

Collective Bargaining Agreement

Between

County of Rock Island/Rock Island County Sheriff

And

Illinois Fraternal Order of Police Labor Council

On Behalf of

Fraternal Order of Police Lodge No. 61

(Deputy Sheriff Patrolman, Sergeant & Lieutenant)

December 1, 2005 through November 30, 2008

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ARTICLE 1 PREAMBLE

This Agreement is entered into by and between The County of Rock Island, Illinois, and the Rock Island County Sheriffs Department, hereinafter jointly referred to as the “Employer”, and the Rock Island County Sheriffs Police Lodge No. 61, Fraternal Order of Police/Illinois Fraternal Order of Police Labor Council, hereinafter referred to as the “Lodge”.

It is the intent of both the Employer and the Lodge to work together to provide and maintain satisfactory terms and conditions of employment, to set forth those wages, hours, terms and all conditions of employment herein, and to prevent as well as to adjust misunderstandings and grievances relating to employees wages, hour and working conditions.

ARTICLE 2 RECOGNITION

The Employer does hereby recognize the Lodge as the exclusive bargaining representative for all officers in the bargaining unit holding the ranks of Deputy Sheriff Patrolman, Sergeant and Lieutenant, excluding only the Sheriff and Captains in the Rock Island Sheriffs Department and all other non-sworn personnel.

ARTICLE 3 NON-DISCRIMINATION

§1. Non-Discrimination:

The Employer and the Lodge shall not discriminate against any person directly or indirectly because of race, color, sex, age, religion, creed or national origin or membership, non-membership or activities in the Lodge.

§2. Use of Masculine Pronoun:

Whenever a reference is made to male gender, it is understood that such language is nonrestrictive and is intended to include the female gender.

ARTICLE 4 MANAGEMENT RIGHTS

The Employer may exercise the following management rights provided that no such right is exercised contrary to or inconsistent with other terms of this Agreement or the Act:

- (a) To determine the organization and operations of the Sheriffs Department;
- (b) To determine and change the purpose and function of each of its constituent departments and subdivisions;
- (c) To establish the services to be offered to the public;
- (d) To determine the overall budget;
- (e) To create an organizational structure;
- (f) To select new employees, determine the examination techniques for new employees and to direct all officers, including the right to assign work and overtime;
- (g) To suspend, demote, discharge and take other appropriate disciplinary action for just cause as long as not inconsistent with the Rules, Regulations and Procedures of the Rock Island County Merit Commission as they now exist or as they may be changed or duly amended;
- (h) To determine reasonable schedules of work and establish the methods and processes by which such work is performed;
- (i) To maintain discipline of employees including the right to make reasonable rules and regulations for the purpose of efficiency, safe practices and discipline;
- (j) To contract out for goods and services, other than those services and work currently being performed by bargaining unit employees.

Except as specifically limited by provisions of this Agreement, the Employer retains traditional rights to manage the Sheriffs Office and to direct the working forces, as well as those rights set forth in the Illinois Public Labor Relations Act.

ARTICLE 5 NO-STRIKE

Neither the Lodge, nor any officer, will call, initiate, authorize, participate in, sanction, encourage or ratify any strike or slowdown during the term of this Agreement. Neither the Lodge, nor any officer, shall refuse to cross any picket line, by whomever established, should such action be necessary in order to deliver the essential service to the public provided by the Employer.

ARTICLE 6 DUES DEDUCTION AND FAIR SHARE PAYMENTS

§1. Dues-Deduction:

The Employer shall deduct Lodge dues, including initiation fees, from the pay of employees covered by this Agreement who authorizes such deductions in writing (attached as Appendix A) and shall remit such dues on a monthly basis, together with an itemized statement, to the Illinois FOP Labor Council at the address provided by the Lodge, after deductions are made. Deductions shall be made thereafter as long as properly executed authorizations for check-off dues forms are in effect. Employees may terminate the dues check-off authorization at anytime by giving at least thirty (30) days written notice of such termination to the Sheriff and the Lodge. The Lodge does hereby indemnify to save the Employer harmless from any and all claims, demands, suits or liabilities whatsoever which may arise out of or by reason of any proper action taken by the Employer making the wage deductions hereinabove described.

The Employer shall not be liable to the Lodge by reason of the requirements of this Article for remittance or payment of any sum other than those constituting actual deductions made from the employee's wages earned.

§2. Fair Share Program Implementation:

The Employer agrees to implement a "Fair Share" Program, provided that in excess of seventy-five percent (75%) of eligible members have signed authorization cards for the deduction of Lodge dues. It is agreed by the parties that should the percentage of membership in the Lodge fall below that level, the "Fair Share" Program will be discontinued until such time as the level is again achieved.

§3. Payment of Fair Share Fees:

Providing the conditions of the §2 above are met, the following will apply. Officers covered by this Agreement who are not members of the Lodge or do not make application for membership within thirty (30) days after completion of the probation period, shall be required to pay, in lieu

of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration, and the pursuance of matters affecting wages, hours, and conditions of employment.

Should any employee be unable to pay their fair share fees based upon a bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share, shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Lodge. If the Lodge and the employee are unable to agree on the matter, such payment shall be made to a charitable organization from an approved list of charitable organizations to which such payment is to be made.

The proportionate fair share payment, as certified annually by the Lodge to be current (not to exceed the amount of Lodge dues) pursuant to the Illinois Public Labor Relations Act, shall be deducted by the employer on the same basis as Lodge dues deductions and be forwarded to the Illinois FOP Labor Council with the dues deductions.

The Lodge will indemnify and hold harmless the Employer from any and all liability or claims arising from a Lodge administrative error resulting from the deductions provided for in this Agreement. Any disputes or complaints concerning the deductions of fair share fees or the amount thereof shall be administered through the procedure established by the Illinois State Labor Relations Board.

ARTICLE 7 OFFICERS' BILL OF RIGHTS DISCIPLINE AND DISCHARGE

All disciplinary actions or measures and discharge procedures shall be governed by existing Sheriffs Department Rules and Regulations, and the rules, regulations and procedures of the Rock Island County merit Commission as they now exist or as they may be changed or duly amended, and the terms of this Agreement. No officer shall be disciplined in any manner without just cause.

§1. Conduct of Disciplinary Investigations:

Whenever an officer is under investigation or subjected to questioning by the Sheriffs Department, for any reason, which could lead to disciplinary action or dismissal, the investigation or questioning shall be conducted in accordance with the law enforcement officer's Disciplinary Procedure Act. If the employee requests a Lodge representative be present during questioning, it shall be a person who is not an investigator of, a witness to, or in any other way directly involved in the matter under investigation.

§2. Drug, Alcohol and Similar Testing:

No officer shall be required to submit to a blood test, a breathalyzer test or any other test to determine the percentage of alcohol in the blood for any reason, or any test to determine the use of or presence of drugs or other chemical substances, unless the Employer has just cause to believe that the officer is then under the influence of alcohol or controlled substances.

§3. Psychiatric or Psychological Evaluations:

No officer shall be required to submit to any psychiatric or psychological evaluation, testing or questioning unless the Employer has just cause to believe that the officer is then unfit to perform his duties.

§4. Possession or Use of Illegal Drugs:

Unlawful possession or use of illegal drugs either on or off duty shall result in discipline up to and including discharge.

ARTICLE 8 GRIEVANCE AND ARBITRATION PROCEDURE

A grievance is defined as a dispute between an employee or the Lodge and the Employer concerning the interpretation, application or alleged violation of this Agreement.

Any matters falling under the jurisdiction of the Merit Commission are not covered by this Article and shall not be processed as a grievance nor be subject to arbitration.

§1. Grievance Procedure:

Step 1. An employee with or without a Lodge representative may present a written grievance to the Sheriff or his designee within five (5) working days of the occurrence or when the Employer or Lodge knew or should have known of the event giving rise to the grievance. The Sheriff or his designee shall discuss the grievance within five days with the Lodge representative at a time mutually agreeable. If no settlement is reached, the Sheriff or his designee shall respond, in writing, to the Lodge within five (5) working days following the meeting.

Step 2. The Sheriff or his designee's decision will be considered final unless, within five (5) working days of the issuance of that decision, the grievance is appealed to the County Board's Labor Committee. If such grievance is appealed to Step 2, a meeting between the

Labor Committee and representatives of the Lodge shall be held at a time mutually agreeable, within ten (10) working days of receipt of the Lodge's appeal. If no settlement is reached, the Chairman of the Labor Committee shall give the Employer's written response to the Lodge, within five (5) working days following the meeting.

Step 3.

Should the Lodge desire to advance the grievance to Step 3 and refer the grievance to arbitration, it shall give written notice to the Sheriff within fifteen (15) working days from the date of the answer in Step 2. The parties shall attempt to agree on an arbitrator within ten (10) days. Absent agreement, the arbitration proceeding shall be conducted by an arbitrator selected by the parties from the Federal Mediation and Conciliation Service, alternately striking names from the panel. The order of striking shall be determined by a coin toss. The jurisdiction of the arbitrator shall be limited to the interpretation and application of the provisions of this Agreement and the obligations of the parties thereunder. The arbitrator shall have no power or authority to add to, ignore, modify or enlarge upon any provision(s) of this Agreement. No decision of the arbitrator shall pertain to matters not at issue in a given case. All decisions of the arbitrator shall be presented in writing and shall be final and binding upon the parties. The expenses for the arbitrator's services and the expenses which are common to both parties shall be borne equally by the Employer and the Lodge. Each party to an arbitration shall be responsible for compensating its' own witnesses and representatives.

§2. Time Limits:

For purposes of this article only, the term "working day" shall mean Monday through Friday, except legal holidays and other days when the Rock Island County Building is closed. It is agreed and understood that the time limits established in any step of the grievance procedure may be extended by mutual understanding of the parties.

§3. Lodge Grievance Representatives:

The Lodge shall provide written notice to the Employer of its Grievance Representatives who are authorized to process grievances pursuant to this Article.

§4. Employer Grievances:

The Employer shall have the right to file grievances under this Section 4. Any grievance filed by the Employer shall be reduced to writing and referred to the Lodge (Labor Council) within five (5) working days of the occurrence or when the Employer should have known of the event giving rise to the grievance. The Lodge shall respond in writing within five (5) working days of the grievance. If no settlement is reached, a meeting between the County Board's Labor Committee and representatives of the Lodge shall be held at a time mutually agreeable to discuss the grievance and attempt to resolve the dispute within ten (10) working days of receipt of the Lodge's response. If after the meeting no settlement is reached, the Employer may refer the grievance to arbitration. The Employer shall give written notice of such referral to the Illinois Fraternal Order of Police Labor Council, via certified mail, within fifteen (15) working days from the date of the meeting. Arbitration shall be conducted in accordance with the arbitration procedures at Step 3 of this Article 8.

ARTICLE 9 MAINTENANCE OF STANDARDS

All established work practices which are not set forth in this Agreement and which are currently in effect shall continue and remain in effect for the term of this Agreement. This shall not limit the management rights of the Sheriff as set forth in this Agreement or the rights and duties of each party as set forth in the Illinois Public Labor Relations Act in 5 ILCS 3 15/4 and 5 ILCS 31517.

ARTICLE 10 LAYOFF AND RECALL

The Employer may lay off employees due to a lack of funds or need. Prior to layoff of any permanent merit employees, all merit probationary employees functioning within the Sheriffs Department shall be laid off or terminated as the case may be.

In the event of a lay off of sworn merit personnel, the Employer agrees not to hire civilian personnel to perform those duties that formerly were performed by an employee.

In the event of lay off, sworn personnel will be laid off in inverse order of their seniority and their ability to perform the remaining work available without considerable training.

ARTICLE 11 INDEMNIFICATION

The Employer expressly agrees to indemnify and hold harmless officers from liability, damages, costs of suit and costs of representation and any such case shall be referred to the State's Attorney's Office for representation.

ARTICLE 12 BULLETIN BOARDS

The Employer shall provide the Lodge with reasonable space on two (2) bulletin boards, readily accessible by officers, within the Department's facility upon which the Lodge may post notices and other items pertaining to the Lodge. All items posted are the responsibility and property of the Lodge, and no items shall consist of any material that is crude, offensive, vulgar or discriminatory.

ARTICLE 13 GENERAL PROVISIONS

The parties agree to the following general provisions:

§1. Right to Access:

With prior notice and approval from the Employer, authorized representatives of the National or State Lodge shall be permitted to visit the Department during working hours to talk with the officers of the local Lodge and/or representatives of the Employer concerning matters covered by this Agreement.

§2. Right to Examine Records:

The Employer agrees to make available for review and photocopying by the Lodge of all time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records maintained concerning an employee pertaining to a specific grievance, at reasonable times with the affected employee's consent and in the presence of the record keeper.

§3. Repair or Replacement of Damaged Property:

The Employer agrees to repair or replace as necessary an officer's glasses, contact lenses, prescription sun glasses and dentures that are damaged or destroyed during the course of the employee's duties, except that damage that occurs as a result of the officer's negligence. A one hundred fifty dollar (\$150.00) cap is placed on any items of personal property, such as jewelry, watch, radio, etc. that may be damaged under the provisions of this Article. Officers may be required by the Employer to document the incident giving rise to the damage or destruction.

§4. Inoculations and Immunizations:

The Employer agrees to pay all expenses for inoculation or immunization for the employee and members of his immediate family residing at the same household when such is recommended by a physician as a result of the officer's exposure to contagious diseases during the performance of his duties. Whenever possible, the inhouse (Jail Doctor) will be utilized for this purpose.

§5. Promotions:

Promotions fall under the jurisdiction of the Merit Commission. The promotion of employees covered by this Agreement shall be in accordance with the rules of the Rock Island County Merit Commission relating to such promotions. Any dispute involving promotions shall not be subject to the grievance and arbitration provisions of this Agreement.

§6. Emergency Closures:

In the event of the closure of County facilities during inclement weather or an emergency situation, as determined by the Employer, all employees who are scheduled to work and required to stay home as the result of such closure shall receive compensation during such closure as if they had been at work. Employees required to work shall receive normal compensation at the appropriate rate of pay for all hours worked. Employees who are scheduled off for vacation, comp time, sick time, workers' compensation, etc. or not scheduled to work shall be compensated as in a non-emergency situation and receive no additional compensation because there was an emergency closure. An emergency closure in itself does not create a premium pay situation.

§7. Light Duty:

When an employee is temporarily unable to perform his regular duty assignment due to a duty or non duty illness or injury, the employee may request to be assigned to a light duty assignment performing law enforcement related duties for the Sheriffs department.

The Sheriff has the right to order employees who are unable to perform their regular duty assignments to perform a light duty assignment performing law enforcement related duties for the Sheriffs department.

The Sheriff shall require the employee to provide an initial physician's statement of any physical limitations the employee may have which should be taken into account in making assignments. The employer may require the employee to provide periodic physician's statements.

Employees on light duty assignments shall receive the same shift differential, if any, the employee was receiving when last performing his regular duty assignment regardless of the shift to which the employee is assigned on light duty.

There is no requirement to create light duty positions in order to accommodate a request or mandate for light duty.

Assignments and approval of requests for light duty are at the discretion of the Sheriff.

ARTICLE 14 LODGE REPRESENTATIVES

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

§1. Attendance at Lodge Meetings:

As soon as a Lodge meeting is scheduled, Lodge members who wish to attend the meeting shall request permission to attend and permission will be granted and the employee's work schedule will be changed to allow the employee to attend the meeting if it does not adversely affect the efficiency of the Department.

§2. Grievance Processing:

Reasonable time off with pay while on duty shall be granted to Lodge representatives for the purpose of aiding or assisting or otherwise representing officers in the handling and processing of grievances. Lodge representatives shall not be released more than two (2) hours per week unless an extension is granted by the Sheriff or his designee. Face to face meetings with the Employer shall not count toward the two (2) hours.

§3. Conventions and Conferences:

Any employee(s) chosen as delegate(s) to an F.O.P. State or National Conference, will upon written application approved by the Lodge and submitted to the Employer with at least fourteen (14) days notice, be given a leave of absence with out pay for the period of time required to attend such convention or conference. This period of time shall in no event exceed three working days. Employees shall receive no pay during such leave, unless they utilize their accumulated vacation, compensatory time or personal leave. A maximum of two employees shall be so released at any one time, and the releasing shall be subject to the Department's reasonable manpower requirements.

§4. Lodge Negotiating Team:

Bargaining unit employees designated as being on the Lodge negotiating team shall be released from duty with pay for negotiations

according to the current practice, provided no more than one on-duty deputy will be released from duty if there is a manpower shortage.

ARTICLE 15 SAFETY ISSUES

Recognizing that the police service is a highly dangerous profession that frequently exposes employees to risks and dangers beyond those encountered by employees in other professions and occupations, each party pledges its' best efforts to make safe working conditions for the Officers covered by the terms of this Agreement. Acknowledging that it is not possible to eliminate all of the risks inherent in the police service, the parties agree as follows:

- (a) that the Lodge and the officers covered by the terms of this Agreement will follow all reasonable safety rules and regulations established by the Employer, reporting to proper supervisory personnel any condition that appears to be unsafe.
- (b) that the Employer will take all reasonable steps for the safety and protection of the Officers during their work hours and the performance of their duty.
- (c) that the Employer will not require the Officers to use any equipment that has been designated by the Lodge and the Employer to be defective, until such time as that defect has been cured.
- (d) that when an assigned departmental vehicle or piece of equipment is found to have a disabling defect or is in violation of law, officers will notify their supervisors, complete required reports and follow the supervisor's direction relative to requesting repairs, replacement or the continued operation of said vehicle or equipment.
- (e) No officer shall be permitted to violate a direct order of a superior officer concerning using such equipment or property that the officer deems unsafe or disabled. In the event an officer is ordered by a superior officer to use a piece of equipment or a vehicle which the officer deems to be unsafe, he shall request the opportunity to confer with that supervisor concerning the matter. In the event that the Officer and the superior officer are not able to reach a satisfactory accord concerning the continued use of the equipment, the Employer agrees that the Officer may refer the safety issue to the next higher superior officer in the chain of command for resolution.

- (f) that the Employer shall provide each officer covered by this Agreement with a ballistic safety vest. The vest shall comply with the standards established by the National Institute of Justice (NIJ) with regard to such vests. The Employer further agrees to replace the vests every five (5) years after being placed into service or sooner, if called for by standards set by the NIJ for replacement of such vests. The Sheriffs right to require officers to wear safety vests as he deems necessary is not effected by this section.

ARTICLE 16 SENIORITY

§1. Definition of Seniority:

As used in this article and throughout the terms of this Agreement, the term “seniority” shall refer to and be defined as “departmental seniority” or the continuous length of service or employment of an Officer covered by the terms of this Agreement from his date of hire as a merited deputy. Where the parties intend a different meaning, such as for example, the length of time served in a particular position or rank, such difference is expressly stated.

§2. Vacation Scheduling:

Officers shall select the periods of their annual vacation on the basis of seniority according to the current practice of the parties.

§3. Promotion:

The Employer agrees that seniority shall be a consideration in the promotion of officers covered by the terms of this Agreement.

§4. Seniority List:

The Employer shall prepare and maintain a seniority list of all officers covered by this Agreement and provide the Lodge with an up-to-date copy, as well as any revised lists that may be prepared from time to time. Such lists shall finally resolve all questions of seniority rights affecting officers covered under the terms of this Agreement or employed at the time the Agreement becomes effective. Disputes concerning the seniority listing shall be resolved through the grievance procedure.

§5. Personal Day Selection:

Any dispute among officers as to which officer may have a certain day off as a personal day where simultaneous requests have been made (i.e. on same day for same day) shall be resolved by seniority. Otherwise, personal day selection shall be on a first-come, first-served basis, based upon the Department’s reasonable manpower requirements.

§6. Interruption of Seniority Accumulation:

Seniority accumulation may only be interrupted by placing an officer in layoff status or by the terms of a leave of absence as set forth in this Agreement concerning such leaves.

§7. Termination of Seniority:

An officer shall be terminated and his seniority considered terminated when he:

- (a) quits;
- (b) is discharged for just cause;
- (c) absent without proper notice to the Employer for a period of three (3) consecutive work days, without a bona tide reason;
- (d) fails to return from an approved leave of absence according to the terms thereof without properly notifying the Employer without a bona tide reason;
- (e) accepts gainful employment contrary to the terms of a leave of absence for disability, doing work that indicates that the officer could be performing his police duties for the Rock Island County Sheriffs Department.

ARTICLE 17 LEAVES OF ABSENCE

Officers covered by the terms of this Agreement shall be entitled leaves of absence in accordance with this Article.

§1. Bereavement Leave:

When death occurs in the immediate family of an employee, with seniority, such an employee, upon request, will be excused for any three (3) normal scheduled days of work immediately following the date of death provided employee attends the funeral. An employee's immediate family shall include only the following: spouse, children, parents, brother, sister, grandparents, grandchildren, immediate in-laws, step-parents, stepchildren and legal guardian. After making written application thereof, which will show date of death, relationship to deceased, and the fact employee attended funeral, the employee shall receive pay on basis of straight time established rate for any scheduled days of work for which employee is excused. This section does not apply to employees who work for another employer during the time they would otherwise receive benefits under this section.

§2. Military Leave of Absence:

Any officer covered by the terms of this Agreement shall be granted military leave of absence according to the applicable law.

§3. General Leave of Absence:

Officers covered by the terms of this Agreement shall be granted by the Employer general leaves of absence according to the current Merit Commission rules.

§4. Maternity Leave:

A leave of absence shall be granted for maternity leave upon request. Such request must be presented in writing, setting forth the date the leave is to begin, as soon as that date can be determined by the officer and the officer's physician. Return to work shall be as soon as reasonable after delivery, as permitted by a signed release to work from the Officer's physician. Such leaves of absence shall be treated and handled in the same manner as non-occupational disability, and there shall be no interruption of seniority rights or other benefits or privileges hereunder.

§5. Injury Leave:

An officer who sustains injuries or illness arising out of or in the course of his employment shall be afforded injury leave and benefits according to applicable law.

ARTICLE 18 WAGE RATES

The wages rates for the officers covered by the terms of this agreement are as set forth in the schedule attached hereto and made a part hereof as Appendix E and Appendix H.

ARTICLE 19 WORKING OUT OF CLASSIFICATION

Any officer who is assigned to work in or perform the duties of a position, classification or rank having a higher rate of pay than that of the officer, shall be paid at the higher rate of pay for all time spent in that position or performing such duties.

ARTICLE 20 CLOTHING ISSUE AND CLOTHING ALLOWANCE

Clothing and equipment shall be issued according to current practice. Clothing allowance shall be paid to all officers in the amount of Five Hundred Seventy-Five Dollars (\$575.00) annually effective the fiscal year beginning December 1, 2005. This allowance is to be paid on the Friday after the third Tuesday in December.

ARTICLE 21 TRAINING OPPORTUNITIES

Recognizing the mutual benefit to the Employer and the officers of training and educational seminars whenever possible based on available manpower the Employer agrees to make such training opportunities and educational seminars available to all officers covered by the terms of this Agreement on a fair and impartial basis, endeavoring to achieve an equal distribution of the opportunities for further training and education. The Lodge pledges to encourage its membership to seek further training and education that will make the officers better able to provide their police service to the Employer and the citizens they protect.

If the training or educational program is outside Rock Island County and the adjoining counties, the officer will receive travel, hotel and meal expenses according to the current rate:

- (a) Actual travel expenses will be reimbursed according to the Rock Island County Procedure Manual.

However, if an officer is required to stay overnight as a requirement of the training or educational program in an adjoining county, then the officer shall be eligible to receive hotel and meal expenses according to the current county rate.

ARTICLE 22 VACATIONS

The County Board's policy on annual vacation, applicable to all county employees in all departments and offices is as follows:

- A. Two (2) weeks of vacation annually after one (1) year of continuous service.
- B. Three (3) weeks of vacation annually after six (6) years of continuous service.
- C. Four (4) weeks of vacation annually after ten (10) years of continuous service.
- D. If an employee advances to a higher vacation bracket within the year, they will be entitled to the additional vacation in that year. Earned vacation must be taken. Accrued but untaken vacation will not be paid in cash, except in cases of deceased employees, earned vacation shall be paid the estate of the employee. Vacations are not cumulative and are forfeited if not used before December First (1st). However, employees shall be eligible for another annual vacation

following December First (1st) of each year providing they perform work during that year. Five (5) days of earned vacation may be taken one (1) day at a time. The remainder of vacation will be taken during single weeks to the extent possible. Vacations shall be granted at the time requested by the eligible employee providing the type of work performed by the employee will permit approving request. If the nature or type of work involved makes it necessary to limit the number of employees on vacation at the same time, the employee(s) with the greatest departmental seniority shall be given his choice of vacation in the event of any conflict over vacation periods. An employee entitled to vacation, who is terminated for any reason prior to taking his vacation will be paid vacation money for the vacation period to which he is entitled if he has performed work in that year. However, an employee who is terminated before their actual anniversary eligibility date shall not be entitled to vacation money. If an employee is terminated due to layoffs he will receive his vacation money that he is entitled to at the beginning of such layoff or at such time that the vacation was scheduled which shall be agreed to by the employee and his supervisor.

The parties agree to continue the current practice of counting time served in the employ of the Employer as other than a merited deputy for purposes of determining length of service and vacation accrual. However, for purposes of selecting dates of vacations and all other matters where seniority may be applicable in this Agreement, only length of service and seniority as a merited deputy shall apply unless otherwise specifically stated.

- E. Vacation requests may be submitted on April 1st to qualify for seniority choice of vacation dates for the period that includes the time from April to October shift change.

Vacation requests may be submitted on October 1st to qualify for seniority choice of vacation dates for the period that includes the time from October to April shift change.

No requests for vacation will be approved prior to these dates. Any requests submitted after these dates will be on a "first-come" basis for each shift/division. All requests must be submitted in writing to his/her shift commander or division chief for approval. Vacations can only be approved for earned vacation.

ARTICLE 23 PERSONAL LEAVE

Employees shall receive two (2) personal leave days according to the current practice. If an officer does not use this leave, it shall be added to his vacation for the following year.

ARTICLE 24 INSURANCE

All eligible employees are encouraged to participate in the County group hospitalization insurance program offered at the group rate through the County.

The Lodge shall be represented on the County Insurance Study Committee by a representative designated by the Lodge President.

The Employer shall have the right to bargain with the Lodge on any proposed changes in the premium or benefit levels of medical or health insurance to be effective on Dec. 1, of each year of this agreement provided that the Employer makes a request in writing thirty (30) days prior to the end of the fiscal year.

Impasses in such bargaining shall be resolved by the procedures set forth in 5 ILCS 315/14 of the Illinois Public Labor Relations Act.

ARTICLE 25 HOLIDAYS

The following days shall be recognized and observed as paid holidays:

New Years Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday (1/2 Day)
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve
Christmas Day
The day on which members of the House of Representatives are elected

- A. Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. However, an employee who works a recognized holiday will be offered compensatory time off, such time off from work will be agreed to by the employee and his supervisor. An employee who works on any of the following holidays, shall have the choice of an additional one (1) day's pay, or banking the holiday and will be compensated at the rate of time and one-half (1 1/2) his regular rate of pay for all hours worked on such holiday: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- (1) If a holiday falls on a Saturday, the preceding Friday will be observed. If a holiday falls on a Sunday, the following Monday will be observed.
 - (2) If one or more holidays falls within a scheduled vacation, the employee shall be allowed additional days off which shall be agreed to by the employee and his supervisor.
- B. Employees shall not receive pay for the holidays listed above under the following conditions:
- (1) If they are unscheduled part-time and/or temporary employees and/or probationary employees.
 - (2) Employees laid off for lack of work or suspended or terminated for cause.
 - (3) Holidays occurring during an employee's leave of absence.
 - (4) If there is a conflict concerning traditional holidays, the County Board will make the determination as to when the holiday will be observed.

ARTICLE 26 HOURS OF WORK AND OVERTIME

Bargaining unit employees may be assigned to any division within the Department to which officers are normally assigned.

§1. Work Day and Work Week:

All time worked in excess of the normal work day (8 hours) and the normal workweek (40 hours), Sunday through Saturday, shall be compensated at the overtime rate of one and one-half the officer's regular rate of pay. The overtime pay shall be computed on the basis of the employee's starting time and stopping time to the nearest tenth of an hour.

In the event an emergency is declared by the Sheriff, as many employees shall be continued on duty with overtime payment for such number of hours as may be necessary.

Employees may choose to take compensatory time at the rate of one and one-half (1 1/2) the hours of overtime worked instead of overtime pay. The maximum accruable compensatory time shall be 250 hours, which may be taken by the employee subject to the manpower needs of the Department. Employees with more than 250 hours of compensatory time accrued upon signing of this agreement shall retain their accrued hours but shall not accrue additional compensatory hours until their accumulation is less than 250 hours.

§2. Assignments:

Officers working in the Patrol Division (including Sergeants and Lieutenants) shall be assigned to work shifts based upon a shift selection procedure, which shall be conducted twice per year. Each April and October of each successive year such officers may select among the work shifts based upon their seniority according to the current practice of the parties. The work schedules of Lieutenants, Sergeants and Deputies in the Patrol Division shall be according to the current practice of the parties which is as follows:

- (a) The Employee with the most seniority in rank is given his shift preference.
- (b) If two or more employees have the same seniority in rank, the employee with the most departmental seniority is given his preference.
- (c) If two or more employees have the same seniority in rank and the same departmental seniority, a coin toss shall be used to determine which employee is given his shift preference.
- (d) If the Sheriff determines that there is a staffing problem of inexperienced deputies on a particular shift, in that there are more than three deputies with less than two full years of experience after shift bidding, the Sheriff may equalize the placement of those deputies on a seniority basis.

The Lieutenants, Sergeants and Deputies in the Warrant Division shall be assigned according to the current practice. All other Lieutenants, Sergeants, and Deputies assigned to Legal Division, Investigation, Identification, Administration, Jail, etc., shall work according to the current practice.

§3. Call-Back:

A call-back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled work hours. Employees reporting back to the Employer's premises or at the Employer's direction shall be compensated for two (2) hours at the appropriate overtime rate or be compensated for actual time worked, whichever is greater, at the overtime rate.

§4. Court Time:

Officers covered by the terms of this Agreement required to attend court outside their regularly scheduled work hours shall be compensated at the overtime rate, with a minimum of two (2) hours.

Employees will not have their work schedules changed to avoid paying overtime.

ARTICLE 27 SICK LEAVE

- A. Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay. An employee with accrued sick leave may use up to five (5) days of sick leave per contract year to care for the employee's immediate family. Pregnancy shall be treated as any other illness or non-occupational disability when it renders an employee unable to perform her assigned duties. Employees shall be granted a leave of absence upon request for a period not to exceed six (6) months for the care of a newborn child. Sick leave may also be used for appointments with a doctor, dentist, or other professional medical practitioner, provided the employee only takes time off as necessary for the appointment and works the rest of his scheduled hours during his shift. Sick leave cannot be taken during the first three months of employment, and except as set out below must be for personal illness only. The department head shall be notified at the beginning of the shift on the first work day of illness and each day of absence thereafter at the beginning of the shift unless the illness or injury is for a specified period of time which upon request of the department head is substantiated by a doctor's affidavit. A medical doctors affidavit confirming the absence from work due to illness shall be provided after the third consecutive workday of absence and failure to provide the medical doctor's affidavit shall result in the period of absence being unexcused and the employee shall be ineligible for the use of sick leave for the period of absence.

- B. Employees who suffer any injury in the line of duty which causes them to be unable to perform their duties shall receive the benefits to which they are entitled under the law.
- C. Sick leave accumulates at the rate of one (1) day per month. Sick leave may not be added to vacation time, nor will cash or bonus time off be given in lieu of sick leave. The employee may go on Illinois Municipal Retirement Fund after thirty (30) days after any one (1) illness.
- D. Any employee abusing the sick leave privilege and deliberately deceiving the County in this matter shall be subject to immediate appropriate disciplinary action.

ARTICLE 28 RULES AND REGULATIONS

The Employer shall have the authority to issue reasonable rules and regulations governing the conduct of Officers, provided the same shall not be inconsistent with the terms of this Agreement. The Employer and the Officers shall adhere to and comply with the same so long as they remain in effect.

The Employer agrees to issue all rules and regulations in writing, providing all Officers with a complete and up-to-date copy. Seven (7) days prior to the effective date of any new rule or regulation to be issued, or seven (7) days prior to the elimination or changing of an existing rule or regulation, the Employer agrees to provide the Lodge with a copy of the same, unless emergency conditions require otherwise. Should such an emergency occur, the Lodge shall be forthwith notified of the issuance, elimination or change of the rule or regulation and the specific nature of the emergency that prevented prior notice as per this Article.

Officers shall also be provided with a complete and up-to-date set of the rules and regulations of the Rock Island County Merit Commission (Board).

ARTICLE 29 SAVINGS CLAUSE

Each party warrants and covenants to the other to take all steps necessary to insure that the terms hereof are binding on themselves. Should any article or section or provision of this Agreement be declared to be invalid for any reason by a competent authority, such declaration of invalidity shall not affect the other articles, sections or provisions of this Agreement, which shall remain in full force and effect.

ARTICLE 30 DURATION

§1. Term of Agreement:

This Agreement and its provisions shall be effective on date of signing by both parties (except wages shall be retroactive to the first day of December, 2002), and continue in full force and effect until the 30th day of November, 2005. It shall continue in effect from year to year thereafter unless Notice of Desire to Bargain is sent in accordance with this Article. Notices referred to herein shall be considered to have been given as of the date of receipt by the other party. Notices shall be delivered either personally or by certified mail, return receipt requested.

The Employer and the Union may reopen the Agreement for the sole purpose of negotiating wage rates only to become effective at the first day of the second year and first day of the third year of the Agreement if either the Employer or the Union deliver to the other not earlier than one hundred and twenty (120) days nor later than sixty (60) days prior to November 30, 2003 a written notice of intent to reopen. In the event that such notice is delivered, negotiations between the parties shall commence within fifteen (15) days of the receipt of notice unless otherwise mutually agreed. Neither the Employer nor the Union may require the other to negotiate concerning any term or condition of employment other than wages only.

§2. Notice of Desire to Bargain:

Should either party desire to enter into bargaining and negotiations concerning the terms of this Agreement, either may deliver to the other a Notice to that effect, not earlier than one hundred and twenty (120) days nor later than 60 days prior to the expiration date set forth in §1 above. In the event that such Notice is delivered, negotiations between the parties shall commence within fifteen (15) days of the receipt of notice, unless otherwise mutually agreed.

§3. Continuing Effect:

Notwithstanding any provision of this agreement, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse proceedings for a new or amended agreement, or any part thereof, are under way between the parties.

§4. Duty to Bargain and Impasse Procedures

In the event of impasse in any bargaining between the parties, the parties agree to use the impasse procedures set forth in 5 ILCS 315/14 of the Act to resolve their difference.

In Witness Whereof the parties have affixed their signatures hereto
this the _____ day of _____, 2005.

For the Employer:

For the Lodge:

Chairman of County Board

President of Lodge

Chairman Finance Committee

Secretary of Lodge

Sheriff

Lodge #61 Labor Council Chairman

Chairman Negotiating Committee

Field Supervisor
Illinois F.O.P. Labor Council

Negotiating Committee

Negotiating Committee

APPENDIX "A" GRIEVANCE FORM

**APPENDIX “B” JOINT FMCS REQUEST FOR GRIEVANCE
ARBITRATION PANEL**

Federal Mediation and Conciliation Service
United States Government
Washington D.C. 20427

Re: Request for panel of arbitrators

Gentlemen:

Please accept this letter as a joint request for a panel of arbitrators to be sent to Rock Island County and the Rock Island County Sheriffs Department(as Employer) and the Rock Island County Sheriffs Lodge No. 61, Fraternal Order of Police, Illinois Fraternal Order of Police Labor Council (as Employee Organization) so that the parties might select an arbitrator to hear a pending grievance.

Please forward copies of the list of panel members to the undersigned at their respective addresses. Our agreement calls for using FMCS rules concerning arbitrator selection. We have enclosed a copy of the current collective bargaining agreement between the parties for your use and to be forwarded to the arbitrator selected.

Thank you for your cooperation and assistance in this matter.

For the Employer:

For the Employee Organization:

APPENDIX "C" DUES DEDUCTION AUTHORIZATION FORM

ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

I, _____ hereby authorize my employer, County of Rock Island/Rock Island County Sheriff 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

APPENDIX “D” MISCELLANEOUS PROVISIONS OF AGREEMENT

In addition to the foregoing terms of Agreement, the parties further agree to the following:

- (a) Bargaining unit members may trade work days or days off with each other, provided that reasonable advance notice is given and the request is authorized by the Shift Commander.
- (b) Bargaining unit members may work part-time or off-duty jobs according to the current practice of the parties.

APPENDIX E WAGES RATES FOR BARGAINING UNIT

	CURRENT	3.50%	3.50%	4.00%
	12/1/2004	12/1/2005	12/1/2006	12/1/2007
	Patrol	Patrol	Patrol	Patrol
Start	\$35,337.06	\$36,573.86	38,036.81	\$39,558.28
after 1 yr	\$38,313.49	\$39,654.46	41,240.64	\$42,890.27
after 2 yr	\$39,873.49	\$41,269.06	42,919.82	\$44,636.62
after 3 yr	\$41,053.01	\$42,489.87	44,189.46	\$45,957.04
after 4 yr	\$42,301.01	\$43,781.55	45,532.81	\$47,354.12
after 5 yr	\$43,549.01	\$45,073.23	46,876.15	\$48,751.20
after 8 yr	\$44,797.01	\$46,364.91	48,219.50	\$50,148.28
after 10 yr	\$46,045.01	\$47,656.59	49,562.85	\$51,545.36
after 12 yr	\$47,293.01	\$48,948.27	50,906.20	\$52,942.44
after 14 yr	\$48,541.01	\$50,239.95	52,249.54	\$54,339.52
after 16 yr	\$49,789.01	\$51,531.63	53,592.89	\$55,736.61
after 18 yr	\$51,037.01	\$52,823.31	54,936.24	\$57,133.69
after 20 yr	\$52,285.01	\$54,114.99	56,279.58	\$58,530.77
	Investigator	Investigator	Investigator	Investigator
Start	\$36,637.06	\$37,919.36	39,246.53	\$40,816.40
after 1 yr	\$39,613.49	\$40,999.96	42,434.96	\$44,132.36
after 2 yr	\$41,173.49	\$42,614.56	44,106.07	\$45,870.31
after 3 yr	\$42,353.01	\$43,835.37	45,369.60	\$47,184.39
after 4 yr	\$43,601.01	\$45,127.05	46,706.49	\$48,574.75
after 5 yr	\$44,849.01	\$46,418.73	48,043.38	\$49,965.12
after 8 yr	\$46,097.01	\$47,710.41	49,380.27	\$51,355.48
after 10 yr	\$47,345.01	\$49,002.09	50,717.16	\$52,745.84
after 12 yr	\$48,593.01	\$50,293.77	52,054.05	\$54,136.21
after 14 yr	\$49,481.01	\$51,212.85	53,005.29	\$55,125.51
after 16 yr	\$51,089.01	\$52,877.13	54,727.82	\$56,916.94
after 18 yr	\$52,337.01	\$54,168.81	56,064.71	\$58,307.30
after 20 yr	\$53,585.01	\$55,460.49	57,401.60	\$59,697.67

APPENDIX E WAGES RATES FOR BARGAINING UNIT

CURRENT 12/1/2004	Patrol + 10% 12/1/2005	Patrol + 10% 12/1/2006	Patrol + 10% 12/1/2007
Sergeant	Sergeant	Sergeant	Sergeant
\$39,497.06	\$40,231.24	\$41,840.49	\$43,514.11
\$42,473.49	\$43,619.91	\$45,364.70	\$47,179.29
\$44,033.49	\$45,395.97	\$47,211.81	\$49,100.28
\$45,213.01	\$46,738.85	\$48,608.41	\$50,552.74
\$46,461.01	\$48,159.70	\$50,086.09	\$52,089.53
\$47,709.01	\$49,580.55	\$51,563.77	\$53,626.32
\$48,957.01	\$51,001.40	\$53,041.45	\$55,163.11
\$50,205.01	\$52,422.24	\$54,519.13	\$56,699.90
\$51,453.04	\$53,843.09	\$55,996.82	\$58,236.69
\$52,701.01	\$55,263.94	\$57,474.50	\$59,773.48
\$53,949.01	\$56,684.79	\$58,952.18	\$61,310.27
\$55,197.01	\$58,105.64	\$60,429.86	\$62,847.06
\$56,445.01	\$59,526.48	\$61,907.54	\$64,383.84
	Sgt. + 5%	Sgt. + 5%	Sgt. + 5%
Lieutenant	Lieutenant	Lieutenant	Lieutenant
\$42,617.06	\$42,242.80	\$43,932.52	\$45,689.82
\$45,593.49	\$45,800.90	\$47,632.94	\$49,538.26
\$47,153.49	\$47,665.77	\$49,572.40	\$51,555.29
\$48,333.01	\$49,075.79	\$51,038.83	\$53,080.38
\$49,581.01	\$50,567.68	\$52,590.39	\$54,694.01
\$50,829.01	\$52,059.58	\$54,141.96	\$56,307.64
\$52,077.01	\$53,551.47	\$55,693.52	\$57,921.27
\$53,325.01	\$55,043.36	\$57,245.09	\$59,534.89
\$54,573.01	\$56,535.25	\$58,796.66	\$61,148.52
\$55,821.01	\$58,027.14	\$60,348.22	\$62,762.15
\$57,069.01	\$59,519.03	\$61,899.79	\$64,375.78
\$58,317.01	\$61,010.92	\$63,451.35	\$65,989.41
\$59,565.01	\$62,502.81	\$65,002.92	\$67,603.04

Shift Differential

Shift differential for second and third shifts shall be \$0.50 per hour. (\$1,040.00 Annually)

**APPENDIX F BASIC ISSUE OF CLOTHING UNIFORMS AND
EQUIPMENT**

The basic issue of clothing, uniforms and equipment for the employees covered by the terms of this Agreement is as follows:

two summer shirts with patches two winter shirts with patches two pair of pants

one summer hat one winter hat one tie

one complete set of leather gear (i.e. belt, holster, handcuff case, baton ring, ammunition pouch and four belt keepers)

one winter coat with patches one raincoat with raincover for hat

one short baton

one complete set of badges (Department owned) one name tag

one duty weapon (Department owned) one pair handcuffs (Department owned) new soft body armor

and such other items as the Department issues according to the current practices.

APPENDIX G DUTIES OF BARGAINING UNIT MEMBERS

Bargaining unit members are peace officers as defined by the Act and other laws of the State of Illinois. They shall be responsible for police work in protecting life and property through the enforcement of laws and ordinances. The duties they may be assigned shall include any duties or assignments directly related to the enforcement of laws or ordinances, the prevention and detection of crime and delinquency, the investigation of crimes, apprehension and detention (jail, civil process and court services) of violators, and the preservation of order, and other law enforcement duties as the Sheriff may assign.

APPENDIX H INVESTIGATOR/COMMAND PAY/FTO PAY

Section 1 - Investigator:

Deputies assigned to investigations shall be paid annually One Thousand Two Hundred Fifty Dollars (\$1,250.00) over the annual salary of a Deputy at each of the pay steps set forth in Appendix E as stated in the attached Appendix H.

Section 2 - Sergeant:

Deputies holding the rank of Sergeant shall be placed in the sergeant's wage matrix at the same level corresponding with their years on the department (i.e. the after 8 year patrol deputy will move to the after 8 year Sergeant step).

Section 3 - Lieutenant:

Deputies holding the rank of Lieutenant shall be placed in the Lieutenant's wage matrix at the same level corresponding with their years on the department (i.e. the after 8 year patrol sergeant will move to the after 8 year Lieutenant step).

Section 4 - Field Training Officer Compensation

Any deputy assigned as a Field Training Officer shall receive two (2) hours of compensatory time for each day they are assigned a trainee. The Employer may appoint up to two (2) FTC's per shift.

**SIDE LETTER OF AGREEMENT RE: SMOKE FREE FACILITIES
POLICY**

The Parties agree to comply with the “smoke free facilities policy” as adopted on August 18, 1992 by the Rock Island County Board. The County further agrees that for employees employed on August 26, 1994, it will pay not more than once for each employee who takes such class the cost of tuition for a smoking cessation class to be selected by the County.

Illinois Fraternal Order of Police
Labor Council

By: _____ _____
 Ted J. Street Date

Rock Island County and the
Rock Island County Sheriffs Department

By: _____ _____
 Michael R. Miller Date

SIDE LETTER OF AGREEMENT
RE: EMPLOYER MOTION/APPLICATION TO PARTIALLY VACATE
ARBITRATION AWARD

WHEREAS, the County of Rock Island and Rock Island County Sheriffs Department (“EMPLOYER”)and the Illinois Fraternal Order of Police Lodge No. 61/Illinois Fraternal Order of Police Labor Council (“UNION”)parties to successor Labor Agreement; and

WHEREAS, Arbitrator, Allen J. Fisher, by his award dated August 21, 1995, adopted the Union’s final offer without modification concerning discipline; and

WHEREAS, the employer filed a motion/Application to Partially Vacate Arbitration Award in the Rock Island County Circuit Court in Case No. 95 MR 220; and

WHEREAS, the parties wish to enter into Labor Agreements subsequent to the employer filing the Motion/Application to Partially Vacate Arbitration Award and while litigation is pending concerning the Motion/Application to Partially Vacate Arbitration Award.

NOW, THEREFORE, it is agreed as follows:

1. That entering into Labor Agreements subsequent to the filing of the Motion/Application to Partially Vacate Arbitration Award is without prejudice to the rights of either party with regard to the litigation concerning the Motion/Application to Partially Vacate Arbitration Award in Case No. 95 MR 220 or any subsequent appeal of the Order in 95 MR 220.

2. That upon the entry of a Final Order in Case No. 95 MR 220 or an Order being entered pursuant to any appeal of that Order and the period of time for an appeal of such Order having lapsed without an appeal having been filed, the Order shall be implemented by the parties.

For the Employer:

For the Union:

Michael R. Miller
Attorney for Employer

Ted J. Street
Field Supervisor

Dated: _____

Dated: _____

SIDE LETTER OF AGREEMENT
RE: HEALTH INSURANCE PREMIUMS/HEALTH CARE PLANNING
COMMITTEE

This Side Letter shall reflect the settlement and agreement reached by the parties during the recent negotiations regarding the above subjects.

The parties agree as follows:

1. Insurance Premiums: The parties agree to increase the insurance premiums for employees, for fiscal year 1997/1998 by 14.90% for those employees covered under the John Deere Family Health Clinic Plan and by 17.71% for those employees covered under the Heritage HMO Plan. Such increases will be at the premium sharing levels as were the previous premium contributions. [Single: Employer Contribution 86%/Employee Contribution 14%. Family: Employer Contribution 78%/Employee Contribution 22%.] Premiums to be effective upon date of Agreement.

2. Health Care Planning Committee: The FOP Labor Council agrees to work together with the County and all other bargaining units within the County, which receive the benefits of the current County Health Plan, during the term of this Agreement to begin the good faith negotiation process in order to form an Agreement which will establish a "Health Care Planning Committee". This committee once formed will be charged with the administration of the Rock Island County Health Plan and would be empowered by both the bargaining units and the Rock Island County Board to make collective decisions regarding benefits, coverage levels and premiums.

For the Employer:

For the Labor Council:

Date:_____

Date:_____

SIDE LETTER OF AGREEMENT
RE: IMPACT OF COURT DECISION REGARDING ARTICLE 7
OFFICERS' BILL OF RIGHTS/DISCIPLINE AND DISCHARGE

This Side Letter shall reflect the parties' understanding and agreement of December 12, 1996, with regard to the above matter.

Whereas, a portion of Arbitrator Alan J. Fisher's interest arbitration award (Case No. S-MA-94-6) has been appealed through the circuit court by the Employer, in particular the Arbitrator's award regarding the Union proposal for changes to Article 7 Officers' Bill of Rights/Discipline and Discharge.

The parties have agreed that both parties reserve the right to bargain the impact of the Judge's decision in the incident case pursuant to the provisions of the Illinois Public Relations Act. And further, that any such bargaining shall not prohibit either party from exercising any other rights of appeal that are provided by statute.

For the Employer:

For the Labor Council:

Date:_____

Date:_____

