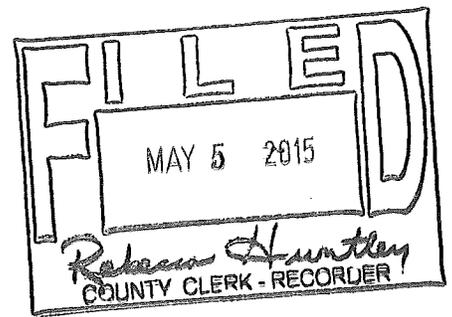


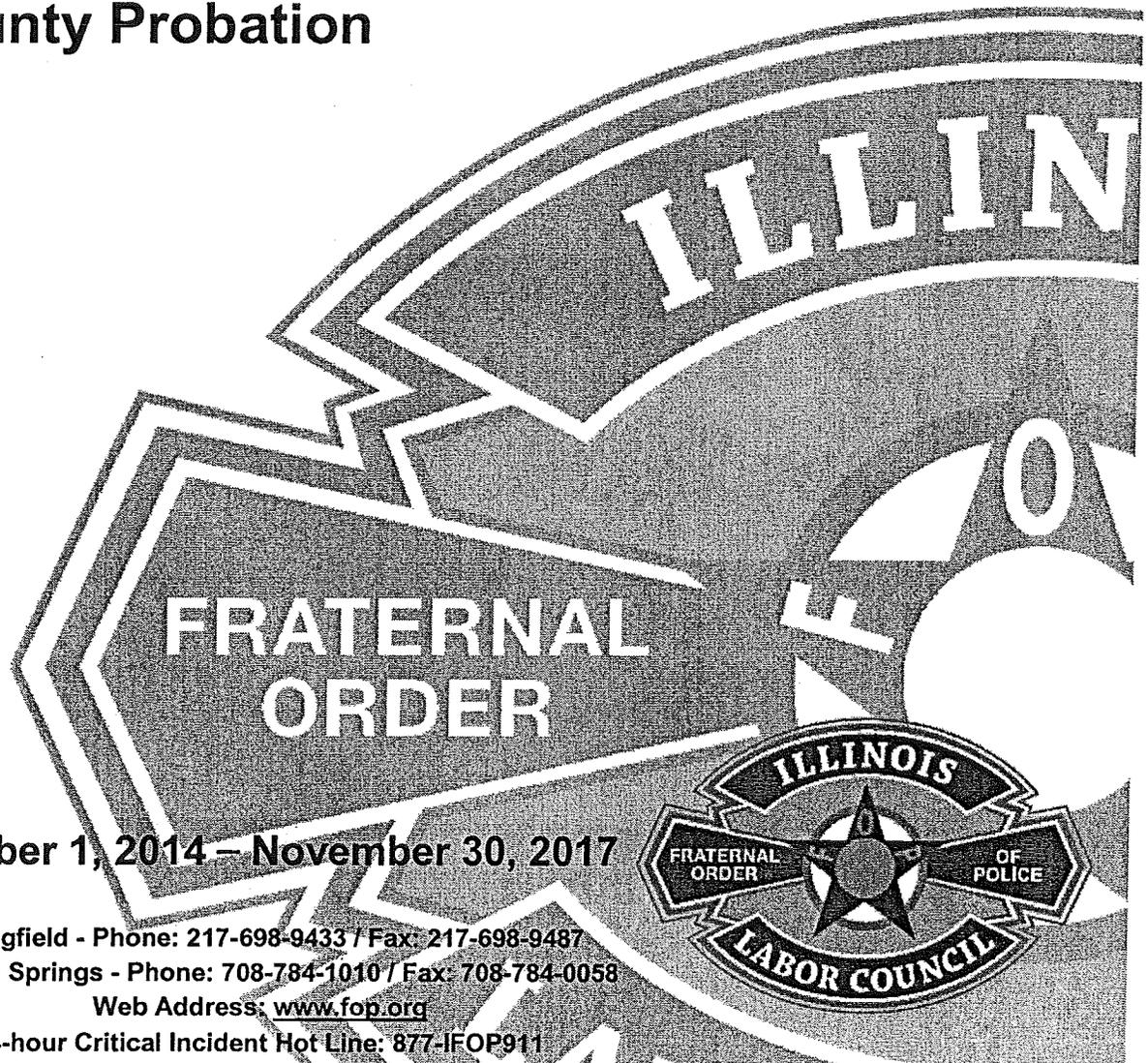
ILLINOIS FOP LABOR COUNCIL



and

COUNTY OF OGLE/CHIEF JUDGE OF THE FIFTEENTH JUDICIAL CIRCUIT

Ogle County Probation



December 1, 2014 – November 30, 2017

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AGREEMENT

This Agreement made and entered into by and between the CHIEF JUDGE of the Fifteenth Judicial Circuit (hereinafter also referred to as "Employer") and Illinois Fraternal Order of Police, Labor Council (hereinafter also referred to as "Union") and their successors assigns on behalf of employees in the collective bargaining unit set forth in Article 2 hereof.

ARTICLE 1 PURPOSE

Whereas, it is the intent and purpose of the parties hereto to set forth the Agreement between them for the term hereof concerning rates of pay, wages, hours of employment and other working conditions to be observed by them and the employees covered hereby and to establish an equitable and peaceful procedure for the resolution of differences; and

Whereas, the parties recognize the constitutional, statutory, and inherent powers of the Judicial Branch of government and agree that no provision of this Agreement may be interpreted or enforced in such a manner as to interfere with the constitutional, statutory, and inherent powers of the Judicial Branch; and

Whereas, the parties recognize the central role of the Employer in assuring compliance with the laws, the Constitution of the State of Illinois, and the United States Constitution; and

Whereas, the parties recognize the vital and necessary role of the employees in carrying out the day to day work of the judicial system; and

Whereas, the parties recognize that the users of the Court's services demand and have a constitutional right to the prompt and efficient adjudication of complaints and disputes, and insist upon the fullest protection of common law, statutory, civil, and constitutional rights;

Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties do mutually covenant and agree as follows:

ARTICLE 2 RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining, pursuant to the "Illinois Public Employees Labor Relations Act", as amended, 5 ILCS 315/1 et seq., (hereinafter also referred to as the "Labor Act") over wages, hours, and other terms and conditions of employment for the following a Court Services Employee classifications:

Included: All full-time Adult Probation Officers, Juvenile Probation Officers, Office Clericals employed by the Employer at Rochelle and Oregon offices and Focus House.

Excluded: Chief Managing Officer, Case Load Supervisor, Director of Focus House, all Managerial, Supervisory and Confidential, employees and all other employees, including all other employees at Focus House.

Expressly excluded from the aforesaid bargaining unit are food service employees, seasonal, part-time employees operating under a grant program, part-time office clericals, supervisor, confidential, and management classifications and employees as defined by the Labor Act. The Employer shall not negotiate nor make collective bargaining agreements during the life of this Agreement with any individual employee(s) in the bargaining unit.

ARTICLE 3 MANAGEMENT RIGHTS

Except as amended, changed, or modified by a provision of this Agreement, subject to the general administrative and supervisory authority of the Illinois Supreme Court, the Chief Judge and his agents retain all the management rights and prerogatives they had prior to signing this Agreement either by law, custom, practice, usage, or precedent, to manage and control the judicial system in the Counties. Such rights and prerogatives include, but are not limited to the following:

- a) to plan, direct, control, manage, determine, and set standards for all functions, operations, and services of the Judiciary;
- b) to establish the qualifications for employment and to employ employees;
- c) to determine and establish reasonable rules of conduct and work rules;
- d) to determine and establish work schedules and assignments;
- e) to hire, promote, transfer, demote, evaluate, reassign, supervise, direct, schedule and assign employees to positions and to create, modify and eliminate positions within the Judiciary subject to the grievance procedure;
- f) to take disciplinary actions against non-probationary employees for just cause;
- g) to establish reasonable work and productivity standards and to amend such standards;
- h) to lay off employees because of lack of work or funds or other legitimate reasons, or to change or eliminate methods, equipment, and facilities for the improvement of operations;
- i) to determine the size and composition of the work force;
- j) to determine the methods, means, organization, and number of personnel by which such operations and services shall be provided;
- k) to take whatever action is necessary to comply with State and Federal law;
- l) to maintain the efficiency of Judiciary operations and services;
- m) to take whatever action is necessary to carry out the functions of the Judiciary in emergency situations; and

n) to set its overall budget

The parties agree that this Agreement has been entered into with the intent that its provisions should be interpreted so as to fully respect the constitutional authority and duties of the Judiciary.

ARTICLE 4 NEW CLASSIFICATIONS AND VACANCIES

Where the Employer finds it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit the Employer and Union agree to jointly petition the State Labor Board to seek the necessary unit clarification. If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the 3rd step or the grievance procedure. The Chief Judge shall determine the reasonableness of the proposed salary grade in relationship to:

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

The pay grade originally assigned by the Employer shall remain in effect pending the decision. If the decision of the Chief Judge 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 filing of such position classification shall be in accordance with the procedures of this Agreement.

ARTICLE 5 NON-DISCRIMINATION

Section 5.1 Equal Employment Opportunity

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

Section 5.2 Prohibition Against Discrimination

Both the Employer and the Union agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, age, national origin, political preference, disability, or marital status.

Section 5.3 Union Membership or Activity

Neither the Employer 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 employee because of lawful Union membership or non-membership activity or status.

ARTICLE 6 DUES DEDUCTION AND FAIR SHARE

Section 6.1 Dues Deduction

Upon receipt of proper written authorization from an employee, the Employer shall deduct each month Union dues in the amount certified by the Treasurer of 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 Treasurer of the Union 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 Employer 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 Employer 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 and who have not made application for membership shall, on or after the thirtieth (30) day of their hire, also be required to pay a fair share as defined above.

The Employer shall, with respect to any employee on whose behalf the Employer has not received a written authorization as provided for above, 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 (10) day of the month following the month in which the deductions made, subject only to the following:

- a) The union has certified to the Employer that the affected employee has been delinquent in his obligation for at least (30) days;
- b) The Union has certified to the Employer 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 his 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 Employer 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 employees may have to the fair share fee.

Section 6.3 Indemnity

The Union shall indemnify the Employer for any actions or claims brought against the Employer for actions taken by the Employer under this Article in reliance on certifications by the Union.

ARTICLE 7 UNION RIGHTS

Section 7.1 Union Access with Notification

A representative at the Union shall have reasonable access to the Employer for the purpose of conferring with the Employer and/or employees, and for the purpose of administering this Agreement. When the Union representative enters a court services office for this purpose, he or she shall first advise the Supervisory of the office or his or her designee, prior to contacting other employees. Such visits shall not unreasonably interfere with the operation of the Employer. Notwithstanding the foregoing, an employee who may be subject to disciplinary action for any impropriety has the right to ask for a Union representative to be present at any pre-disciplinary meeting.

Section 7.2 Bulletin Boards

The Employer shall provide a bulletin board in each office which shall be used for the purpose of costing Union notices. Such bulletin boards shall be placed conspicuously and at places readily accessible to workers in the course of employment.

ARTICLE 8 SENIORITY

Section 8.1 Definition

Unless otherwise defined herein, seniority shall, for purposes of this Agreement, be defined as an employee's length of continuous full-time service with the Chief Judge since the employee's last date of hire.

Section 8.2 Probationary Period

Newly hired employees shall be considered probationary during the first six (6) months of their employment with the Court Services Department. Employees who have been promoted to new positions in Court Services shall serve a six (6) month probationary period in said new position. The employer may, at its discretion, extend the employee's probationary period an additional 60 days. When extended probation period is successfully completed pay increase to be retro to end of original probation period.

Section 8.3 Seniority List

The Employer and Union shall agree upon a seniority list setting forth the present seniority dates for all employees covered by this Agreement which 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 list shall be attached hereto.

Section 8.4 Termination of Seniority

Seniority shall be terminated when an employee:

- a) resigns or otherwise quits;
- b) leaves employment with the Chief Judge to be employed in another office within the County;
- c) is discharged for just cause;
- d) retires

- e) is laid off pursuant to the provisions of the Applicable Agreement for a period of twenty-four (24) months;
- f) is absent for three (3) consecutive scheduled work days without proper notification or authorization;
- g) fails to return to work at the conclusion of an approved leave of absence

Section 8.5 Seniority While on Leave

Employees will continue to accrue seniority credit for all time spent on authorized unpaid leave of absence up to three (3) months; provided, that if the purpose of the leave is to take other employment, seniority credit will not continue to accrue. Vacation, sick leave, holidays and other similar benefits will not be earned while on unpaid leave of absence.

Section 8.6 New Classification

Any new classification proposed by the Employer and agreed to by the Union following all procedures of the Agreement, shall be offered to the most senior employee with regards to qualifications and it shall be equally offered to all present employees first regardless of seniority.

ARTICLE 9 HOURS OF WORK

Section 9.1 Work Week

Employees of Court Services are required to work a total of thirty-five (35) hours per week. A daily time sheet will be kept by each employee of this department.

Section 9.2 Overtime

Employees shall receive overtime compensation for all authorized overtime hours. Overtime shall be calculated at a rate of 1 hour for each hour worked between thirty-five (35) and forty (40) hours in a work week and at one and one-half times (1+1/2) hours for each hour worked in excess of forty (40) hours in a work week and shall be paid or taken as compensatory time, employee choice. Employees may notify the Chief Managing Officer of their preferred method of compensation for overtime (payment or comp time). Any compensatory time earned shall be taken at a time convenient to the employee and consistent with the FLSA. Employees shall give notice of their intent to use compensatory time off. Except in cases of emergency or unless otherwise agreed, such notice shall be equal to the number of days/hours the employee is requesting to take. All use of compensatory time shall be subject to the approval of the Chief Managing Officer or his/her designee which shall not be unreasonably denied. Compensatory time may be accumulated up to forty-nine (49) hours, after which comp time accumulated in excess of forty-nine (49) hours will be assigned to a time mutually agreed to by the employee and the Employer. Compensatory time remaining on November 1st of each year shall be paid out in cash to the employee by December 1st of each year, except that employees shall be allowed to "carry over" up to fourteen (14) hours of compensatory time into the new year, provided the employee makes notification to the Employer by November 1st of each year. Paid vacation and holiday, on which the employee works, shall be counted as hours worked for purposes of calculating overtime but not sick leave.

Section 9.3 Overtime Authorization

All overtime worked in accordance with the above provisions must be authorized by the Chief Managing Officer or Caseload Supervisor. Overtime shall be given to an employee for such services actually performed with proper authorization. Overtime will be given for any standby

or on-call duties. Any covered member who is required to work a DUI Victim Impact Panel shall be compensated fifty dollars (\$50) in accordance to this Section.

ARTICLE 10 HOLIDAYS

Subject to the administrative authority of the Illinois Supreme Court, the paid holidays shall be those designated by the Chief Judge of the Fifteenth Judicial Circuit pursuant to Administrative Order. In no case shall the number of paid holidays be less than thirteen (13) in number. If the number of paid designated holidays is ordered below thirteen (13), employees shall receive one (1) paid floating day off for every day less than the designated thirteen (13) holidays

Probation Officers assigned to the Focus House must request the holiday off a minimum of two (2) weeks prior to the holiday in writing using the time off request form to their supervisor. Whenever possible, per staffing coverage needs, Management will grant or deny the holiday time requested. If the Probation Officer is denied the holiday time off they shall be compensated for the holiday along with eight (8) hours of compensatory time. If more than one (1) Probation Officer requests the holiday off, the request will be granted in order of which they were received. Management will use their best efforts to fill the schedule with part-time and full-time staff for the holiday, before placing Probation Officers on the schedule to work the holiday.

ARTICLE 11 VACATIONS

Section 11.1 Vacation Leave

All full-time employees covered by this Agreement shall be entitled to vacation as follow, subject to the eligibility requirements in Section 11.2 of this Article:

LENGTH OF CONTINUOUS SERVICE	DAYS OF VACATION
6 Months	5
1 Year	10
3 Years	15
6 Years	20
10 Years	22
15 Years	25

Section 11.2 Vacation Eligibility

No employee shall be entitled to any vacation, or pay therefore, until he or she has been on the payroll for a continuous period of at least six (6) months and has satisfactorily completed his or her probationary period. Vacation with pay will not be granted before vacation time has been earned. Individual anniversary dates will be used to calculate the amount of vacation to which each employee will be entitled.

Section 11.3 Vacation Pay

All vacation pay will be paid at the employee's regular rate of pay and will be based upon a thirty-five (35) hour workweek. Up to eight (8) days of vacation time maybe carried over each year.

Section 11.4 Vacation Requests

Employees shall give notice of their intent to use vacation. Except in the case of an emergency or unless mutually agreed otherwise, such notice shall be equal to the number of days the employee is requesting to take and all vacation use shall be subject to the approval of the Chief Managing Officer or his/her designee. The Employer shall have the right to alter any vacation schedule if he or she deems it to be in the best interest of the Department to do so.

ARTICLE 12 SICK LEAVE

Section 12.1 Sick Leave

Employees shall accumulate sick leave as shown below. Employees shall not be paid for accumulated sick leave when they separate from employment.

YEARS OF SERVICE	ANNUAL ACCUMULATION	MAXIMUM SICK LEAVE ACCRUAL
Start through 1 Year	6 days	6 days
Over 1 Year	12 days	Unlimited

Section 12.2 Use of Sick Leave

Sick leave may be taken for:

- a) personal illness or disability;
- b) illness of a member of the employee’s immediate family (children, parents or spouse) living in the employee’s household who require the employee’s personal care and attention;
- c) enforced quarantine including while off duty; and,
- d) medical /dental appointments or needs

Section 12.3 Sick Leave Abuse Sanctions

For the purposes of the provisions contained in this Article “abuse” of sick leave is the utilization of such reasons other than those stated in Article 12, Section 12.2. In 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.

ARTICLE 13 LEAVES OF ABSENCE

Section 13.1 Bereavement Leave

Employees may be granted up to five (5) days leave with no loss of pay because of the death of the employee’s spouse, domestic partner, child, or parent. Employees may be granted up to three (3) days leave with no loss of pay because of the death of the employee’s stepchild, step-parent, sister, brother, mother-in-law, father-in-law, grandchild, grandparent, or anyone who raised the employee fro childhood. One (1) day leave may be granted because of the death of an aunt, uncle, niece, nephew, or cousin. One 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 the deaths of other than the immediate family, vacation days, compensatory time or sick

leave to a maximum of three (3) days may be used, subject to the operating needs of the Department. Written proof of relationship, death and/or funeral location may be required by the Employer prior to final approval of such leave. This leave shall be non-accumulative.

Section 13.2 Unpaid Leave

Unpaid leave of absence may be granted by the Chief Managing Officer to employees who have used their sick leave for continued sickness or disability or for other good causes shown by the employee. The length of an unpaid leave of absence is at the discretion of the Chief Managing Officer, but may be granted with the goal of maintaining department services. Anyone hired to fill a vacancy created by a leave of absence granted under this section shall be informed as to the duration of their employment. No permanent employment status is conferred on a person hired to replace a continuing employee on leave of absence. Vacation time shall be granted on the basis of time employed, not counting the leave of absence, but no vacation time shall be granted for time on leave.

Section 13.3 Jury Duty Leave

Should an employee of the Probation Department be called for jury service, it shall be granted as paid leave. Any pay received for jury service must be returned to the Probation Department. Any reimbursement for mileage may be retained by the employee.

Section 13.4 Other Leaves

Employees shall be covered by the Family Medical Leave Act (FMLA), Victims Economic Security and Safety Act (VESSA) and the Illinois Family Military Act (IFMLA) in accordance with Ogle County policy.

Section 13.5 Personal Days

Each employee shall receive three (3) personal days per calendar year usable for personal reasons. There shall be no carry over or pay for unused personal days.

ARTICLE 14 WAGES

Section 14.1 Probation Officers

Probation officers shall be paid in accordance with the below compensation schedule, policies and procedures as approved by the AOIC. In the event that the current probation officer compensation schedule for the Fifteenth Judicial Circuit is changed so as to increase salaries, such changes shall be made applicable to the below schedule and to the salaries of the officers in this bargaining unit.

AS OF 12/01/14			
GRADE	MIN	MED	MAX
Prob.	31122.17		
1	32678.28	40846.79	51270.40
2	36028.13	45035.17	54042.20
3	37829.98	47287.49	56744.98
4	39720.82	49651.04	59581.24
5	41706.86	52133.58	62560.29
6	43792.21	54740.26	65688.33
7	45981.82	57477.30	68972.76

AS OF 12/01/15			
GRADE	MIN	MED	MAX
Prob.	31589.01		
1	33168.45	41459.49	52039.46
2	36568.55	45710.70	54852.84
3	38397.43	47996.80	57596.15
4	40316.63	50395.80	60474.96
5	42332.46	52915.58	63498.69
6	44449.09	55561.36	66673.66
7	46671.55	58339.46	70007.35

AS OF 12/01/16			
GRADE	MIN	MED	MAX
Prob.	32062.84		
1	33665.98	42081.38	52820.05
2	37117.08	46396.36	55675.63
3	38973.40	48716.75	58460.09
4	40921.38	51151.74	61382.08
5	42967.45	53709.31	64451.17
6	45115.82	56394.78	67673.76
7	47371.62	59214.55	71057.46

All Probation Officers shall receive a three percent (3%) wage increase on December 1 of each year for three (3) years beginning December 1, 2014. Probation Officers shall receive retroactive wages on all hours paid to December 1, 2014 on a separate check.

Section 14.2 Support Staff

Support staff shall be paid in accordance with the below compensation schedule.

<u>NAME</u>	<u>12/01/2014</u>	<u>12/01/2015</u>	<u>12/01/2016</u>
Debra Bihlman	\$43919.40	\$45236.98	\$46594.09
Bonita Miller	\$31277.72	\$32216.05	\$33182.53
Bonnie Moore	\$22645.17	\$23324.53	\$24024.27

In the event that the current support staff job level classification plan for Ogle County is changed so as to increase salaries, such changes shall be made applicable to the salaries of the support staff in this bargaining unit. The Employer agrees support staff covered by this Collective Bargaining Agreement, will be placed into the Job Level Classifications no less than the minimum levels (1)-(2)-(3) and (4) as established and in accordance with the provisions in this Section. The Employer may place an employee covered by the Agreement above the minimum wage rate in any of the levels denoted in this Section with agreement by the Union.

All Support Staff shall receive a three percent (3%) wage increase on December 1 of each year for three (3) years beginning December 1, 2014. Support Staff shall receive retroactive wages on all hours paid to December 1, 2014 on a separate check.

Effective December 1, 2014 the Memorandum of Agreement dated June 14, 2004 regarding support staff training, and the Memorandum of Agreement dated February 24, 2005 regarding support staff vacation shall continue in effect as written through November 30, 2015 for all support staff covered by this Labor Agreement. Both Memos shall expire on December 1, 2015.

Effective December 1, 2015, all support staff covered by this Labor Agreement shall receive five (5) flex days on December 1 of each year and continuing which must be used during the fiscal year as paid time off. There shall be no carry over or pay for unused flex days.

Section 14.3 Vehicle Allowance

Any employee using a personal vehicle for the use of official business, such as home visits, to pick-up and/or deliver evidence and supplies, etc., shall be reimbursed at the current maximum rate allowable by Ogle County or Federal Law, whichever is higher

Section 14.4 Tuition Reimbursement

Effective 12/01/10 the County shall reimburse employees up to a maximum of five-hundred dollars (\$500.00) per semester toward tuition and books providing class is specifically related to employee's job, and CMO in each case has given prior approval. Payment shall be made as soon as practicable and at such time as employee has shown CMO that class has been successfully completed. Probation Officers shall receive an additional one hundred fifty dollars (\$150.00) yearly stipend for required training purposes.

Section 14.5 Focus House On-Call Duties

All probation officers assigned to focus house shall have 6 yearly "on call" duties. As part of the routine assignment, Supervising personnel serve as a back up to the system. They are used on a case by case basis for consultation. A yearly schedule shall be completed by the employees to cover the "on call". Any disputes shall be resolved by the Director with seniority being the deciding factor. Any non-probation officer or probation officer not currently on the rotation wishing to participate in the on-call rotation must first be approved by one of the following; Director of Focus House, Associate Director of Focus House, Director of Court Services, or Deputy Director. After approval from one of the above named positions, the person applying shall then be approved by a vote from the participating probation officers of the on-call rotation. Probation officers currently on the rotation shall have first choice to choose scheduled weekends on an annual basis. Probation officers also may elect to trade or forfeit their weekend in accordance with the current policy. Any open weekend shall be available to the approved non-probation officers/or new probation officers. Any disputes between non-probation members for open weekends shall be settled by seniority.

The normal on call rotation begins at 2:00 p.m. Friday (following the termination of school) until 8:00 a.m. on Monday morning. Personnel are required to provide four hours of services, which can be on-site work, conducting home visits, or both. Aside from this, they must be available by phone to consult with program staff. In the event of a crisis (re: runaway) the on call may determine that they must go back into the facility to assist. This is based on individual judgments and not a requirement of this assignment. A cell phone and vehicle (with radio) is assigned to the on-call personnel.

For a standard weekend the rate of "on call" pay is thirty-five dollars (\$35.00) for Friday, seventy dollars (\$70.00) for Saturday or Sunday equaling one hundred seventy-five dollars

(\$175.00). This reimbursement is set as Friday being a half a day; Saturday and Sunday are full days. In the event of a three-day weekend (holiday) or major holidays where facility staff would be off the on call rotation is implemented. Staff are paid an additional fifty dollars (\$50.00) for each twenty-four (24) hour period covered. For a standard weekend, money remains the same. The officer will be given four hours of compensation time in addition to payment. This compensation time will be used in the week following the served as scheduled by the director or designee. An additional forty dollars (\$40.00) will be paid for the inconvenience of being on-call for major holidays. Major holidays are defined by Management as: Thanksgiving, Christmas Day, New Years Day, Easter, Labor Day, Memorial Day and July 4th.

Section 14.6 Uniforms

All clothing identifying the Employer shall be supplied by the Employer up to three (3) shirts per year.

Section 14.7 Longevity Adjustment

Upon completion of service indicated below, all covered members shall receive a longevity bonus payable on a separate check each anniversary date effective December 1, 2014 in accordance with the following schedule:

Years of Service Completed	Longevity Pay
5 years	\$500
10 years	\$750
15 years	\$1000
20 years	\$1250
25 years	\$1500

ARTICLE 15 HEALTH AND WELFARE

Section 15.1 Health Insurance

The County shall provide group health insurance plan coverage as provided pursuant to the terms of Section 15.4. 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 15.2 Disability

The Employer shall maintain the health insurance to any employee who is on disability up to a maximum of thirty (30) months.

Section 15.3 Retiree Insurance

The Employer shall begin to contribute fifty percent (50%) of the cost of single health insurance coverage through the Ogle County policy when an 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 Employer.

Section 15.4 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 "A": 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 16 DISCIPLINE

Section 16.1 Termination and Disciplinary Action

The Employer shall not discharge or suspend any employee except for just cause. The Employer agrees to apply the principles of progressive discipline where applicable and hereby declares an intent to utilize written reprimands when appropriate prior to the use of suspension or discharge. For discipline other than oral reprimands, before final notification to the employee of the contemplated measure of discipline to be imposed, the Employer will inform the employee involved of the reason for such contemplated disciplinary action. Employees shall have the right to Union representation if so requested by the employee. The employee and the Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline. Where appropriate, a reasonable extension of time for rebuttal purposes will be allowed when requested. Both the Union and the employee shall be notified of disciplinary action. Such notification shall be in writing and reflect the specific nature of the offense and directions to the employee for future behavior.

Section 16.2 Principles of Progression

Disciplinary action or measures may include the following:

- a) Oral Warning-documented b) Written Reprimand c) Suspension d) Discharge

ARTICLE 17 GRIEVANCE PROCEDURE

Section 17.1 Grievance Procedure

Should a difference arise between the Employer and the Union as to the meaning or application of this Agreement or discipline implemented, it shall be settled in accordance with the Grievance Procedure as set forth below. Oral reprimands may be grieved, but not arbitrated.

STEP 1: Immediate Supervisor

Any employee having a grievance shall first raise the matter with his or her immediate supervisor. If it is not settled at that time, the grievance shall be reduced to writing, signed by the grieved employee and submitted to the Chief Probation Officer. Any grievance not submitted in writing to the Chief Probation Officer within five (5) working days of the occurrence giving rise to the grievance shall be considered automatically closed.

STEP 2: Chief Probation Officer

The written grievance shall be discussed between the Steward and/or grievant and the Chief Probation Officer. The Chief Probation Officer shall give his or her written decision within five (5) working days of the meeting at which the grievance was discussed. In the event the Chief Probation Officer does not respond within this time frame, the grievance shall be automatically appealed to the next step.

STEP 3: Chief Judge

In the event the grievance is not settled in Step 2, the grievance shall be submitted in writing to the Chief Judge within five (5) working days of receipt of the written decision in the previous step. A meeting will be held between the Chief, Steward and/or the grievant, the Chief Probation Officer, and the Chief Judge. Either party may have outside representatives present at this meeting. The Chief Judge shall give a written decision within five (5) working days of the meeting. In the event the Chief Judge does not respond within this time frame, the grievance shall be automatically appealed to the next step.

STEP 4: Arbitration

If the matter is not resolved in Step 3, the Union shall have the right within twenty (20) working days after receipt of the written decision in Step 3 to request the matter be submitted to an impartial arbitrator, pursuant to the rules and regulations of the Federal Mediation and Conciliation Service. The decision of the arbitrator shall have no power of authority to change, alter, or amend, add to or subtract from the terms of this Agreement. Costs of the arbitrator shall be shared equally by the Employer of the Union.

Section 17.2 Time Limits

Any grievance not appealed from a decision in one of the Steps in the above procedure and taken to the next Step, as prescribed, shall be considered settled on the basis of the last answer and not subject to further review.

Section 17.3 Settlements

An Agreement reached between the Employer and the Union is binding on all employees affected and cannot be challenged by an individual.

ARTICLE 18 NO STRIKE - NO LOCKOUT

Section 13.1 Strike Prohibited

No employee shall engage in any strike, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, sympathy strike, or other interference with the operations of the Employer during the term of this Agreement.

Section 18.2 Prohibition of Union Participation

The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, cessation, or stoppage or interruption of work, boycott, sympathy strike, or other interference with the operations of the Employer, or ratify, condone or lend support to any such conduct or action.

Section 18.3 Union Liability and Duty

In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, sympathy strike, or other interference with the operations of the Employer occur, the Union, within twenty-four (24) hours of a request by the Employer shall:

- A. Advise the Employer in writing that such action by the employees has not been called or sanctioned by the Union.
- B. Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.
- C. Post notices at Union bulletin boards advising that it disapproves of such action and instructing employees to return to work immediately.

Section 18.4 Discharge for Violation

The Employer may discharge or discipline any employee who violates this Article and the Union will not resort to the Grievance Procedures on such employee's behalf.

Section 18.5 No Lockout

The Employer agrees that it will not lock out employees during the term of this Agreement.

Section 18.6 Employer's Judicial Remedies

Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 19 RESOLUTION OF IMPASSE

If in any case of a dispute between the Employer and the Union, the collective bargaining process reaches an impasse with the result that said Employer and Union are unable to effect a settlement, then the dispute or impasse shall be resolved according to the provisions of the Illinois Public Labor Relations Act of 1986 or as may be revised from time to time.

ARTICLE 20 LAYOFFS

The Employer shall determine whether layoffs are necessary. "Layoff" means a reduction in the work force ordinarily due to reasons of lack of work, lack of funds, reorganization, or the elimination of a position. In the event it becomes necessary for a layoff, the Employer shall meet with the designated Union representative thirty calendar (30) days prior to the effective date of the proposed layoff. At such meeting the Employer shall submit a list of the number of employees in the Probation Department bargaining unit scheduled for layoff, their names, seniority, job titles, and work locations.

Layoffs of regular unit full-time employees shall be strictly by seniority within the following two (2) employee groups: adult/juvenile probation officers, and support staff. Management reserves the right to determine within which employee group or groups' layoffs shall occur. Prior to the laying off of any regular employee, probationary and temporary employees within the unit classifications shall be terminated. Employees to be laid off will receive at least fourteen (14) calendar days advance notice of the layoff. When the Employer fills old unit positions, or newly created unit jobs, employees on layoff status will be reinstated in order of

their seniority, provided they have satisfactorily completed their probationary period of employment, for any unit position which they are qualified to hold before new job applicants are considered. Recall rights shall last for the length of two (2) years. This Probation Department bargaining unit is considered to be independent of, and not subject to, any County-wide, interdepartmental transfer, resulting from a layoff in any other unit.

ARTICLE 21 ENTIRE AGREEMENT - SAVINGS CLAUSE

Section 21.1 Entire Agreement

This Agreement, upon ratification, supersedes all prior practices and Agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire Agreement between the parties. The Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement, excluding impact or effects bargaining as a result of the Employer's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in 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 collective bargaining, and that and opportunity are set forth in this Agreement.

Section 21.2 Savings

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 22 DURATION OF AGREEMENT

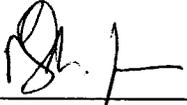
Section 22.1 Duration

Except as provided below, this Agreement, when approved and signed by the appropriate authorities for and on behalf of the Employer and the Union shall be in full force and effect from December 1, 2014, to November 30, 2017, and thereafter from year to year unless written notice of the desire to modify the Agreements is served by either party upon the other more than sixty (60) days but less than one hundred twenty (120) days prior to the above date of termination or the anniversary of any renewal period hereof.

Section 22.2 Continuing Effect

In the event written notice is given by either party in accordance with Section 22.1 above, this Agreement shall continue to remain in effect after the expiration date while negotiations or Resolution of impasse are continuing for a new Agreement or part thereof between the parties. Wages shall neither be increased or decreased during such interim period

FOR THE EMPLOYER:



Ronald M. Jacobson
Chief Judge
Fifteenth (15) Judicial Circuit

4/17/15

Date

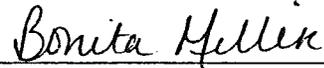
FOR THE UNION:



Shawn Roselieb
ILFOP Labor Council, Field Representative

4/13/15

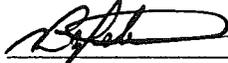
Date



Bonita Miller
Steward

4/13/15

Date



Brian Peterson
Steward

4/13/15

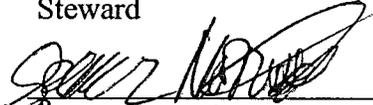
Date



Kelsey Gilliam
Steward

4/13/15

Date



Spencer Morrissey
Steward

4/13/15

Date

**PROBATION COMPENSATION SCHEDULE
15th JUDICIAL CIRCUIT**

POLICIES AND PROCEDURES

The purpose of this document is to set policies and procedures for the implementation of a salary schedule to include all professional personnel, excluding administrative staff, in the Fifteenth Judicial Circuit.

Salary increases will be based upon employee performance, both satisfactory and/or exceptional in nature, and length of service. Annually the entire schedule shall be moved forward (1.5%) one and one half percent. This amount shall be paid to each employee as a satisfactory performance adjustment and will be paid even if an employee is at the top of his or her grade.

Employees will be driven through the compensation schedule for performance on an annual performance evaluation and years of satisfactory performance. There will be separate evaluation instruments for line staff and for management personnel.

The Chief Managing Officer or Caseload Supervisor shall do the performance evaluations of line staff. The Chief Circuit Judge or his designee shall do the performance evaluations of the CMOs of the circuit while the CMO shall do the performance evaluation of supervisory staff. Movement in salary levels will be considered each year by the CMO or the Chief Judge of the Circuit in coordination with the completion of the individual performance evaluations and every attempt shall be made to match the time of the annual evaluation to the county's budget preparation period.

The actual scores needed to receive a raise and the break-down of those scores are as follows:

No Increase - Below 650

Satisfactory Performance Adjustment - Above 650-(1%) one percent added to base wage

Exceptional Performance- 751-900 Points: (\$500) five hundred dollar bonus
901-1000 Points: (\$1000) one thousand dollar bonus

When earned, the (1%) one percent increase shall be added to the employee's base wage on December 1 of each calendar year. Bonuses earned shall be payable on December 1 of each calendar year on a separate check.

POLICY #1 SATISFACTORY PERFORMANCE:

Providing an employee's performance is determined to be satisfactory, the employee will be granted an increase on an annual basis within his/her grade limitations. All salary adjustments in the 15th Judicial Circuit will be governed by the county's annual fiscal year which commences on December 1 and terminates November 30. New employees with less than one (1) year service prior to the commencement of a fiscal year will not experience an increase unless approved by the CMO or the Chief Judge. The increase in salary earned on an annual basis for satisfactory performance will be (1%) one percent. Performance evaluations will be

prepared by the CMO- and Caseload Supervisor during November of each calendar year. All raises will be effective and payable on December 1 of each year. In no event will an employee receive any increase in pay if his/her performance is deemed unsatisfactory by the performance evaluation.

POLICY #2 EXCEPTIONAL PERFORMANCE

An employee may receive a bonus on an annual basis if the employee's performance is determined to be exceptional. All bonuses are based upon the Performance Appraisal System. These bonuses also will take effect and be payable on December 1 of each year and will be paid even though an employee may be at the top of his/her grade.

POLICY #3 PLACEMENT OF NEW EMPLOYEES

New employees will initially be placed on the schedule as a result of their occupational qualifications. Some of these qualifications are previous experience, and educational background. In no case, however, should a new employee be placed higher than the midpoint of his or her respective beginning grade.

POLICY #4 POSITION RECLASSIFICATION

Any reclassification of a position on the compensation schedule must be approved by the Administrative Office of the Illinois Courts, Probation Division as part of the department's annual or supplemental plan.

POLICY #5 PROMOTIONAL POLICY

When an employee is promoted to a higher grade, the employee will minimally be placed in the step that is equal to his/her present salary. If the employee's present salary is not represented in the grade, an employee should receive the minimum of the new grade. At management's discretion, an employee may be placed at any level in the new grade which exceeds the minimum or exceeds the employee's present salary level providing the adjusted level does not represent more than a 10% increase in the employees' present salary, unless approved by the Chief Judge.

GRADES

In order to implement the above policies and procedures, the compensation plan must have sufficient latitude to allow for proper initial placement as well as continued growth with the idea in mind of providing the employee some type of incentive for doing a good job. Therefore, the schedule that we are adopting will consist of 7 grades. An employee whose performance is deemed less than satisfactory shall not receive a raise in pay for satisfactory performance.

Grade #1: Probation Officers

Grade #2: Probation Officers with (5) five years of service with no less than a satisfactory performance evaluation

Grade #3: Probation Officers with (7) seven years of service with no less than a satisfactory performance evaluation

Grade #4: Probation Officers with (9) nine years of service with no less than a satisfactory performance evaluation

Grade #5: Probation Officers with (12) twelve years of service with no less than a satisfactory performance evaluation

Grade #6: Probation Officers with (15) fifteen years of service with no less than a satisfactory performance evaluation

Grade #7: Probation Officers with (17) seventeen years of service with no less than a satisfactory performance evaluation

OGLE COUNTY PROBATION DEPARTMENT
SENIORITY LIST AS OF 4/08/2015

PROBATION OFFICERS (UNION)

Brian Peterson
Adult Probation Officer
Employment date: 07/09/90

Rebecca Moser
Juvenile Probation Officer/Focus House
Employment date: 03/12/01

Jennifer Roser
Juvenile Probation Officer/Focus House
Employment date: 08/01/01

Michael Jones
Juvenile Probation Officer
Employment date: 09/01/01

Beverly Chapman
Adult Probation Officer
Employment date: 06/01/04

Matthew Schiltz
Juvenile Probation Officer/Focus House
Employment date: 07/15/04

Kelsey Gilliam
Juvenile Probation Officer
Employment date: 08/01/06

Joe Shaw
Adult Probation Officer
Employment Date: 04/16/07

Brigette Beckman
Adult Probation Officer
Employment date: 03/31/08

Dustin Seeley
Adult Probation Office
Employment date: 01/03/11

Spencer Morrissey
Juvenile Probation Officer
Employment date: 12/16/13

Kade Connell
Juvenile Probation Officer/Focus House
Employment date: 09/01/14

Katherine Holmes
Juvenile Probation Officer/ Focus House
Employment date: 12/08/14

SECRETARIES (UNION)

Debra Bihlman
Secretary
Employment date: 09/01/87

Bonita Miller
Secretary
Employment date: 12/01/98

Bonnie Moore
Secretary (Focus House)
Employment date: 06/23/14

APPENDIX "A"

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 3/4 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, 9 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 of 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 subcommittee 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.