AGREEMENT

between the

ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL

and

MCHENRY COUNTY CONSERVATION
DISTRICT

Start Date: April 1, 2017
End Date: March 31, 2020
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PREAMBLE

This Agreement is entered into by McHenry County Conservation District (hereinafter referred to as the Department, District or the Employer) and The Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the FOP Labor Council or Labor Council).

It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote a mutual harmonious understanding and relationship between the Employer and The FOP Labor Council, to promote departmental efficiency and effectiveness, to establish wages, hours and other terms and conditions of employment of employees covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the interpretation and application of this Agreement.

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

ARTICLE 1
RECOGNITION

Section 1.1 Recognition

The District hereby recognizes the FOP Labor Council as the sole and exclusive bargaining agent for the purpose of collective bargaining on any and all matters related to wages, hours and working conditions of all full-time Patrol Officers at the McHenry County Conservation District Police Department but excluding all other employees employed by the McHenry County Conservation District.

Section 1.2 Probationary Period

An employee is a “probationary employee” for the first twelve (12) months after successful completion of the State Police Academy, but in no event to exceed sixty-four (64) weeks. No matter concerning the layoff, discipline, or termination of a probationary employee shall be subject to review or subject to the Dispute Resolution and Grievance Procedures of the Agreement. During the probationary period, a Police Officer is entitled to all benefits under this Agreement.

ARTICLE 2
NON-DISCRIMINATION

Section 2.1 Non-Discrimination

Neither the Employer nor the Council shall discriminate against any employee in a manner, which would violate any applicable State or Federal Laws. However, any dispute concerning the interpretation or application of this paragraph, with the exception of Union activities, shall not be processed through the Grievance Procedure of this Agreement but may be discussed at Labor Management meetings.
Section 2.2 Use of Masculine Pronoun

The Use of the masculine pronoun in this Agreement is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE 3
FOP LABOR COUNCIL SECURITY AND RIGHTS

Section 3.1 Dues Deductions

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

Section 3.2 Dues

With respect to any employee covered by this Agreement, on whose behalf the Employer received written authorization in a form agreed upon by the Labor Council and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Labor Council by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Labor Council. Authorization for such deduction shall only be revocable by providing thirty (30) days’ written notice to the Employer and the Labor Council.

Section 3.3 Fair Share

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

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

(1) The Labor Council has certified to the Employer that the affected covered employee has been delinquent in his obligation for at least thirty (30) days;
(2) The Labor Council has certified to the Employer that the affected covered employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the employee has been advised by the Labor Council of his obligations pursuant to this Article and of the manner in which the Labor Council has calculated the fair share fee;

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

Section 3.4 Religious Objections

The obligations to pay a fair share fee to the Labor Council shall not apply to any employee, who on the basis of a bona fide religious tenet, teaching or a church or religious body of which such employee is a member, objects to the payment of a fair share payment to the Labor Council. Upon proper substantiation and collection of the entire fee, the Labor Council will make payment on behalf of the employee to a nonreligious charitable organization mutually agreed to by the objecting employee and the Labor Council. If the employee and the Labor Council are unable to agree upon a nonreligious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois State Labor Relations Board.

Section 3.5 FOP Labor Council Indemnification

The FOP Labor Council shall indemnify, defend and save the District harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by the reason of action taken or not taken by the District in complying with the provisions of the Article.

Section 3.6 Council Use of Bulletin Boards

The District shall provide the Labor Council with designated space on an available bulletin board which will be used solely for Labor Council purpose for the posting of official Labor Council notices of a non-political, non-inflammatory nature.

ARTICLE 4
LABOR MANAGEMENT CONFERENCES

Section 4.1 Conference Request

The Labor Council and the District mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that conferences be held between Labor Council representatives and responsible administrative representatives of the District. Such conferences 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 conference. Such conferences and locations shall be limited to:
(a) Discussion on the implementation and general administration of this Agreement.

(b) A sharing of general information of interest to the parties; and

(c) Notifying the Labor Council of changes in non-bargaining conditions of employment contemplated by the District which may affect employees.

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

Section 4.2  Exclusivity of Conferences

It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at “labor management conferences,” nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such Conferences.

Section 4.3  Labor Council Representative Attendance

When absence from work is required to attend labor-management conferences, employees shall, before leaving their work station give reasonable notice to and receive approval from their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Employees attending such conferences shall be limited to one (1) employee on duty and those attending such conferences outside scheduled work time shall not be compensated by the Employer.

ARTICLE 5
LABOR COUNCIL REPRESENTATION

Section 5.1  FOP Access to Employer Premises

Authorized representatives of the State Labor Council shall be permitted to visit the Department during working hours to talk with officers of the local Labor Council and/or representatives of the Employer concerning matters covered by this Agreement. Such representatives shall give reasonable notice to the Chief or his designee, and such visits shall not interfere with the operations of the Chief’s office. Furthermore, such visits may not be held in areas where confidential papers or other prohibited items are being viewed by sworn personnel or District staff.

Section 5.2  Activity During Work Hours

Reasonable time while on duty shall be permitted to one (1) Labor Council representative for the purposes of aiding or assisting or otherwise representing officers in processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay or benefits. In no event shall such time be allowed if it compromises or unduly disrupts the operations of the Department. Such time is also subject to reasonable prior notice and approval of the Chief, which approval shall not be unreasonably denied.
One (1) employee shall be allowed reasonable time off, with pay, if working, to attend grievance hearings, grievance meetings or labor-management meetings with the Employer, if such meetings are scheduled by mutual agreement during the employee’s working hours. Attendance shall be subject to reasonable prior notice and the approval of the Chief, which approval shall not be unreasonably denied.

Section 5.3 Investigatory Interviews

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

Section 5.4 Bill of Rights

Police Officers covered by this agreement shall be covered by Chapter 50, 725/1 et seq. ILCS, the Police Officer Bill of Rights.

Section 5.5 Labor Council Negotiating Team

Members designated as being on the Labor Council collective bargaining negotiating team who are scheduled to work on a day which negotiations will occur, shall for the purpose of attending scheduled negotiations, be excused from their duties without loss of pay for the period of negotiations. If a designated Labor Council negotiating team member is on regular day-off status on the day of negotiations, he will not be compensated for attending the session. A reasonable effort shall be made by both parties to schedule negotiations for a day and time at which the designated members of the Labor Council negotiating team are not scheduled to work.

ARTICLE 6
INDEMNIFICATION

Section 6.1 District Responsibility

The District will indemnify the employees in accordance with the provisions of applicable Illinois law.

Section 6.2 Legal Representation

Employees shall have the legal representation by the District in any civil cause of action brought against an employee resulting from or arising out of the proper and legal performance of duties.
Section 6.3 **Cooperation**

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

Section 6.4 **Applicability**

The District will provide the protection set forth in Section 6.1 and Section 6.2 above, only so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section 6.3, with the District in defense of the action or actions or claims.

**ARTICLE 7**

**HOURS OF WORK AND OVERTIME**

Section 7.1 **Departmental Work Schedule**

Schedule: The normal workweek shall average throughout the year forty (40) hours per week although the District may require overtime. Daily hours of work shall be established by the Chief of Police or his/her designee for each position based on the needs of the District. The schedule shall be based on a 15-week rotation per Appendix A and be based on a fourteen (14) day work period. Schedules and hours may change based on special events, staffing numbers, or operational needs. Examples of special events include but not limited to, Hunting Programs, Candle Light Skiing, Trout Season, Festival of the Sugar Maples, Kids Fishing Derby, and Hunter Safety Education. Days off shall not be changed on an involuntary basis to avoid the payment of overtime.

a. The District shall maintain two annual permanent A shift positions provided that there are employees who bid to fill two permanent B Shift positions. If employees are unwilling to bid to fill either the first or second permanent B Shift positions, all of the unfilled permanent shifts will become rotating shifts. All other shifts will be rotating.

b. Consistent with Section 7.1a regarding permanent shifts, if officers elect to bid for and are awarded available permanent B-shifts, the officers shall receive a four (4) percent increase in pay when they are awarded and assigned the permanent B shift schedule. The four (4) percent wage increase will be added to their applicable hourly wage as set forth in Schedule D and D(1).

c. For the 3 days following a schedule-determined shift rotation employees covered by this Agreement who are coming off the B shift and rotating to the A shift shall be allowed to shift their schedule to 8:00 a.m. until 4:35 p.m.

d. Regarding implementation of a possible 10 Hour Schedule, the Parties agree as follows: in or about September, 2017, the Parties will meet in an attempt to agree upon the details of a new 10 Hour Schedule. If no agreement on a 10 Hour Schedule can be reached by November 1, 2017, the existing 8.5 Hour Schedule will remain in effect. If the Parties reach an agreement on a new 10 Hour Schedule by November 1, 2017, it will be put out
for shift bid in November, 2017, and will become effective in mid-January, 2018. The new 10 Hour Schedule will be implemented on a one (1) year trial basis, ending in mid-January, 2019. In or about September, 2018, the Parties will meet to evaluate the 10 Hour Schedule. If either Party (Union or Employer) objects to the 10 Hour Schedule, and no agreement can be reached to change or modify the schedule by November 1, 2018, the pre-existing 8.5 Hour Schedule will be reinstated in mid-January, 2019, and remain in place for the remainder of the term of the Labor Agreement.

Section 7.2 Trading Shifts

Employees may be permitted to trade shifts between each other, when it is requested in writing by an employee, signed by the employees involved and approved by the Chief or the employee’s immediate supervisor. Trades will not be permitted if it creates overtime for anyone involved in the trade.

Section 7.3 Overtime Pay/Comp Time

All employees shall be paid at one and one half (1+1/2) their regular rate of pay for all hours worked in excess of their normal work schedule set forth in Section 7.1 above based on completed fifteen (15) minute segments. There shall be no pyramiding of overtime and compensation shall not be paid more than once for the same hours under any provisions of this Article or Agreement.

All overtime work must be preauthorized by the Chief of Police or his designee. Time for sick leave is not counted as time worked for purposes of overtime computation. Time for paid holidays and vacation time will be considered time earned and worked for purposes of overtime computation.

The employee may exercise the option to receive comp time instead of cash according to the same accrual approach as overtime pay. Comp time may be accrued to a maximum of 20 hours. Comp time may be taken only after receiving supervisor approval. Use of comp time shall be denied if its use requires the District to pay overtime.

Section 7.4 Computation of Hourly Salary

For the purposes of determining overtime compensation, an employee’s hourly salary shall be computed based upon an annual work year of 2,080 hours and their base pay.

Section 7.5 Overtime Work

The current practice of assigning overtime work shall continue. Overtime shall be offered from a rotating list of bargaining unit members. When overtime is accepted by the employee their name shall be moved to the bottom of the list. If an employee declines the overtime on two (2) consecutive occasions or cannot be reached on two (2) consecutive occasions, their name shall be placed on the bottom of the list until such time as overtime is accepted; otherwise their name is not placed on the bottom of the list.
If overtime is required and all officers are unavailable or have declined, the officer with the least seniority will be assigned the overtime; provided however, under no circumstances will an officer be permitted to work a double shift.

ARTICLE 8
EMPLOYEE SECURITY

Section 8.1 Just cause standard

No non-probationary employee covered by this Agreement shall be suspended or discharged from employment without just cause.

Section 8.2 Personnel Files

Upon written request of an employee, the District shall permit said Employee to inspect and copy his/her file, in compliance with the Personnel Records Review Act, 820 ILCS 40/0.01 et seq. or as amended.

Discipline, placed in the employee’s personnel file prior to January 1, 2009 will be removed from the employee’s personnel file at the employee’s request after thirty-six (36) months provided that no other disciplinary action is taken against the employee for any similar offense during the thirty-six (36) month period. The District retains the right to retain this discipline removed from an employee’s personnel file, provided however that such discipline shall not be used for purposes of promotion, demotion or discipline of the employee after removal from his or her personnel file. Discipline, placed in the employees personnel file after January 1, 2009 shall remain in the file in perpetuity and may be used for purposes of promotion, demotion or discipline of the employee, except such decision is subject to the Grievance Procedure.

Section 8.3 Evaluations

Under usual and appropriate circumstances, employees should receive a written performance review annually. Written performance appraisals shall become part of an employee’s personnel file. Formal evaluations will generally be conducted by your Immediate Supervisor on a pre-determined annual schedule as set forth by the Executive Director. In addition, the employee or their Immediate Supervisor may request an information review at any time.

If an employee receives an unsatisfactory formal performance evaluation they are ineligible for a merit pay increase and may be subject to disciplinary action up to and including termination.

If an employee disagrees with a formal performance evaluation, they may request another interview with his/her Immediate Supervisor to discuss the evaluation. If an agreement is not reached as to the evaluation, the employee may request in writing, within five (5) working days of receipt of their performance evaluation, a meeting with the supervisor at the succeeding level of authority in his/her department. The request must include an explanation as to why the employee believes his/her formal performance evaluation should be changed and attach all
supporting documentation. The supervisor will generally issue a written determination within ten (10) working days of receipt of the employee's written request. If the employee is not satisfied with the determination at this stage, he/she may continue this process through each succeeding supervisory level up to the Executive Director. Any decision of the Executive Director shall be final.

Section 8.4 Personal Assets

No employee shall be required or requested to disclose any item of his property, income, assets, source of income, assets, debts or personal or domestic expenditures (including those of any member of his family or household) unless such information is necessary in investigating a possible conflict of interest with respect to the performance of his/her official duties, in an internal investigation with regards to the employee's assets, or as required by, Federal, State or County Law.

Section 8.5 Document Review

The Labor Council or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is the subject of a grievance or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent, in accordance with applicable state and federal law, except those records not pertaining to a specific grievance or those records excluded under Section 8.2 above.

Section 8.6 Release of Information

No photograph or personal information about an employee will be disclosed by the District to the media or general public at any time during the term of this contract, unless the employee approves of such disclosure in advance of its release. This Section does not prohibit photographs taken to be disclosed as required by state and federal law, subpoena or court order.

Section 8.7 Work Rules. General Orders

The work rules and General Orders of the Chief, as from time to time amended, which are not in conflict with this Agreement, shall continue in full force and effect. Subject to management rights provided for in Article 20 and Section 4 of the IPLRA, the Union may grieve the establishment of any rule, order or policy when first implemented if they affect the working conditions of the employee and may grieve the application of any established work rule, order or policy when applied to an employee if applied in an unfair manner or without cause as the case may be provided for under this Agreement.

Section 8.8 Medical Examinations

If there is a reasonable basis for concern regarding an officer's fitness for duty or fitness to return to duty following a layoff or leave of absence, the District may require, after such concern is specifically articulated in the written order for examination, at its expense, that the officer have a physical examination and/or psychological examination by a qualified and
ARTICLE 9
GRIEVANCE PROCEDURE

Section 9.1 Definition

A grievance is defined as a dispute or difference between the parties to this Agreement concerning interpretation and/or application of this Agreement or its provisions.

Section 9.2 Representation

Grievances may be processed by the employee or the Labor Council on behalf of an employee or group of employees. The Labor Council may have the grievant or grievants present at any step of the grievance procedure, and the grievant is entitled to Labor Council representation at any step of the grievance.

Section 9.3 Grievance Procedure

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within ten (10) calendar days of the occurrence of the event giving rise to the grievance or within ten (10) days after the grievant, through the use of reasonable diligence could have obtained knowledge of the occurrence of the event giving rise to the grievance. A grievance shall be processed as follows:

STEP 1.

Any employee who has a grievance shall submit the grievance in writing on a form provided by the Labor Council to the employee’s immediate supervisor indicating that the matter is a grievance under this Agreement. The grievance shall contain a summary statement of the essential facts, identify the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) calendar days from the date of the occurrence of the matter giving rise to the grievance or within ten (10) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within ten (10) calendar days after the grievance is presented.

STEP 2.

If the grievance is not settled at Step 1 and the employee, or the Labor Council if a Labor Council grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Chief within ten (10) calendar days after receipt of the answer in Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Chief shall investigate the grievance and in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant and an authorized Labor Council representative.
representative, if one is requested by the employee, at a time mutually agreeable to both parties. If no settlement of the grievance is reached, the Chief shall provide a written answer to the grievant or to the Labor Council if a Labor Council Grievance, within ten (10) calendar days following their meeting.

STEP 3.

If the grievance is not settled at Step 2 and the employee, or the Labor Council if a Labor Council grievance, wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Director of Operations within ten (10) calendar days after receipt of the answer in Step 2. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Director of Operations shall investigate the grievance and in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant and an authorized Labor Council representative, if one is requested by the employee, at a time mutually agreeable to both parties. If no settlement of the grievance is reached, the Director of Operations shall provide a written answer to the grievant or to the Labor Council if a Labor Council Grievance, within ten (10) calendar days following their meeting.

STEP 4.

If the grievance is not settled at Step 3 and the employee, or the Labor Council if a Labor Council grievance, wishes to appeal the grievance to Step 4 of the grievance procedure, it shall be submitted in writing to the Executive Director within ten (10) calendar days after receipt of the answer in Step 3. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Executive Director shall investigate the grievance and in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant and an authorized Labor Council representative, if one is requested by the employee, at a time mutually agreeable to both parties. If no settlement of the grievance is reached, the Executive Director shall provide a written answer to the grievant or to the Labor Council if a Labor Council Grievance, within ten (10) calendar days following their meeting.

Section 9.4 Arbitration.

If the grievance is not settled in Step 4, and the Labor Council wishes to appeal the grievance from Step 3 of the grievance procedure, the Labor Council may refer the grievance to arbitration, as described below within twenty (20) days of receipt of the Director’s written answer as provided to the Labor Council at Step 4.

(a) In the event the parties are unable to agree upon an arbitrator, within seven (7) calendar days after receipt of the notice of referral, the party requesting arbitration shall request the Federal Mediation and Conciliation Services to submit a list of seven (7) names. Each party retains the right to reject one panel in its entirety and request that a next panel be submitted. Both the District and Labor Council shall alternately strike names from the panel. The party requesting the arbitration shall strike first. The remaining person shall be the arbitrator.
(b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Labor Council and District representatives.

(c) The District and the Labor Council shall have the right to request the arbitrator to require the presence of witnesses or documents. The District and the Labor Council retain the right to employ legal counsel.

(d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is the later.

(e) More than one grievance can be submitted to the same arbitrator if both parties mutually agree in writing.

(f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the District and the Labor Council; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 9.5 Limitations on Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement, as well as determine the appropriate remedy, if any. Any decision or award of the arbitrator rendered within the limitation of this Section 9.5 shall be final and binding upon the District, the Labor Council and the employees covered by this Agreement.

ARTICLE 10

NO STRIKE OR LOCK OUT

Section 10.1 No Strike

Neither the Labor Council nor any officers, agents, or employees will authorize, instigate, promote, sponsor, engage in, sanction or condone any strike, sympathy strike, slowdown, sit-down, concerted refusal to perform overtime, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the District, during the life of this Agreement. Neither the Labor Council nor any officer shall refuse to cross any picket line, by whoever established while on duty.

Section 10.2 Resumption of Operations

In the event of action prohibited by Section 10.1 above, the Labor Council immediately shall disavow such action and request the officers or bargaining unit members to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Labor Council, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.
Section 10.3 Labor Council Liability

Upon the failure of the Labor Council to comply with the provisions of Section 10.2 above, any agent or official of the Labor Council who is an officer covered by this Agreement may be subject to the provisions of Section 10.4 below.

Section 10.4 Discipline of Strikers

Any officer or bargaining unit member who violates the provisions of Section 10.1 of this Article shall be subject to immediate discipline, which may include discharge. Any action taken by the Employer against any officer who participates in action prohibited by Section 10.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provision of the grievance procedure, except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

Section 10.5 No Lock Out

The District will not lock out any employee during the term of this Agreement as a result of an actual or anticipated labor dispute with the Labor Council.

Section 10.6 Judicial Restraint

Nothing contained herein shall preclude the District or the Labor Council from seeking judicial restraint and damages in the event the other party violates this Article.

ARTICLE 11
SENIORITY, LAYOFF AND RECALL

Section 11.1 Definition of Seniority

Seniority shall be accrued based on the continuous length of full-time employment from the last date of hire with the Employer. Use of Seniority shall be based on date of last full-time employment in this bargaining unit.

Section 11.2 Layoff

Where there is an impending lay-off with respect to the employees in the bargaining unit, the District, except in an emergency, shall inform the Labor Council in writing no later than fourteen (14) days prior to such lay-off. The District will provide the Labor Council with the names of all employees to be laid off prior to the lay-off. In the event of a layoff, any part-time police officers shall be laid off prior to laying off any members of the bargaining unit. Probationary employees shall be laid off next, then employees with the least seniority shall be laid off first in ascending order to the most senior employee. All employees shall receive notice in writing of the lay-off at least fourteen (14) days in advance of the effective date of such layoffs.
Section 11.3 Recall

Employees shall be recalled from layoff according to the inverse order of layoff. No new employees at all shall be hired until all employees desiring to return to work shall have been given the opportunity to return to work. Recall rights under this provision shall terminate twenty four (24) months after layoff.

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

Section 11.4 Part-Time Employees

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

Section 11.5 Termination of Seniority

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

(a) quits; or

(b) is discharged for just cause; or

(c) is laid off pursuant to the provisions of the applicable agreement for a period of twenty four (24) months; or

(d) is absent for three (3) consecutive scheduled work days without proper notification or authorization; or

(e) injury off-the-job for a period of twelve (12) months.

ARTICLE 12
VACATIONS

Section 12.1 Scheduling

Vacations shall be scheduled at times desired by the employees subject to the operational needs of the Department as determined by the Chief. Vacations shall be scheduled on the basis of the employee’s seniority as defined in this Agreement. Vacations approved with more than sixty (60) days’ notice shall remain subject to manpower staffing needs until sixty (60) days prior to the actual vacation date at which time they will be given final approval. All vacation days may be taken in one (1) hour increments at a time; provided however if more than one (1) day of vacation is desired, the employee must notify the Employer at least fourteen (14) days in
advance. Vacation days not selected shall be approved on a “first come, first serve basis.” Vacation days may not be cancelled except in cases of emergency.

An employee may request to cancel a scheduled vacation day. The cancelation request shall be approved by the supervisor provided that no employee has been scheduled to cover the expected absence. If an employee has offered to switch a shift(s) to accommodate the vacation, the vacation can be cancelled only if the employee that switched a shift is willing to cover their original shift or chooses to stay with the shift that was switched. The employee cancelling the vacation would have to cover the shift that was vacated.

Section 12.2 Eligibility and Accumulation

All full time employees shall be eligible for vacation based on eight (8) hour days and on the following schedule:

<table>
<thead>
<tr>
<th>Length of Continuous Service</th>
<th>Vacation Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>As of Beginning of the Fiscal Year</td>
<td></td>
</tr>
<tr>
<td>One (1) full calendar month but less than five (5) years</td>
<td>Accrual of 6.67 hours per month ten (10) working days or eighty (80) hours per year</td>
</tr>
<tr>
<td>Five (5) years, but less than ten (10) years</td>
<td>Accrual of ten (10) hours per month fifteen (15) working days or one-hundred &amp; twenty (120) hours</td>
</tr>
<tr>
<td>Ten (10) years or more</td>
<td>Accrual of 13.33 hours per month twenty (20) working days or one-hundred &amp; sixty (160) hours per year</td>
</tr>
</tbody>
</table>

Accrued vacation hours will be calculated at the beginning of each month and credited to the employee’s vacation “bank.” New full-time employees must complete one (1) full calendar month prior to receiving vacation credit. Employees will receive an increase in accrued hours due to the length of service based upon the above schedule at the time of their anniversary date at the District.

Vacation time may be used as accrued, but not taken prior to credit. Employees may accumulate up to two-hundred and forty (240) hours, or thirty (30) days of vacation time. Any additional hours accrued over two-hundred and forty (240) hours will be forfeited, provided such forfeiture shall only occur if the Chief has previously advised the employee in advance to use their vacation time and has provided the employee with available dates for such utilization.

Accumulated unused vacation time will only be paid upon the employee’s termination or resignation. Upon leaving the District, the District will calculate the amount of vacation time the employee has earned, but has not previously been credited for and credit the employee’s vacation bank accordingly. The credit will be pro-rated of one (1) full month’s credit based on the number of actual full days the employee completes during their last month of employment. The District will then pay the employee for all “banked” (accrued) vacation time at the employee’s current compensation level.
All requests for vacation must be approved by the Chief or his/her designate. Generally, use of vacation time in a foreseeable event and requests should be submitted prior to the leave. Accrued vacation should not be used as a substitute for sick leave unless all sick time has been exhausted or the appropriate Director of the Department has approved the substitution.

The employee will be responsible for filling out the absentee form, obtaining an authorized signature from their immediate supervisor, and submitting this form with their time card. No employee shall be allowed to take more than two (2) consecutive weeks of vacation unless authorized by the Executive Director or the Executive Director’s designee.

**ARTICLE 13**

**HOLIDAYS**

**Section 13.1 Eligibility**

Full-time employees shall be entitled to eight (8) hours and thirty-five (35) minutes for the following paid holidays:

- January 1   New Year’s Day
- Third Monday of February Presidents Day
- Last Monday in May  Memorial Day
- July 4     Independence Day
- First Monday in September Labor Day
- November 11    Veterans Day
- Fourth Thursday in November Thanksgiving
- Fourth Friday in November Day after Thanksgiving
- December 24 Christmas Eve
- December 25 Christmas
- December 31 New Year’s Eve

A designated holiday shall be observed on the actual day designated nationally as the date of the holiday.

During the term of this Agreement, should the Board authorize non-contractual, non-bargaining unit employees to receive any future additional holidays this bargaining unit shall receive the same additional paid time off.

**Section 13.2 Holiday Work**

A full-time hourly employee who is scheduled to work on a holiday shall be compensated for the time worked at 1.5 times the employee’s rate of pay in addition to eight (8) hours and thirty-five (35) minutes holiday pay at the regular rate of pay.
Section 13.3 Personal Days

New employees that begin employment with the District during the months of April through July in any calendar year will receive three (3) paid personal days, employees that begin employment with the District during the months of August through November will receive two (2) paid personal days, and employees that begin employment during the months of December through March will receive one (1) paid personal days. Thereafter, full-time employees will be granted three (3) paid personal days each fiscal year on April 1. Personal days are for attending to personal matters. When possible, employees should request time off in advance. Each personal day shall be equal to 8 hours and 35 minutes.

If an employee does not use his/her personal day(s) prior to the end of the fiscal year, such day(s) are forfeited and the employee will not receive payment for the unused personal days unless the employee can demonstrate that use of such day(s) was unreasonably denied by the Employer. Further, the employee will not receive compensation for granted but unused personal days upon termination for just cause and the employee cannot use personal days as notice time prior to termination.

ARTICLE 14
SICK LEAVE

Section 14.1 Policy

It is the policy of the District to provide protection for its full-time employees against loss of income because of illness. All eligible employees are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for a one (1) day vacation nor to be used to extend vacation periods or holidays. Except as provided below, sick leave may be used for purposes of illness, injury or disability of the employee or for medical appointments, which cannot be scheduled outside of the employee’s normal work hours.

Section 14.2 Days Earned

All full-time employees shall be entitled to sick leave without loss of pay, earned at a rate of one (1) eight (8) hour day for every full month of active duty. Sick leave is defined to mean the absence from duty because of illness or injury which would prevent the employee from performing his/her usual duties or exposure to a contagious disease when the presence of the employee would jeopardize the health of others. Sick leave may be used when it is necessary for the employee to care for a member of the immediate family, but such leave shall be limited to no more than three (3) consecutive days. Employees may also use sick leave for the purpose of medical or dental appointments, although every effort should be made to schedule such appointments on the employee’s own time.

To be eligible for sick leave, employees must notify their supervisor before the employee’s absence from work or at least 30 minutes of the start of the work day. Any sick leave absence may require a certificate from a physician indicating the nature of the illness and approving the employee’s return to work.
Section 14.3 Sick Leave Accumulation

Sick leave may be accumulated if not used during the fiscal year granted, but the total accumulation shall not exceed 120 days. Employees on unpaid leave of absence shall not accrue sick days.

Upon resignation with proper notice or retirement, employees shall be compensated for unused sick days at their regular pay rate based on the following schedule:

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<thead>
<tr>
<th>Length of Continuous Service</th>
<th>Sick Leave Credit</th>
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</thead>
<tbody>
<tr>
<td>Less than five (5) years</td>
<td>0% compensation</td>
</tr>
<tr>
<td>Five (5) years, but less than ten (10) years</td>
<td>25% compensation</td>
</tr>
<tr>
<td>Ten (10) years or more</td>
<td>50% compensation</td>
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</tbody>
</table>

Employees dismissed from the District for just cause shall forfeit all accumulated sick days.

Section 14.4 Sick Leave Abuse

For the purposes of the provisions contained in this Article “abuse” of sick leave is the utilization of such for reasons other than those stated in this Article. If the Employer has reasonable suspicion to believe that an employee is abusing sick leave, and that the employee has used at least five (5) sick days for the calendar year and that employee has used the sick days in a fashion that the Employer would call a pattern (i.e., calling in sick the day before or after an employee’s regularly scheduled days off), then the Employer may require a doctor’s statement at the employee’s cost, on which the employee calls in sick, for a period not to exceed six (6) months for each incident. A second incident of abuse within twelve (12) months of a release from sick time abuse letters constitutes grounds for disciplinary action. The Labor Council and the Employer mutually discourage the abuse of sick leave. Continued “abuse” of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

Section 14.5 Sick Leave Bank

Bargaining Unit Employees are eligible to participate in the District’s Sick Leave Bank. The Sick Leave Bank serves as a depository into which participating employees may voluntarily donate accrued sick leave time for allocation to other participating employees. The purpose of this bank is to alleviate the hardship caused if a medical emergency or injury forces the employee to exhaust all vacation time, personal days, sick leave, and compensatory time. This bank is not intended to provide unlimited paid sick leave for any medical reason. For specific policy provisions see the District’s Personnel Policy Manual.
ARTICLE 15
ADDITIONAL LEAVE OF ABSENCE

Section 15.1 Other Leaves

The Chief may grant employees a leave of absence without pay for an extended period not to exceed one year, subject to District approval. Benefits do not accrue during the period of the leave of absence, however, the employee may assume the payments for the health and life insurance premium and remain part of the group insurance plan during the leave. Upon expiration of the leave, every effort shall be made to reinstate the employee to the same or comparable position held before leave was granted.

If an employee is granted a leave of absence without pay under this policy, the employee must sign an agreement with the District which sets forth the stipulations for the employee’s return to service. During the approved leave of absence, the employee shall not be allowed other employment unless approved by the Chief and/or the District. Accepting unapproved employment shall be cause for termination.

Requests for leaves of absence under this section shall be submitted to the Chief and/or Director for consideration and action.

Section 15.2 Emergency Leave

If the employee’s presence is necessary in the case of serious illness or emergency in the immediate family as defined in section 15.9 Bereavement Leave, all full-time employees may request an unpaid leave of absence. The Executive Director shall review each request in consideration of the following factors: 1) the purpose for which the leave is requested 2) the length of time the employee will be away 3) the effect the leave will have on the ability of the District to carry out its responsibilities and 4) the employee’s position and his/her length of service. An employee who is granted an unpaid leave of absence for a period of three (3) months or more will, if he/she so desires, be paid any vacation pay that would be due him/her at the time he/she starts his/her leave.

Section 15.3 Military Leave

Military leave and benefits shall be granted in accordance with applicable state and federal law.

Section 15.4 Maternity Leave

Maternity leave without pay shall be granted to full-time employees up to a period of four months based on date of departure. Pregnant employees shall be allowed to work as long as they have the approval of their physician. All leaves granted shall expire after three months from date of delivery. Leaves may be extended when supported by a doctor’s certificate. Health insurance benefits shall continue throughout the term of the leave. All other benefits shall be suspended until the employee’s return to service. Every effort shall be made to place returning employees in their former positions or equivalent positions depending on the availability of such positions.
Section 15.5  **Paternity Leave**

Paternity leave without pay shall be granted to full-time employees up to a period of four (4) weeks based on the date of departure. Leaves shall not be extended unless need is supported by a doctor’s certificate. Health insurance benefits shall continue throughout the term of the leave. All other benefits shall be suspended until the employee’s return to service.

Section 15.6  **Non-Excused Leave**

A non-excused leave is any absence from duty, including a single day or portion thereof, which has not been granted or approved by the employee’s immediate supervisor. In such cases, pay shall be denied for the entire period of the absence and the employee may be subject to disciplinary action.

Section 15.7  **Line of Duty Injury**

(a) Officers are covered by the provisions of Compensation for Law Enforcement Officers Act 5 ILCS 345/1.

(b) At any time during the period continuing compensation is required by the Section, the District may order, at the expense of the District, physical or medical examinations of the person to determine fitness for duty.

Section 15.8  **Family Medical Leave Act**

Employees shall have all rights and benefits provided by the Family Medical Leave Act (FMLA).

Section 15.9  **Bereavement Leave**

Full-time employees may be given time off with regular compensation and without loss of position or benefit accruals upon approval from the Chief for reasons of death in his/her immediate family. For purposes of this policy “immediate family” includes the employee’s spouse, life partner, natural child, adopted child, stepchild, sibling, parent, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, brother-in-law, and sister-in-law. Bereavement Leave may consist of three (3) days paid leave, or up to five (5) days if travel of more than 200 miles one way is necessary with the approval of the Executive Director or his/her designee. These days are to be taken consecutively within a reasonable time of the death or day of the funeral, and may not be split or postponed. Upon returning to work, the employee must record his/her absence as a Bereavement Leave on his/her attendance record. Proof of death and relationship to the deceased may be required. For the purposes of this article a day shall be defined as 8:35 minutes.

Section 15.10  **Jury Duty**

Full-time employees on jury duty leave will receive an amount equal to their full pay based on their regular base pay or the number of hours for which the employee was scheduled to work on those days and their jury duty pay, up to a maximum of ten (10) working days. All
other employees will receive jury duty leave without pay from the District. Employees must provide written notice, supported with appropriate documentation of jury duty (e.g., the jury date summons), to their Immediate Supervisor before reporting for jury duty. Following jury duty, the employee must provide the District with appropriate documentation evidencing the length of their jury duty. In order to receive pay from the District, full-time employees must endorse payment checks received from the court for jury duty to the District as a partial offset of the pay received from the District and as further proof of jury duty. Payment for jury duty is not counted as time worked for purposes of overtime computation and employees serving on jury duty shall be eligible for holiday pay and continuation of benefits. Second shift employees shall be expected to report for work on any day when they are not required to remain in Court past 11:00 am.

ARTICLE 16
EDUCATION

Section 16.1 Employee Education

The District is committed to providing opportunities for employees to attend educational courses, conferences or workshops which would help to improve the District’s operations or services. Requests to attend educational courses, conferences or workshops shall be made to the Executive Director.

In the case of college level studies, each employee may only pursue a maximum of six (6) credit hours per semester, unless written permission is given by the Director. Employees shall not be compensated for any time spent while completing a course unless specifically authorized by the Director.

All employees shall submit a written report to the Director within 14 days after completing an educational course, conference or workshop. The report shall be a summary of ideas or methods which may benefit or improve the operations or services of the District and shall include copies of any certificates of completion, degrees or final grades, when available.

Reimbursement for expenses of approved educational courses, conferences or workshops shall be made upon submission of a written list of expenses incurred, including proof of payment. Prepayment of expenses for educational courses, conferences or workshops shall be made only when authorized by the Director and are also subject to monies being budgeted.

If an educational course is completed satisfactorily, the District shall reimburse the cost of tuition. The amount of tuition reimbursement shall not exceed the median cost of tuition per credit hour at a public Illinois University or College, and undergraduate work and graduate work shall be calculated at the median cost of similar programs within the Illinois University or College level. If an employee chooses to attend a private or out-of-state school, and the actual cost is higher than the maximum amount allowable under this policy, the employee shall be responsible for the difference. Only the Board of Trustees shall have the authority to allow for greater reimbursement.
Section 16.2 Use of Personal Vehicle for Official Business

Employees required to use their personal vehicle for required attendance at any school, seminar, conference, or for official business shall be compensated at the current IRS per mile rate and reimbursed for such use on a monthly basis. Regarding the Police Academy a District Vehicle will be provided or, at the discretion of the Chief or his designee, the employee shall be reimbursed at the IRS mileage rate for one (1) round trip per week for the length of the total Academy assignment. The employee shall be reimbursed for actual miles traveled and at no time shall the miles traveled from and to the academy exceed the miles from and to the employees residence.

Section 16.3 Tuition Reimbursement Program

An employee shall be required to continue active employment with the District for a minimum of six (6) months after receiving educational funding or refund the monies spent on the employee’s behalf for educational purposes. The employee’s last paycheck shall be withheld until such payment is made. Only the Board of Trustees shall have the authority to waive this requirement.

ARTICLE 17
WAGES

Section 17.1 Wages

Employees shall be compensated in accordance with the Matrix and Wage Schedule attached to this Agreement and marked as Appendix D and D(1).

Section 17.2 Uniforms

The uniform allowance for covered employees shall be increased to $500 per year. One-half of the uniform allowance shall be paid in cash and the remainder in an annual account of $250.00 from which to draw, in the ordering of uniform items (current list is attached as an Appendix C). The employee shall use the commissary uniform allowance first. If the commissary allowance is not used by October 1st of each year, the employee shall receive the $250 cash uniform allowance by check in the next payroll check. A representative of the District shall place the orders. Each new Officer shall receive a bulletproof vest with a value not to exceed $650.00, however, the Officer may upgrade the vest and pay the difference in cost. In either case, the vest remains the property of the District. The District shall replace the vest at the end of a specified time period as recommended by the manufacturer but not sooner than 5 years unless damaged through the proper and legal performance of duties not to include reckless or negligent conduct, with a vest that has a value not to exceed $650.00.

The District will replace or repair leather gear if damaged through the proper and legal performance of duties, not to include reckless or negligent conduct. The incident is to be
documented with the immediate supervisor outside the bargaining unit. Such replacement or repair will not be deducted from the Officers annual account.

ARTICLE 18
OTHER COMPENSATION

Section 18.1 Call Back

A “call back” is defined as an employee’s assignment of work, which does not continually precede or follow an employee’s regularly scheduled working hours. Employees “called back” to the District’s premises at a specified time on a regularly scheduled work day shall be paid for a minimum of two (2) hours at the appropriate rate or be compensated for the actual time worked, whichever is greater, unless the employee is called back to rectify his own error that could not otherwise be corrected during his next scheduled work day.

Section 18.2 Court Time

Employees covered by this Agreement who are required to attend court or inquests outside their regularly scheduled work hours shall be compensated at their appropriate rate of pay with a guaranteed minimum of two (2) hours or time served, whichever is greater.

Employees who are covered by this Agreement and who are required to attend court on a scheduled day off shall be compensated two (2) hours at their standard rate of pay for being on stand by for court unless 1) the officer receives notification by the day before the court date that the court appearance is not required or 2) the officer attends court or 3) the officer does not attend court.

Section 18.3 Outside Employment

Any employee assuming outside employment must notify their immediate supervisor and the Executive Director in advance of such employment. No outside employment shall be permitted if it physically or mentally hampers the employee’s ability to do the job required or if it would reflect adversely upon the employee or the District.

No employee shall engage in outside employment during their scheduled working hours, unless such work is done on vacation time. Also, no employee shall use vehicles, equipment, tools or other property of the District while engaging in outside employment.

The Executive Director and the Board shall reserve the right to prohibit any outside employment on the part of an employee, which in their judgment might be detrimental to the best interests of the District or poses a potential or actual conflict of interest.

Section 18.4 Training Travel Time

A day of Training is considered a regular shift and will begin at the time that the training is scheduled to commence. Travel times which are less than 90 minutes each direction to and from the training at the beginning and the end of the shift is ordinary home to work travel which
Travel Time which is 90 minutes or more each direction to and from the training shall be compensated for by an equal amount of time off within the same pay period, and will be considered “productive” for the computation of overtime. If time off cannot be granted within the same pay period, the officer can still choose to attend the training at his or her discretion and said travel time shall not be compensable. Officers have the option of obtaining a District vehicle for training if one is available. If the Officer voluntarily chooses not to utilize a District vehicle, said Officer will not be compensated at the current IRS rate for all miles traveled on District business. If a District vehicle is not made available, the Officer will be compensated at the current IRS rate for all miles traveled for training. Officers whose assigned training day is four (4) hours or less and said training takes place within McHenry County, will be obligated to report back for duty to complete the remaining hours of their shift or the option to request benefit time. Officers whose training day is four (4) hours or less, and said training takes place outside of McHenry County, will be considered to have worked a regular shift and will not be obligated to report back for duty. Any training class over four (4) hours will be considered a regular shift and the Officer will be compensated for his regular shift. Officers who are scheduled off on training days have to be switched; i.e., to address multiple day training classes, will be given time off prior to or after the training within the same pay period.

Travel time which takes over 5 hours each direction or any travel time that includes air travel shall be considered a full work day and shall be compensated by an equal amount of time off within the same pay period, and will be considered “productive” for the computation of overtime. If time off cannot be granted within the same pay period, the officer can still choose to attend the training at his or her discretion and said travel time shall not be compensable.

All travel time shall be calculated using Google Maps. The distance will be measured from Woodstock, IL to the city in which the training is occurring. The shortest time presented by Google Maps “suggested route” will be considered the official time for computing work travel.

Section 18.5 Damages Personal Property

The District agrees to repair or replace as necessary an officer’s eyeglasses, contact lenses, prescription sunglasses up to a value of $150.00 and watches up to a value of $50.00, or other items of personal equipment if such are damaged or broken during the course of the employee’s duties. Incident to be documented with immediate supervisor outside the bargaining unit.

Section 18.6 Weapon Maintenance

A certified gunsmith, at the expense of the District, shall repair service weapons. This provision shall only apply to one (1) duty weapon owned by the employee. The District will supply the Officer with qualification/training shells when the Department requests Officer to train or qualify.

Section 18.7 Field Training Pay

Officers assigned as Field Training Officers shall receive a $200 stipend for each completed training step.
Section 18.8 **Wellness Stipend**

Beginning April 1, 2014 the Employer shall reimburse Officers who have verifiable memberships to gyms or work out facilities up to thirty five dollars ($35) per month for the cost of these memberships.

**ARTICLE 19**

**INSURANCE**

Section 19.1 **Insurance – Health**

The District shall provide a medical and hospitalization insurance plan through a carrier to be determined by the Board of Trustees. A member of the bargaining unit will be allowed to participate as a member of the District’s Insurance Committee.

Upon annual review, the Board shall determine the District’s contribution to the premium for all full-time District employees. Moreover, any changes thereafter will be consistent with all other full-time District employees who are participating in the plan.

Upon termination or resignation, all employees participating in the insurance plan shall have the option of continuing coverage, provided they pay all of the premium and any associated costs. The continuation of such coverage shall be governed by the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Section 19.2 **Insurance – Life**

The District shall provide a life insurance plan for employees through a carrier to be determined by the Board of Trustees.

Upon annual review, the Board shall determine the District’s contribution to the premium for all full-time employees.

**ARTICLE 20**

**MANAGEMENT RIGHTS**

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

(a) To direct all operations of the Department;

(b) To determine the overall budget;

(c) To establish reasonable work rules and schedules of work;
(d) To create an organizational structure; to hire, promote, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the Department;

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

(f) To lay off employees;

(g) To determine quality and maintain efficiency of the operations of the Department;

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

(i) To change existing methods or facilities;

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

(k) To contract out for goods and services;

(l) To establish, implement and maintain an effective internal control program;

(m) To establish reasonable rules relating to those items not subject to arbitration under Section 315/14(i) of the Public Employees Labor Relations Act of Illinois, except to the degree to the impact of such items;

(n) To determine the methods, means, and personnel by which the District operations are to be conducted;

(o) To take whatever action is necessary to carry out the functions of the District in situations of emergency.

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

ARTICLE 21
IMPASSE RESOLUTION

Upon the expiration of this Agreement, the resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, amended (5 ILCS 315/14, as amended from time to time)

ARTICLE 22
SAVING CLAUSE

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

ARTICLE 23
ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between parties and concludes collective bargaining between the parties.

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 the law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 24
DURATIONS

Section 24.1 Term of Agreement

This Agreement shall be effective from 12:01 a.m. on April 1, 2017, and shall remain in full force and effect until 11:59 p.m. on March 31, 2020. It shall continue in effect from year to year thereafter unless a notice of demand to bargain is given in writing by Certified Mail by either party to the other not more than one hundred and eighty (180) days nor less than one hundred and twenty (120) days prior to expiration. The notice referred to shall be considered to have been served as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 24.2 Continuing Effect

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

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

Peter Balderas

Dan Hibbeler

MCHENRY COUNTY CONSERVATION DISTRICT

Elizabeth S. Kessler, Executive Director
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<tr>
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APPENDIX B
DRUG TESTING

The McHenry County Conservation District (District) has implemented an Alcohol and Drug Abuse Policy in response to evidence that alcohol and drug abuse has a detrimental impact on employees' health, job performance, safety, and efficiency. Since District employees operate, supervise and maintain land and facilities, programs and equipment for use by members of the public and perform services that may have a direct effect on the health and safety of members of the public and fellow employees, the District wishes to maximize the health and safety of its patrons and employees.

This policy also expresses the District's desire to satisfy the requirements of the federal and state Drug Free Workplace Acts (41 U.S.C.A. § 701 et seq. and 30 ILCS 580/1 et seq.). In accordance with these statutes and concerns, the District has resolved to maintain a drug free workplace.

The purpose of this policy is to inform employees of the District's investigation, treatment and disciplinary policy relating to alcohol and drugs. As such, all District employees will abide by its terms. As with all policies in this Manual, this policy is subject to periodic addition, modification, or deletion.

This policy is not intended to prohibit lawful possession or use of alcohol by off-duty employees who reside in District-owned residences, employees who are guests at District-owned residences during non-working hours, or employees' private off-duty use on District property to the extent such use does not interfere with the employee's job performance.

This policy does not replace any of the provisions or requirements of the District's Controlled Substance and Alcohol Testing Policy for positions that require a Commercial Drivers' License (CDL). District employees who operate District commercial motor vehicles and possess a commercial driver's license have special responsibilities necessitated by the fact that they operate vehicles that require additional skill and attentiveness over that of non-commercial motor vehicles.

As part of its continuing commitment to safety and to comply with federal law, the District has established a controlled substance and alcohol testing policy for District positions that require a commercial driver's license (see Alcohol and Drug Procedures for CDL Employees following this section). Both the District and the federal government recognize that it is important to establish programs to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles. The Alcohol and Drug Procedures for CDL Employees is in addition to and supplements and complements rather than supersedes all other District policies, rules, procedures, and practices, including without limitation this Alcohol and Drug Abuse Policy. However, for persons to whom the Alcohol and Drug Procedures For CDL Employees applies, in the event of any conflict between any of the provisions of the Alcohol and Drug Procedures For CDL Employees and the
provisions of any other District policy, rule, procedure, or practice, the provisions of the Alcohol and Drug Procedures For CDL Employees will control.

**ACTS PROHIBITED**

Except as otherwise provided below, the unlawful manufacture, distribution, dispensation, possession, or lawful use of a controlled substance, including, but not limited to, cannabis and alcohol, is prohibited on District Property, while on duty, or while performing duties for the District.

Employees authorized to attend business or social gatherings held in conjunction with District-related events, training, conferences, meetings or other District related outings, may legally consume alcohol when served or available at the function. Understandably, employees are expected to act in the best interests of the District at all times and to use mature judgment and discretion in the consumption of alcohol.

**DEFINITIONS**

For purposes of this Policy and Procedures for CDL Employees, the following definitions apply:

1. "Alcohol" means any substance containing any form of alcohol, including but not limited to: ethanol, methanol, propanol and isopropanol.

2. "Cannabis" is defined as provided in the Cannabis Control Act (720 ILCS 550/1 et seq.) which provisions are specifically incorporated in this Policy by reference.

3. "Controlled Substance" means a controlled substance in schedules I through V of section 812 of Title 21 of the United States Code, which provisions are specifically incorporated in this Policy by reference.

4. "Criminal Drug Statute" means a state or federal criminal statute involving the manufacture, distribution, dispensation, possession, or use of any controlled substance or cannabis.

5. "Executive Director" is the Executive Director of the McHenry County Conservation District (or another Director who has been authorized to act on behalf of the Executive Director).

6. "District Property" means any building, office, common area, open space, vehicle, parking lot, or other area owned, leased, managed, used or controlled by the District. District Property also includes property used by District patrons while on District sponsored events or field trips or property of others when presence thereon by the District employee is related to employment with the District.

7. "Drugs" mean Legal Drugs and controlled substances, including cannabis.
8. "Legal Drugs" mean prescription drugs and over-the-counter drugs which have been obtained legally and are being used in the manner and for the purpose for which they were prescribed or manufactured.

9. "Medical Facility" means any physician, laboratory, clinic, hospital, or other similar entity.

10. "MRO" means Medical Review Officer. A person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.

11. "Policy" means this Alcohol and Drug Abuse Policy of the McHenry County Conservation District.

12. "Possess" means to have either in or on an employee's person, personal effects, desk, files, or other similar area.

13. "Public Safety Responsibility" means a position in which the nature of an employee's duties is such that impaired perception, reaction time, or judgment may place a member or members of the public or other employees at risk of serious bodily harm, or is responsible for the administration or enforcement of alcohol/drug policies.

14. "SAP" means Substance Abuse Professional. A person who evaluates employees who have violated a DOT drug and alcohol program regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare. Amended: 7/18/2013

15. "Under the Influence" means that the employee is affected by alcohol or drugs in any determinable manner. A determination of being under the influence can be established by a professional opinion, a scientifically valid test, a layperson's opinion, or the statement of a witness.

VOLUNTARY TREATMENT

It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to disciplinary action. The District will not discipline an employee who voluntarily seeks treatment for a substance abuse problem if the employee is not in violation of the District's drug and alcohol policy or other rules of conduct. Seeking such assistance will not be a defense for violating the District's drug and alcohol policy, nor will it excuse or limit the employee's obligation to meet the District's policies, rules of conduct, and standards including, but not limited to, those regarding attendance, job performance, and safe and sober behavior on the job. Employees who suffer from alcohol or drug abuse are encouraged to consult voluntarily with District management and undergo appropriate medical treatment. Participation in such treatment will be at the employee's expense, although some of these expenses may be covered under the employee's group health plan. Please see the Human Resource Manager for further information regarding insurance coverage. District management will attempt to keep such voluntary discussions and medical treatment confidential in accordance with this Policy.

SCREENING AND TESTING
The District may require employees whose job functions require them to operate or maintain vehicles or machinery, handle hazardous or toxic materials or substances of any kind, or have Public Safety Responsibility to be screened or tested on a random basis, or may require any employee to be screened or tested following a workplace accident, a possible violation of safety rules, during and after an employee's participation in an alcohol or drug counseling or rehabilitation program, or upon reasonable suspicion that the employee is under the influence of alcohol or drugs. The screening or testing will be conducted by a medical facility selected by the District at the District's expense. The screening or testing may require an analysis of the employee's breath, urine and/or blood or such similar substance as the medical facility may recommend. Employees who undergo alcohol or drug screening or testing will be given the opportunity, prior to the collection of a specimen or other testing, to disclose the use of legal drugs and to explain the circumstance of their use. If an initial test is positive, a second test will be conducted from the same sample. A confirmed positive drug and/or alcohol test may result in disciplinary action, up to and including discharge.

Each District employee is required to sign a consent form, a copy of which is included at the back of this Manual (Form D). Prospective employees applying for positions that require a commercial driver's license will be required to sign a consent form prior to taking the pre-employment drug screening. Prospective employees for positions that require a pre-employment physical may be required to sign a consent form prior to taking the pre-employment physical.

Each employee and prospective employee may also be required to sign a separate consent form requested by the Medical Facility conducting the screening or testing. Refusal to sign any requested consent form will result in non-hire or disciplinary action up to and including dismissal, as deemed appropriate by the District, in its sole discretion, under the circumstances.

TREATMENT

If the medical facility recommends treatment, the District may, depending on the circumstances as determined in the sole discretion of the District, give the employee one opportunity to undergo treatment offered by a clinic or trained professional mutually acceptable to the District and employee.

Participation in such treatment will be at the employee's expense. The employee must enter the treatment program within ten (10) days from the time of recommendation of treatment. The District may reinstate the employee provided that the employee submits a statement issued by the medical facility certifying successful completion of the treatment program, that the employee is released to return to work, and that the employee agrees to all conditions of reinstatement as determined by the District, which may include, but is not limited to, future alcohol and/or drug testing.

USE OF LEGAL DRUGS

Any employee who operates or maintains a vehicle or machinery, handles hazardous materials or substances of any kind, or has public safety responsibility and who has taken a legal drug must report the use of such legal drug to their Immediate Supervisor or Manager if the legal drug may cause drowsiness or if it may alter judgment, perception or reaction time. Employees
are not required to state the reason for the medication. The burden is on the employee to find out from the employee's doctor or pharmacist whether or not the legal drug may have such a potential side effect. The information will be retained by the District in a confidential manner and will be disclosed only to persons who need to know. The employee's Manager and/or Director, after conferring with the Executive Director, will decide whether or not the employee may safely continue to perform the job while using the legal drug. Failure to declare the use of such legal drugs may be cause for discipline up to and including termination.

NOTICE OF CONVICTIONS

Any employee who is convicted of violating any federal or state criminal drug statute must notify the Executive Director within five (5) days of such conviction. For purposes of this notice requirement, a conviction includes a finding of guilt, a no contest plea, and/or an imposition of sentence by any judicial body for any violation of a criminal statute involving the unlawful manufacture, distribution, sale, dispensation, possession or use of any controlled substance or cannabis. Failure to notify the Executive Director may subject the employee to disciplinary action, up to and including termination.

DISCIPLINE/PENALTIES FOR VIOLATION

1. An employee who reports to work or is found during working hours to be or to have been under the influence of alcohol, controlled substances, or cannabis or who manufactures, possesses, uses, sells or dispenses alcohol, controlled substances, or cannabis while on District property or while acting on behalf of the District, is convicted of a drug related crime, causes financial or physical damage to the District property, its employees or patrons as the result of alcohol or drug abuse, or fails to report the use of legal drugs in accordance with this Policy, will be disciplined in accordance with the Discipline Policy. In addition to or in the alternative, depending on the circumstances as determined by the District in its sole discretion, the District may require the employee to successfully complete an alcohol and/or drug abuse assistance or rehabilitation program approved for such purposes by the District and by a federal, state or local health law enforcement or other appropriate agency. An employee who participates in a treatment program will be expected to meet job performance standards and comply with all rules established by the District. Participation in a treatment program will not, in itself, protect the employee from disciplinary actions should job performance remain unsatisfactory.

2. In addition to the examples of misconduct that may subject an employee to disciplinary action contained in this Policy and the Manual, the District will discipline an employee up to and including dismissal for the following: (1) if the employee refuses to submit to diagnosis, testing or screening upon request of the District; (2) if the employee tampers in any way with the specimen given to the medical facility for purposes of alcohol or drug screening or testing; (3) if the medical facility recommends treatment and the employee refuses to undergo such treatment; (4) if, while undergoing treatment, the employee fails or refuses to follow the course of treatment; (5) if the employee, during the course of or following treatment, is again under the influence of alcohol or drugs in violation of this Policy; or, (6) if the employee fails to notify the Executive Director of a conviction for violating any federal or state Criminal Drug Statute in accordance with the "Notice of Conviction" section of this policy.
PRE-EMPLOYMENT SCREENING

Employees who are required to have a commercial driver's license (CDL) for their position with the District will be tested in accordance with the District's Alcohol and Drug Procedures for CDL Employees outlined in this policy.

As a final pre-requisite in the District's employment selection procedure, persons offered a full time position with the District will be required to undertake a pre-employment drug and alcohol screening test and other applicants based upon the position offered. At the discretion of the District, persons offered a part-time position may be subject to drug testing based upon the position offered.

INSPECTIONS

In order to assure that employees comply with the prohibition on manufacturing, distributing, dispensing, possessing, or using alcohol, controlled substances, or cannabis, employees may be subject to inspection as follows:

1. Lockers, desks, files, vehicles, equipment and other containers and property owned or leased by the District and which an employee is permitted to use during employment with the District, are and remain the property of the District. Employees are not permitted to keep controlled substances, cannabis or alcohol in or on such property. Any such property reasonably suspected of having or holding such substances is subject to search by the District.

2. Any refusal to submit to such an inspection will be treated as an act of insubordination and may result in disciplinary action, up to and including termination.

RECORDS

The District will maintain medical records relating to alcohol or drug abuse, diagnosis, and treatment confidential and in a file separate from the employee's personnel file. Access will be limited to those who need to know. The District will not disclose these records to persons outside the District without the employee's consent unless disclosure of the records is necessary for legal or insurance purposes.
APPENDIX C
UNIFORMS

The following is a list of police uniform items that are issued to the Officers when hired:

5- Summer Shirts (Short Sleeve) 5- Winter Shirts (Long Sleeve)
5- Pants (2 Dress and 3 Field) 1- Baseball Hat
1- Winter Coat 3- Dickies or LS Turtlenecks (or combination)
1- Sheriff’s style hat (Straw) 1- Hat Badge
3- Badges 1- Tie
2- Name Plates 1- Knit hat
1- Bullet Resistant Vest 1- Winter hat
1- Knit hat 1- Blaze orange baseball cap
1- Winter hat 1- Outer Bullet resistant vest carrier
1- Holster 1- Hat Badge
2- Pairs of Handcuffs and Handcuff cases 1- Tie
1- Glove pouch 1- Silent key holder
1- Silent key holder 1- Ammunition pouch

In addition to the items above, the following is a list of police uniform items that are eligible from purchase from the officer’s uniform allowance:

1. OC spray and OC pouch (if certified to carry)
2. 1 – pair of approved uniform winter boots
3. 1 – pair of approved shoes/boots per fiscal year unless approved by Chief
4. Any additional uniform items approved by the Chief.

Appropriate shoes duty belt and under belt are the responsibility of the newly hired officer.

Leather is the responsibility of the officer, except as set forth in Section 17.2.

When a police uniform item is replaced, the old item must be turned in to the Chief or his designee.
AGREEMENT
Between the
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
and
MCHENRY COUNTY CONSERVATION DISTRICT

EXHIBIT D- WAGES
See Attachment Exhibit D and D1.

Grade Range 16

[Table with salary ranges]
## Schedule D

Wage Matrix

4/1/17-3/31/20

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### Schedul D-1
#### FOP Wage Schedule
#### 4/1/17 - 3/31/2020

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### Schedul D -1

**FOP Wage Schedule**

4/1/17 - 3/31/2020

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<td>vacant</td>
<td>$ 0.49</td>
<td>2.0%</td>
<td>$ 1,020</td>
<td>3/31/2020</td>
<td>3</td>
<td></td>
<td>$ 26.26</td>
<td>5.0%</td>
<td>$ 2,601</td>
<td>23.1%</td>
<td>$ 10,255</td>
</tr>
</tbody>
</table>
I, ____________________________, hereby authorize my Employer, the McHenry County Conservation District 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.

Signed: ____________________________
Date: ____________________________
Address: ____________________________
City: ________________________________
State: __________ Zip: __________
Telephone: ____________________________

Please remit all dues deductions to:
Illinois Fraternal Order of Police Labor Council
974 Clock Tower Drive
Springfield, IL 62704
(217) 698-9433
GRIEVANCE FORM

(use additional sheets where necessary)

Department: __________________________ Date Filed: _______________________

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

STEP ONE

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

Article(s) and Section(s) of Contract violated:

Briefly state the facts:

Remedy Sought:

Given To: __________________________ Date/Time: ________________________

Grievant's Signature __________________________ FOP Representative Signature

EMPLOYER’S STEP ONE RESPONSE

Employer Representative Signature __________________________ Position

Person to Whom Response Given __________________________ Date

STEP TWO

Reasons for Advancing Grievance:

Given To: __________________________ Date/Time: ________________________

Grievant's Signature __________________________ FOP Representative Signature

EMPLOYER’S STEP TWO RESPONSE

Employer Representative Signature __________________________ Position

Person to Whom Response Given __________________________ Date
STEP THREE

Reasons for Advancing Grievance: __________________________________________________________

Given To: ___________________________ Date/Time: ___________________________

Grievant's Signature ___________________________ FOP Representative Signature ___________________________

EMPLOYER'S STEP THREE RESPONSE

____________________________________________________________________________________

Employer Representative Signature ___________________________ Position ___________________________

Person to Whom Response Given ___________________________ Date ___________________________

STEP FOUR

Reasons for Advancing Grievance: __________________________________________________________

Given To: ___________________________ Date/Time: ___________________________

Grievant's Signature ___________________________ FOP Representative Signature ___________________________

EMPLOYER'S STEP FOUR 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 ___________________________
MEMORANDUM OF UNDERSTANDING

BETWEEN FRATERNAL ORDER OF POLICE AND

MCHENRY COUNTY CONSERVATION DISTRICT

DATE MARCH 31, 2017

RE Retroactive pay

This note signifies that when the McHenry County Board approves the McHenry County Conservation District’s FY 2018 Budget, the Conservation District shall implement the wage increases as stated in the agreement approved by the McHenry County Conservation District Board of Trustees on March 23, 2017 retroactive to April 1, 2017.

John Kremer
Kyle Retek
Dan Hibbeler
Chris Murison