hours for the Employers on that day, for each day on which the employee reports for or performs jury duty and on which the employee otherwise would have been scheduled for work for the Employers. Such time will not be charged against the employee's annual leave or sick leave. An employee on a jury panel or appearing as a witness shall return to work for the balance of the day when the employee is excused by the court from further attendance. All monies of any kind paid to the member of the bargaining unit who is called for jury duty shall be signed off to the County of Ogle for the member of the bargaining unit to receive the benefits of this Section.

Section 20.3 Maternity Leave

Employees who become disabled due to pregnancy shall be entitled to use the benefits, vacation, compensatory time, sick leave or Illinois Municipal Retirement Fund disability leave subject to the following:

- A. An employee will not be allowed to return to work after delivery until she has supplied the Sheriff with a statement from her physician that she is physically and medically able to return to her duties as a County employee. A copy of this statement shall be forwarded to the personnel Department.
- B. In any case, if an employee has not returned to work within two (2) months after delivery, she shall provide a doctor's statement substantiating her continued disability and expected date of recovery. Employees failing to comply with this Section or failing to return to work when found able by their physician will be separated from County employment.
- C. Those employees desiring IMRF disability leave must meet the qualifications of IMRF for such leave. The Sheriff shall have the right to verify the condition of a member of the bargaining unit who seeks the benefits of this Article; such verification by a medical professional to be paid solely by the Sheriff's Office.

Section 20.4 Personal Days

Covered employees shall be allowed up to three (3) days of leave annually without loss of compensation for personal reasons. Employees must utilize personal days within the year they are granted or the personal days will be forfeited. In the event due to operational needs, an employee is denied personal days, that employee may carry over the time that was denied.

ARTICLE 21 HOURS OF WORK/OVERTIME

Section 21.1 Workday, Work Period and Work Schedules

Each employee shall be allowed a paid thirty (30) minute meal period per normal workday. This meal shall be considered out of service time during which the employee will be subject to priority calls. Employees will be allowed to take periodic breaks as long as they are not out of service and properly perform their duties. The work period is defined as a regularly recurring period of twenty-eight (28) days. An employee will be assigned to work up to one hundred seventy-one (171) hours in each work period. Employees working a twelve (12) hour day shall work fourteen (14) shifts each twenty-eight (28) days. Employees working a ten (10) hour day shall work a shift for four (4) consecutive days followed by three (3) consecutive days off. Employees working an eight (8) hour day shall work five (5) consecutive days followed by two (2) consecutive days off. Bargaining Unit members shall continue to rotate shifts. For purposes of determining shift and days off preference, seniority shall be applied in the bidding process. The current practice of trading shifts among members assigned to the same division with the advance knowledge of their supervisor shall continue for the term of the Agreement. Work schedules showing the employee's normal shifts, work days and hours shall be posted on all department bulletin boards at all times, at least fourteen (14) days prior to the beginning of schedule. In the event a need arises to alter the work schedule due to emergency and/or unanticipated reasons, the Sheriff or the Sheriff's designee shall endeavor to provide at least a forty-eight (48) hour notice to the affected employee unless mutually waived by the affected employee.

Section 21.2 Overtime Payment and Procedure

All approved overtime in excess of one hundred seventy-one (171) hours required of an employee by reason of the employee's regular twenty-eight (28) day work period, holiday and vacation time off shall be counted as compensated hours and bargaining unit members shall receive time and one-half (1+1/2) times their actual hourly rate of pay for work performed in excess of that employee's regular work hours in a given work period. With the exception of sick leave all hours worked or paid as if worked shall count toward overtime accrual. Compensatory time may be paid in lieu of overtime payment if the employee in his discretion so elects. Compensatory time will be calculated at the same rate as overtime pay. Overtime rate shall be computed on the basis of completed fifteen (15) minutes segments. Bargaining Unit members, as part of their regularly scheduled shift are required to report for work ten (10) minutes prior to their regular scheduled starting time.

Section 21.3 Compensatory Time

Compensatory time may be accumulated up to one hundred twenty (120) replenishable hours. Employees may utilize compensatory time at their request, subject to operating needs. Any compensatory time earned shall be paid at the rate of time and one-half (1+1/2) for each hour earned. Compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the involved employee and their supervisor; permission to utilize compensatory time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected. The Sheriff or the Sheriff's designee agrees to endeavor to approve compensatory time within forty-eight (48) hours of the written submission by the employee. Compensatory time off shall be granted in blocks of the employee's normal tour of duty agreed upon between the employee and the supervisor or in increments of one (1) hour. All extra work will be posted whenever possible. Employees with more than one hundred twenty (120) hours will be paid for all hours over one hundred twenty (120) in a separate check within thirty (30) days after execution of the Agreement.

Section 21.4 Rest Periods

Employees shall be granted a minimum of eight (8) hours rest before having to report to duty if working in eight (8) hour shift. If the employee is called or scheduled to come back to work before the eight (8) hour rest time, the employee is eligible for those hours as overtime that would be the difference. The Employer will not send the employee home to prevent from paying overtime.

Section 21.5 Court and Call-Back Time

All employees who are required to report or work other than their regular scheduled shift, will receive a minimum of two (2) hours guarantee at time and one-half (1-1/2) their appropriate rate of pay called for under the terms of this Agreement. All employees required too appear in court in connection with their duties or where the County is a party in any legal proceeding which occurs outside their regularly scheduled shift shall receive a guaranteed minimum of two (2) hours at time and one-half (1+1/2) their appropriate rate of pay called for under the terms of this Agreement.

Section 21.6 Emergencies, Special Duty Assignments, Prisoner Transports, and Overtime Distribution

- (a) In the event of an emergency being declared by the Sheriff, or the Sheriff's designee, as many of the employees shall be continued on duty for such number of hours as may be necessary.
- (b) Special duty assignments, prisoner transports, and similar work will be offered, posted, to full-time personnel before part-time personnel. Detectives may become involved in active case prisoner transport.
- (c) If the Sheriff, in his sole discretion, determines there is a need for overtime, overtime shall be distributed as follows:
 - (i) The Sheriff will post overtime in a location known by all full-time covered members within their classification. The overtime will be awarded by seniority as defined in Article 14 and seniority within gender in instances where gender specific needs exist.
 - (ii) If no full-time covered member in the respective classification accepts the overtime, then the overtime will be offered to other qualified full-time covered members from other classifications by seniority. The compensation paid will be that classification's rate of overtime compensation based on their years of service. Example: A Patrol Deputy has ten (10) years of service and accepts to work overtime in Corrections; the Deputy's compensation rate would equal a ten (10) year Corrections Officer's overtime compensation rate from the appropriate wage schedule.
 - (iii) If no qualified full-time employee accepts the overtime, the overtime will be offered to a qualified part-time employee.
 - (iv) If no qualified part-time employee accepts the overtime assignment, then on a rotating basis, the least senior full-time covered member within that classification, or within that classification and gender in instances where gender specific needs exist, will be mandated to work the required overtime hours and will be paid at their overtime compensation rate. Once an employee has been mandated to work an overtime assignment, they will not be mandated again until all other employees within that classification have been mandated and worked an overtime assignment.

Section 21.7 Third Party Work

All requests from other persons, agencies or public bodies for off-duty personnel to work where the source of compensation is not Ogle County shall be posted for volunteer sign up. In the event bargaining

unit personnel do not volunteer to work such duty, this posting requirement shall thereafter be null and void.

Section 21.8 Premium Rate of Exception

Overtime rates shall not be paid when more than a regular shift in a twenty-four (24) hour period is worked as a result of regular shift changes or as a result of employees trading shifts for their own convenience.

Section 21.9 Stand-By Pay

For every two (2) hours an employee is on stand-by, he will receive one (1) hour pay.

ARTICLE 22 WAGES/COMPENSATION/ALLOWANCES

Section 22.1 Wages

During the term of this Agreement, employees in the bargaining unit shall be paid according to the schedules hereto attached. Only employees employed as of December 1, 2013 shall be eligible for retroactive pay.

Section 22.2 Uniforms

- A. Uniforms shall continue to be furnished by the Employer in accordance with past practice.
- B. The Employer agrees to maintain accounts with cleaning and laundry establishments to provide for dry cleaning and laundering uniforms, the expense of which shall not exceed four hundred dollars (\$400.00) per year for each employee. Billings for such shall be made directly to the Employer by the vendor.

Section 22.3 Clothing Allowance

- A. Detectives shall be allowed up to one-hundred dollars (\$100.00) per month for clothing allowance.
- B. Cleaning allowance shall be the same as Section 22.2 (B) above.

ARTICLE 23 INSURANCE AND PENSION

Section 23.1 Health Insurance

The County shall provide group health insurance plan coverage as provided pursuant to the terms of Section 23.4. The County will pay seventy-five percent (75%) of the premium or premium equivalent and the employee will pay the remaining twenty-five percent (25%) for the following types of coverage offered: a) employee; b) employee plus one (1) dependent; c) employee plus two (2) or more dependents.

Section 23.2 Pension

Employers shall continue to contribute on behalf of the employees to the Illinois Municipal Retirement Fund in the amount the Employers are required to contribute by State Statute.

Section 23.3 Health Insurance Payments for Retirees

The County shall begin to contribute fifty percent (50%) of the cost of single health insurance coverage through the County policy when the employee retires after at least meeting the minimum age and time statutory requirement of their pension Fund, or retires on a duty related disability pension. This contribution shall continue until the employee reaches the age at which Medicare coverage begins. An

employee who collects a pension through IMRF shall have fifty percent (50%) of the cost of premiums paid by the County.

Section 23.4 Health Care Planning Committee

The County and the Union agree to be parties to an agreement creating the Joint Labor/Management Health Care Planning Committee of Ogle County, and agree that the health care planning committee shall have the authority to review the current health insurance program and to investigate and develop alternatives to that program. The committee is charged with the administration of the Ogle County Health Plan and is empowered by all participating bargaining units and Ogle County to make collective decisions regarding the benefits, coverage levels and premiums. During the term of the Health Care Planning Committee Agreement (Attached as Appendix "E": Health Care Planning Committee), each of the parties waives any rights to bargain over the subject of health care or health insurance or to impose other terms or to strike or arbitrate concerning other terms for health care coverage or benefits, except as may be provided in said Agreement.

ARTICLE 24 LABOR MANAGEMENT/SAFETY COMMITTEE

Section 24.1 Labor Management Conferences

The Union and the Employers mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Sheriff and County Board. The Employers and the Union 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. 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 meetings and locations 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 Union of changes in non-bargaining conditions of employment contemplated by the Employers which may affect employees. The Union agrees to notify the Employers of non-bargaining conditions of employment contemplated by the Union which may affect the Employers.
- (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.

Section 24.2 Integrity of Grievance Procedure

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at labor management conferences, and any such discussion of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the Employers and the Union, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 24.3 Safety Issues

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

Section 24.4 Union Representative Attendance

When absence from work is required to attend labor management conferences, employees shall, before leaving their workstation, give reasonable notice to and receive approval from their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Employees attending such conferences shall be limited to two (2).

ARTICLE 25 F.O.P. REPRESENTATIVES

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

Section 25.1 Attendance at Labor Council Meetings

Subject to the need for orderly scheduling and emergencies, the Employers agrees that designated members of the Labor Council shall be permitted reasonable time off to attend general, board, or special meetings of the Labor Council, provided that at least forty-eight (48) hours notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such officials and employees shall be certified in writing, to the Employer. Employees may utilize accumulated paid leave.

Section 25.2 Grievance Processing

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

Section 25.3 F.O.P. Delegates

Any employee(s) chosen as delegate(s) to an F.O.P. State or National Conference will, upon written application approved by the Labor Council and submitted to the Employer with at least fourteen (14) days notice, be given an approved paid leave utilizing accumulated paid leave for the period of time required to attend such convention or conference. This period of time shall not exceed two (2) workdays annually. No more than two (2) employees per bargaining unit may take leave as a delegate under this provision.

Section 25.4 Labor Council Negotiating Team

Members designated as being on the Labor Council negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Labor Council negotiating team member is in regular day off status on the day of negotiations, the employee will not be compensated for attending the session.

ARTICLE 26 GENERAL PROVISIONS

Section 26.1 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 26.2 Work Rules

Work rules of the Ogle County Sheriff which are not specifically in conflict with this Agreement shall continue in full force and effect.

Section 26.3 Disability Income

Any Patrol Deputy, Correctional Officer or Detective covered by the terms of this Agreement who is legitimately absent from work on account of injury or illness incurred while acting in the line of duty for

any period not exceeding twelve (12) months shall receive full pay and benefits for this period of absence, provided by such injury or illness. The Employer agrees to abide by the provisions of 5 ILCS 345/1.

Section 26.4 Worker's Compensation

The Employers agree to cooperate toward the prompt settlement of employee's on-the-job injury and sickness claims when such claims are due and owing. The Employers shall provide worker's compensation protection for all employees. Employees on compensable injury under Worker's Compensation may use sick leave or annual vacation leave to make up the difference between Worker's Compensation benefits and the employee's regular wage, less deductions. Employees on compensable injury placed on a leave of absence shall continue to accumulate seniority.

Section 26.5 Unemployment Compensation

The Employers will provide for all employees of the bargaining unit unemployment compensation as prescribed by law. Such unemployment compensation shall provide the maximum coverage by law for each employee of the bargaining unit.

Section 26.6 Unsafe Equipment

- A. The Employers shall not require employees to take out on the streets or highway any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. If an employee refuses to operate said equipment without justification, said employee may be subject to disciplinary action, including discharge. "Justification" shall mean that the operation of the vehicle would cause proximate danger to the employee or the public as determined by a mechanic, or, in the event of dispute, by another mechanic both being from an established garage or dealership.
- B. The Employers shall not require a member of this bargaining unit to use, operate or carry any equipment that is in disrepair, which malfunctions, or is unsafe where such disrepair, malfunction or unsafe status would result in proximate danger to the employee or the public in the assigned activity.

Section 26.7 Loss or Damage by Employee

Employees shall not be charged for loss or damage to Employer's equipment and/or property unless a preponderance of the evidence shows negligence.

Section 26.8 Accidents

Any employee involved in any accident shall immediately report said accident and any physical, injury sustained to their command Officer. When required by the Sheriff or the Sheriff's designee, the employee, before ending his current shift, on forms provided by the Sheriff or the Sheriff's designee, shall make out an accident report, in writing, and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Sheriff.

Section 26.9 Equipment Reports

- A. Employees shall immediately, (or at least by the end of their shift), report all defects of equipment. Such report shall be made on a suitable form furnished by the Sheriff and shall be made in multiple copies; one (1) copy to be retained by the employee.
- B. When the occasion arises where an employee gives written report on forms in use by the Sheriff of a vehicle being in an unsafe operating condition for the assigned activity, and receives no

consideration from the Sheriff, the employee shall take the matter up with the Officers of the Union who will take the matter up with the Sheriff.

Section 26.10 Individual Agreements

Absent written authorization from the Union, the joint Employers herein are prohibited from entering into individual agreements with covered employees that are contrary to the express provisions of this Agreement.

Section 26.11 Union Copy

County agrees to mail to the Union a copy of any proposed policy change prior to implementation.

ARTICLE 27 SAVINGS CLAUSE

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

ARTICLE 28 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 29 DURATION AND SIGNATURE

This Agreement shall be effective from December 1, 2013, and shall remain in full force and effect until November 30, 2017. It shall continue in effect from year to year thereafter unless notice of "Demand to Bargain" is given in writing by certified mail by either party to the other not more than one-hundred and twenty (120) days nor less than ninety (90) days prior to expiration. The notices referred to shall be considered to have been given on 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.

IN WITNESS WHEREOF, the parties hereto have affixed their signature this 23rd day of February, 2015.

FOR THE EMPLOYER:



Kim Gouker
Ogle County Chairperson

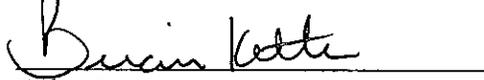


Brian VanVickle
Ogle County Sheriff

FOR THE UNION:



Shawn Roselieb
Illinois FOP, Labor Council



Brian Ketter

WAGE SCHEDULE

The pay for all employees with the rank of Corporal shall be five percent (5%) above the wage of the top seniority pay of a Deputy and Sergeant shall be ten (10%) above the wage of the top seniority pay of a Deputy. Fiscal Year (FY) begins on December 1st of each year.

Shift Premium: For all shifts other than Day Shift & Detective is \$0.75 cents per hour.

CORPORAL					
Year	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
	12/1/2012	12/1/2013	12/1/2014	12/1/2015	12/1/2016
		2.00%	2.25%	2.90%	3.00%
	\$67,056	\$68,397	\$69,936	\$71,964	\$74,123

SERGEANT					
Year	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
	12/1/2012	12/1/2013	12/1/2014	12/1/2015	12/1/2016
		2.00%	2.25%	2.90%	3.00%
	\$70,249	\$71,654	\$73,266	\$75,391	\$77,653

**SIDE LETTER OF AGREEMENT
REGARDING THE HEALTH INSURANCE COMMITTEE**

The County of Ogle/Sheriff of Ogle County agree that the Union will be permitted to designate one employee representative to attend meetings of the County's Health Insurance Committee to represent the interests of the bargaining unit represented by the Illinois Fraternal Order of Police Labor Council. If the representative is on duty, time spent by the representative attending the meeting shall be paid time.

FOR THE EMPLOYER

FOR THE UNION

Ed Rice
Ogle County Chairperson

Kevin S. Krug
Illinois FOP, Labor Council

Gregory A. Beitel
Sheriff of Ogle County

Brian Ketter

Michael Harn
Sheriff-Elect of Ogle County

Gerda Clark

Michael Schabacker

APPENDIX A

DUES AUTHORIZATION FORM

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCKTOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____, hereby authorize my Joint Employers, Sheriff of Ogle County and the County of Ogle, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.)

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal Email: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.



APPENDIX B GRIEVANCE

Date Filed: _____
Department: _____

Grievant's Name: _____
Last First M.I.

Lodge/Unit No. / Year / Grievance No.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s)/Sections(s) violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No. / Year / Grievance No.

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



APPENDIX C

SENIORITY LIST

SERGEANTS AND CORPORALS UNIT

Corrections

Laura Armour	08/28/90
Jeannifer Ashley	02/04/92
Mildred Hose	05/01/01
Jason Lynn	01/16/07

Patrol

James Messer	08/22/95
Kenneth Wendt	05/16/94
Jason Ketter	12/04/00

Effective January 26, 2015

APPENDIX D

ELECTION WAIVER AND RELEASE FORM FOR SERGEANTS AND CORPORALS

THE EMPLOYEE IS TO EXECUTE ONE (1) OPTION, BUT NOT BOTH, OF THE FOLLOWING OPTIONS IN ORDER TO ELECT THE FORUM IN WHICH TO APPEAL DISCIPLINARY ACTIONS.

The Sheriff of Ogle County and the County of Ogle and the Illinois Fraternal Order of Police Labor Council have negotiated an alternative procedure and process based upon the Dispute Resolution and Grievance Procedure provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of disciplinary action or discharge. The employee upon written notification of the disciplinary action has ten (10) business days, Saturday, Sunday and holidays shall be excluded, to select via the Election Waiver and Release Form; Appendix D, the option the employee has selected to appeal the disciplinary action. Once the employee has made the election, no changes will be allowed and such denoted Election Waiver and Release Form constitutes a waiver to use the other appeal process not selected. The parties agree (Sheriff of Ogle County/Ogle County) that the Sheriff or the Sheriff's agent for the Employers has the right to implement disciplinary action up to and including termination of a covered member for just cause only. Once the employee has selected the desired option, no processing, review, implementation or relief shall be available per the option not selected and such shall act as a waiver and release from using the other option not selected.

OPTION 1: ELECTION TO USE THE DISPUTE RESOLUTION AND GRIEVANCE ARBITRATION PROCEDURE IN THE COLLECTIVE BARGAINING AGREEMENT AND TO WAIVE USING THE OGLE COUNTY SHERIFF'S OFFICE MERIT COMMISSION APPEAL PROCESS:

I, _____, being proposed for discipline by the Sheriff (including suspension from duty with or without pay, disciplinary demotion or termination of employment) hereby elect to pursue a grievance over such discipline according to the appropriate provisions of the Collective Bargaining Agreement between the County of Ogle/Ogle County Sheriff, and the Illinois Fraternal Order of Police Labor Council. I acknowledge that by making this election to use the Dispute Resolution and Grievance Arbitration Procedure in the Collective Bargaining Agreement to appeal the discipline, I am waiving the rights and remedies of the alternative review or appeal procedure available to me by the Ogle County Sheriff's Office Merit Commission Act (55 ILCS 5/3-8001 et seq. Furthermore, I acknowledge and agree that execution of the Election Waiver and Release Form shall be a prerequisite to processing of any grievance concerning the disciplinary action of me by the Sheriff. By selecting the grievance process alternative, I, and the parties to this agreement, acknowledge that the Sheriff has the right to unilaterally impose the discipline immediately, subject to possible later modification or reversal by an arbitrator. By election to file a grievance over my suspension (Paid or Unpaid), disciplinary demotion or discharge, I hereby release the County of Ogle, Ogle County Sheriff, the Ogle County Sheriff's Office Merit Commission and the Illinois Fraternal Order of Police Labor Council, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability per my election.

OPTION 2: ELECTION TO USE THE OGLE COUNTY SHERIFF'S OFFICE MERIT COMMISSION APPEAL PROCESS AND TO WAIVE USING THE DISPUTE RESOLUTION AND GRIEVANCE ARBITRATION PROCEDURE IN THE COLLECTIVE BARGAINING AGREEMENT

I, _____, being proposed for discipline by the Sheriff (including suspension from duty with or without pay, disciplinary demotion or termination of employment) hereby elect to pursue an appeal over such discipline according to the Ogle County Sheriff's Office Merit Commission Act (55 ILCS 5/3-8001 et seq. I acknowledge that by making this election to use the Ogle County Sheriff's Office Merit Commission Act (55 ILCS 5/3-8001 et seq., I am waiving the rights and remedies of the alternative review or appeal procedure available to me by the Dispute Resolution and Grievance Arbitration Procedure in the Collective Bargaining Agreement Furthermore, I acknowledge and agree that execution of the Election Waiver and Release Form shall be a prerequisite to processing of any appeal concerning the proposed discipline of me by the Sheriff. By selecting the Ogle County Sheriff's Office Merit Commission alternative, I hereby acknowledge that charges will be filed requesting my suspension without pay, disciplinary demotion or my termination to the Ogle County Sheriff's Office Merit Commission. By election to appeal my suspension (Paid or Unpaid), disciplinary demotion or discharge with the Ogle County Sheriff's Office Merit Commission, I hereby release the County of Ogle, Ogle County Sheriff, the Ogle County Sheriff's Office Merit Commission and the Illinois Fraternal Order of Police Labor Council, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability per my election.

Signed this _____ day of _____, 20__.

By: _____
Print Employee Name

By: _____
Signature of Employee

Subscribed and sworn to before me this _____ day of _____, 20__.
_____ Notary Public, Illinois.

My commission expires _____

Received by the Sheriff's Office: _____, 20__

Cc. Illinois Fraternal Order of Police Labor Council
Employee
File

APPENDIX E

HEALTH CARE PLANNING COMMITTEE

**AGREEMENT FOR JOINT LABOR/MANAGEMENT
HEALTH CARE PLANNING COMMITTEE
COUNTY OF OGLE**

WHEREAS, the County of Ogle offers a program of group health care coverage to its employees and retirees and their dependents through a self-funded arrangement; and

WHEREAS, the parties to this Agreement, as set forth below in Paragraph 1, after having met, discussed and evaluated the operation and structure of the previous Health Care Planning Committee, herein "the Committee", have mutually agreed to changes in the structure and operation of the Committee; and

WHEREAS, a consensus has been reached among the Board of the County of Ogle, the exclusive representatives of the County employees pursuant to the Illinois Public Labor Relations Act, County Employees not so represented by an exclusive representative, and the retired County employees who participate in the County of Ogle Employee Health Benefit Plan, and the Administration of the County, that a Joint Labor/Management Health Care Planning Committee (hereinafter "Committee") appears to be the most effective option for dealing with the problem of maintaining quality health care, for the County employees and retirees, while controlling costs.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

1. The parties to this Agreement are as follows:

County of Ogle
Illinois Fraternal Order of Police Labor Council
Teamsters 722

2. Each of the parties hereby agrees to the Health Benefit Plan attached hereto and incorporated herein as set forth in Attachment 1.

3. The plan as described in Attachment 1 shall continue in force as the County of Ogle Health Benefit Plan for the term of this agreement unless modified as provided in Paragraph 4. It is understood and agreed that if any provision of the Plan is or shall be prohibited or limited by law or any modification be required by law, the necessary revisions to the Plan shall be made as required by law.

4. The provisions of the Plan as described in Attachment 1 may be modified only upon 75% or 3/4 vote of the total number of members of the Committee. The modified Plan will then be put into effect, unless 75% or 3/4th of the total number of County Board members vote not to approve the Committee's modification to the plan within sixty (60) calendar days of the vote by this Committee to modify the Plan. As an example, nine members of a 12 member committee would be required to vote for a change in order to modify the provisions of the Plan. In order to reject the modifications, 18 of the 24 County Board Members would have to vote, at the same board meeting, within 60 days of the committee recommending the change, to reject the modifications.

Each party shall have the right to discuss all proposed changes with its membership and seek their input prior to any final vote.

5. Each of the parties has full authority of its governing board, its membership, or whatever group or subgroup within its structure who would have the ultimate authority to enter into this Agreement. Each of the parties represents to each of the parties as an inducement to enter into this Agreement that it has such authority and that it intends to and does bind itself and each of its members to the terms of the Agreement. For the term of this agreement this Committee shall be the exclusive forum for dealing with non-work related health care issues, including but not limited to: the health plan design and benefit levels; deductibles, co-pays and out-of-pocket costs; premium levels; participant eligibility and general coverage; and, claims levels and appeals. During said period each of the parties waives any rights to bargain over the subject of health care or health insurance or to impose other terms or to strike or arbitrate concerning other terms for health care coverage or benefits except for the cost sharing of health insurance premiums. As provided in paragraph 4 above, however, each party reserves the right to discuss all changes with its membership.

Changes in the cost sharing of health insurance premiums between each labor group and the County of Ogle may be bargained individually by the parties as provided by law, or established by the County Ogle for those non-represented employees or retirees.

The parties agree that should any dispute concerning the interpretation or application of this Agreement arise between any two or more of them which cannot be resolved after good faith efforts, it shall be submitted to binding arbitration pursuant to the terms of the Uniform Arbitration Act (7 10 ILCS 51 1 et seq.). It is understood that this provision for arbitration shall not apply to operation of the Plan itself or to any individual claims or disputes under the Plan.

To select an arbitrator, the parties in dispute, by joint letter, shall request that the Federal Mediation and Conciliation Service (FMCS) submit a panel list of seven (7) arbitrators, all with National Academy of Arbitrators (NAA) credentials. The representatives of the parties shall meet within ten (10) days of their receipt of this list from FMCS and engage in a mutual striking process to select an arbitrator. Each party shall have the right to reject one entire list, provided such rejection occurs within five (5) days of the receipt of the list. The parties shall alternatively strike a name from the list until there is one name remaining, with the order of striking to be determined by coin toss. The arbitrator shall be notified of his/her selection by joint letter, requesting that a hearing be scheduled in Oregon, Illinois, on mutually agreed dates, subject to the reasonable availability of the parties and their representatives.

The parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The parties have the right to request the arbitrator to require the presence of witnesses and/or reasonable documents. Employees of the County called to testify at the arbitration shall be released from duty for such purposes without loss of pay or benefits. The arbitrator shall have no authority to amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement. The arbitrator shall consider and decide the issue(s) presented and fashion an appropriate remedy. The arbitrator's decision shall be rendered and delivered in writing to the parties within thirty (30) days of the close of the hearings or the submission of post hearing briefs, whichever is later. Post hearing briefs shall be filed simultaneously by the parties on the date established by the arbitrator. Fees and expenses of the arbitrator, the cost of the hearing room, and the cost of a court reporter to provide a written transcript for the arbitrator shall be shared equally by the parties. If either party desires a verbatim record of the proceedings, it shall pay for the cost of its copy.

6. The parties to this Agreement, in consideration of their mutual undertakings and obligation, mutually agree for the term of this agreement, that this Agreement represents a collectively bargained agreement between and among all of the parties and that no provision concerning this plan shall be raised as an issue in any other collective bargaining agreement, contract or negotiations between those exclusive representatives and the County of Ogle. It is further understood and agreed that this Agreement does not represent a collectively bargained agreement between the County and Elected Official and its non-represented employees nor between the County of Ogle and the retired employees of the County, either individually or collectively, nor does it represent any undertaking to bargain with any exclusive representative concerning insurance, health care, or any other benefit or provision with the retirees who are or were members of any bargaining unit.

7. The Health Care Planning Committee shall be composed of twelve (12) regular members appointed by the parties as follows:

- a. Three (3) members of the County Board;
- b. Three (3) elected officials or department head, all of which must be participants in the plan, and at least one of which must have unionized employees;
- c. Three (3) employees represented by the FOP;
- d. One (1) employee that is a member of a bargaining unit represented by the Teamsters; and
- e. Two (2) non-union employees of which one shall be appointed by the FOP and the other shall be appointed by the Teamsters.

Members of the Committee shall be appointed for a term to be determined by the committee unless sooner replaced by the appointing authority. Recognizing the need for stability in the Committee, each of the parties and participating groups agree insofar as it is practical to maintain the same representatives on the Committee for the term of this Agreement. If it becomes necessary to replace one of its previously designated representatives, such party or group will notify the co-chairs of the Committee in writing as soon as practical and not less than five (5) days prior to any regular Committee meeting.

8. The Committee shall determine its own internal structure, including arrangement for subcommittees and co-chairing of the Committee and subcommittees. Both Labor and Management shall be represented by co-chairs and within the membership of all subcommittees. Labor and Management Committee co-chairs shall be elected by majority vote of their regular Committee members.

The Committee shall establish its long-term and short-term goals, as well as reasonable benchmarks for measuring the progress toward achieving those goals. The Committee shall revise and update its current mission and established goals within six (6) months of execution of this Agreement and present the revised mission and goals to the County Board for review and discussion. On an annual basis no later than December 1 of each calendar year, the Committee co-chairs will present to the County Board an analysis of the condition of the County's health plan including but not limited to cost, plan design, plan costs as compared to external market comparisons, the performance of the plan measured against the revised mission, goals, and benchmarks established by the Committee's members. Each committee meeting whether, regular, special, or subcommittee, shall follow an official agenda prepared and distributed at least forty eight (48) hours in advance of said meeting. Agenda items for consideration may be placed in writing by any member on the Committee; however only items placed upon the official agenda shall be discussed during any committee meeting. Other items not on the agenda may be only discussed, in a non-

binding fashion, if approved by the majority of those members in attendance. Official agendas shall be prepared by the Committee co-chairs through input from the Committee members.

The Committee co-chairs will report the activities of the Committee to the Ogle County Board monthly in the appropriate meeting forum, whether it be closed or open session of the County Board, depending upon the nature of the report. The minutes of all regular and special Committee meetings shall be posted on the Committee's web site or employee bulletin boards.

9. The Committee shall meet monthly on a regular basis, preferably on an established regular meeting date. The Committee may meet more frequently if needs require. Additional meetings may be called as necessary at the direction of the co-chairs. Special meetings shall be called upon demand of any three of the regular members submitted in writing to the co-chairs. Meetings shall be called with a minimum of 10 working days notice to the members. Working days shall be defined as days that the Ogle County Courthouse is open for business. In order for a quorum to be present at a regular meeting, at least 51 % of the overall Committee membership shall be in attendance. If an emergency meeting is necessary in the opinion of the co-chairs, the 10-day notice requirement can be waived. However, in order for a quorum to be determined to be present at an emergency meeting, at least 1 member from each represented bargaining unit and county administration shall be in attendance.

10. Employees who are on duty shall be granted time off work to attend Committee and sub-committee meetings and be paid at the appropriate rate when attending said meetings. There shall be no compensation paid by the County for attendance at meetings when employees are not on duty.

11. The Committee staff shall be selected and appointed from available qualified County staff.

12. The parties agree that for the term of this agreement, the existing fund balance in the County Health Insurance Fund shall be utilized in an effort to control costs for all parties to the plan. The Health Care Planning Committee shall develop a program for utilizing the fund balances.

13. The parties agree that the importance of a strong program to improve health and promote wellness of plan participants cannot be underestimated in providing for a high quality of life for plan participants as well as controlling costs in the long-term for the plan. Accordingly, the Committee agrees that it will set aside funds each year in it's planning for health plan expenses to provide for a pro-active Wellness program.

14. In the event that, after reasonable effort, the Health Care Planning Committee is unable to reach agreement or the health care plan is not approved by the County Board and the parties, the Health Care Planning Committee may be dissolved upon three or more parties to the agreement providing written notice of intent to withdraw from participation to the Committee Co-Chairs. Should fewer than three parties to the agreement request to dissolve the Committee, the committee shall continue with full participation from all parties to the agreement. In the event that such dissolution occurs, any party to this agreement may demand to bargain over the issue of health insurance. Until the outcome of such negotiations is determined, the plan shall remain unchanged as of the date of dissolution.

15. It is understood and agreed that the County of Ogle, being a County, that this Agreement and all actions, procedures, and processes under this Agreement are subject to all of the statutes and ordinances governing the conduct of Counties, including but not limited to, requirements for bidding and contracting for the provisions of goods and services and compliance with all legal provisions for equal employment opportunity and affirmative action applicable to the County of any other party.

16. This Agreement shall remain in full force and effect for a period of four (4) years from the date hereof. This agreement shall remain in effect from year to year after the expiration date unless one or more of the parties serves notice on the others of their wish to modify or terminate this agreement.

In the event that such notice is served, all parties to this Agreement agree to meet within thirty (30) days to begin good faith negotiations for a successor agreement. If no agreement can be reached within ninety (90) days after the parties begin good faith negotiations, the parties agree to request the services of a mediator through the Federal Mediation and Conciliation Service (FMCS) in an attempt to reach resolution in the dispute. If no agreement can be reached with the assistance of a FMCS mediator, the parties may then pursue the matter through interest arbitration. Until such resolution procedure is complete and final, this Agreement shall remain in full force and effect, and the Committee shall continue with the full participation from all parties to the agreement.

In the event the Committee is ever dissolved, any party to this Agreement may demand to bargain over the issue of health insurance. Until the outcome of such negotiations is determined and until any impasse resolution procedure is complete, the plan shall remain unchanged as of the date of dissolution.

LETTER OF UNDERSTANDING

This Agreement is entered into by the County of Ogle, a body politic, by its duly constituted County Board and the Sheriff of Ogle County, hereinafter also referred to as the "Employers", and the Illinois Fraternal Order of Police Labor Council, hereinafter also referred to as the "Union". The purpose of this Letter of Understanding is to address the wage agreement the parties have agreed covering the period from December 1, 2010 through November 30, 2011 only. The Illinois Fraternal Order of Police Labor Council and its membership (Patrol/Corrections Sergeants, Patrol/Corrections Corporals) have agreed to a temporary wage freeze only for the period covering December 1, 2010 through November, 30, 2011. The parties further agree, that effective December 1, 2011, and continuing all agreed to wage increases will be implemented as denoted on the wage schedule. The temporary freezing of the cola increase for the period covering (December 1, 2010 through November 30, 2011) does not constitute a precedent in future cola increases as negotiated in the Collective Bargaining Agreement. This Letter of Understanding provides for an orderly collective bargaining relationship between the Employers and the Union representing the employees in the bargaining unit, and to make clear this is a temporary agreement to freeze the cola increase for the term covering December 1, 2010 through November 30, 2011.

The Ogle County Board and the Sheriff of Ogle County agree that no current full-time employee covered by the Collective Bargaining Agreement will be laid-off or reduced covering the period from October 29, 2010 through November 30, 2011.

The Ogle County Board and the Sheriff of Ogle County agree that the Health Insurance currently provided will not have any increases be implemented to covered staff, nor will any of the current benefit levels or employee out of pocket expenses increase above the current rates in place as of October 29th, 2010 through November 30, 2011.

In consideration of mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative do mutually covenant and agree.

IN WITNESS WHEREOF, the parties hereto have affixed their signature this _____ day of December, 2010.

FOR THE EMPLOYER

FOR THE UNION

Ed Rice
Ogle County Chairperson

Kevin S. Krug
Illinois FOP, Labor Council

Gregory A. Beitel
Sheriff of Ogle County

Brian Ketter

Michael Harn
Sheriff-Elect of Ogle County

Gerda Clark

Michael Schabacker