COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CIRCUIT CLERK OF OGLE COUNTY

AND

TEAMSTERS LOCAL UNION NO. 722

ON BEHALF OF THE EMPLOYEES OF THE

OGLE COUNTY CIRCUIT CLERK'S OFFICE

EFFECTIVE: DECEMBER 1, 2019 – NOVEMBER 30, 2023
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Agreement

This Agreement made and entered into this ________ day of ________, 2019, by and between the Circuit Clerk of Ogle County (hereinafter referred to as "Employer") and Teamsters Local Union No.722 (hereinafter referred to as "Union") and their successors and assigns on behalf of employees in the collective bargaining unit set for in Article 2 hereof.
ARTICLE 1

PURPOSE

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

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

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

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

WHEREAS, the parties recognize that the users of the Court’s demand and have a constitutional right to the prompt and efficient adjudication of complaints and disputes, and insist upon the fullest protection of common law, statutory, civil, and constitutional rights;
NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties do mutually covenant and agree as follows:
ARTICLE 2

RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining, pursuant to the "Illinois Public Employees Labor Relations Act", as amended, Ill. Rev. Stat. 1987, ch. 48. Par. 1601 et seq. (Hereafter referred to as the "Labor Act") over wages, hours, and other terms and conditions of employment for the following Circuit Clerk Employee classifications:

All full-time and regular part-time clerical employees of the Circuit Clerk employed by the Employer at the Ogle County facility.

Excluded: All managerial employees, supervisors, confidential employees, guards and all other employees as defined in the Act.

The Employer shall not negotiate nor make collective bargaining agreements during the life of this Agreement with any individual employee(s) in the bargaining unit.
ARTICLE 3

MANAGEMENT RIGHTS

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

A. To plan, direct, control, manage, determine, and set standards for all functions, operations, and services of the Circuit Clerk's office;

B. To establish the qualifications for employment and to employ employees;

C. To determine and establish reasonable rules or conduct and work rules;

D. To determine and establish work schedules and assignments;

E. To hire, promote, transfer, demote, evaluate, reassign, supervise, direct, schedule and assign employees to positions, and to create, modify and eliminate positions within the Circuit Clerk's office subject to the grievance procedure;

F. To take disciplinary actions against nonprobationary employees for just cause;

G. To establish work and productivity standards and to amend such standards;
H. With fourteen (14) days notice, to lay off employees because of lack of work or funds or other legitimate reasons, or to change or eliminate methods, equipment, and facilities for the improvement of operations;

I. To determine the size and composition of the work force;

J. To determine the methods, means, organization, and number of personnel by which such operations and services shall be provided;

K. To take whatever action is necessary to comply with State and Federal Law;

L. To maintain the efficiency of the Circuit Clerk’s office operations and services;

M. To take whatever action is necessary to carry out the functions of the Circuit Clerk’s office in emergency situations;

N. To set its overall budget; and

O. To allow for educational or training projects administered in conjunction with an educational facility or to contract out short term projects (90 days or less) necessary in the interests of economy, improved work product or emergency.

The parties agree that this Agreement has been entered into with the intent that its provisions should be interpreted so as to fully respect the constitutional authority and duties of the Circuit Clerk’s office.
ARTICLE 4

NEW CLASSIFICATIONS

Section 4.1 - New Classifications

Where the Employer finds it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employer and Union agree to jointly petition the State Labor Board to seek the necessary unit clarification.

If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the 3rd step of the grievance procedure.

The Circuit Clerk’s office shall determine the reasonableness of the proposed salary grade in relationship to:

(a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of the position classifications in the Employer’s work force;

(b) Like positions with similar job content and responsibilities within the labor market generally;

(c) Significant differences in working conditions to comparable position classifications;

(d) Such other factors considered relevant by the Circuit Clerk, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages.
The pay grade originally assigned by the Employer shall remain in effect pending the decision.
ARTICLE 5

NON-DISCRIMINATION

Section 5.1 - Equal Employment Opportunity

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

Section 5.2 - Prohibition Against Discrimination

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

Section 5.3 - Union Membership or Activity

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union and there shall be no discrimination against any such employee because of lawful Union membership or non-membership activity or status.
ARTICLE 6

DUES DEDUCTION

Section 6.1 - Dues Deduction

Upon receipt of proper written authorization from an employee, the Employer shall deduct each month, Union dues in the amount certified by the Treasurer of the Union, from the pay of all employees covered by this Agreement, who, in writing, authorize such deductions. Such money shall be submitted to the Treasurer of the Union within thirty (30) days after the deductions have been made. Said deductions will be terminated upon the employee’s written request.

The Union hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Article.
Section 6.2 - Indemnity

The Union shall indemnify the Employer for any actions or claims brought against the Employer for actions taken by the Employer under this Article in reliance on certifications by the Union.
ARTICLE 7

UNION RIGHTS

Section 7.1 - Union Access with Notification

A representative of the Union shall have reasonable access to the Employer for the purpose of conferring with the Employer and/or employees, and for the purpose of administering this Agreement. Before entering the office to confer with a particular employee, the representative shall first contact the Circuit Clerk or the Circuit Clerk's designee so that arrangements can be made to cover the employee's work station while that employee is meeting with the Union representative. In any event, when the Union representative enters the office he or she shall first advise the Employer or the Employer's designee prior to contacting employees. Such visits shall not unreasonably interfere with the operation of the Employer. Notwithstanding the foregoing, an employee who may be subject to disciplinary action for any impropriety has the right to ask for a Union representative to be present at any pre-disciplinary meeting.

Section 7.2 - Bulletin Board

The Employer shall provide a bulletin board which shall be used for the purpose of posting proper Union notices. Such bulletin board shall be placed conspicuously and at a place readily accessible to workers in the course of employment.
ARTICLE 8

SENIORITY

Section 8.1 - Definition

Subject to the seniority list mutually agreed upon prior to the execution of this Agreement, seniority for all employees shall be based on date of hire.

Section 8.2 - Probationary Period

Full-time employees shall be on new hire probation for the first twelve months (365 days) of employment. Part-time employees shall be on new hire probation for the first twelve months (365 days) of employment. Employees moving from part-time to full-time employment or from deputy clerk to chief deputy shall be on secondary probation for six months (180 days). In the event that the secondary probation is not completed, the employee shall return to the position the employee previously occupied. Per the employer's discretion, the probation period for full-time or part-time can be extended as necessary.

Section 8.3 - Seniority List

The Employer and the Union shall agree upon a seniority list setting forth the hire dates for all employees covered by this Agreement which shall become effective on the date of execution of this Agreement. (See Appendix B) Such list shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. The Employer shall maintain the list and shall furnish a revised list to the Union when changes occur.
Section 8.4 - Termination of Seniority

An employee's seniority shall be terminated when the employee:

(a) resigns or otherwise quits;
(b) leaves employment with the Circuit Clerk to work in another office within the county;
(c) is discharged for just cause;
(d) retires;
(e) is laid off pursuant to the provisions of the applicable Agreement for a period of twenty-four (24) months;
(f) fails to return to work at the conclusion of an approved leave of absence;
(g) is absent without leave for a period of three (3) consecutive work days and fails to demonstrate just cause for the no show/no call.

Section 8.5 - Seniority While on Leave

Employees will continue to accrue seniority credit for all time spent on authorized unpaid leave of absence. Vacation, sick leave, holidays and other similar benefits will not be earned while on unpaid leave of absence.

Section 8.6 - Vacancies

Vacancies, including vacancies resulting from the creation of a new classification in the bargaining unit, shall be filled by present employees provided the employee is qualified to perform the job.
Section 8.7 - Reduction in Force and Recall

Should it become necessary to reduce the number of deputy clerks, the reduction in force shall be according to seniority. Should it become necessary to reduce the number of chief deputies, the reduction in force shall be according to time in grade as chief deputy. A chief deputy whose position is eliminated due to a reduction in force may "bump" into a position of deputy clerk depending on their seniority.

Recalls shall be made in the reverse order of the reduction in force, such that the person last relieved from duty will be the first person recalled to that position.
ARTICLE 9

HOURS OF WORK

Section 9.1 - Work Week

Full-time employees of the Circuit Clerk's office are required to work a minimum of thirty-five (35) hours per week, 8:30 A.M. to 4:30 P.M. Part-time employees shall routinely work a maximum of thirty (30) hours per week.

Starting times, quitting times, and the number of hours per week for full-time workers may be changed if the purpose of the change is explained in writing to the Union and is given at least thirty (30) days prior to implementation. If the purpose is to comply with an order of the Chief Judge, and the order does not allow for thirty (30) days notice, the Circuit Clerk will provide as much notice as possible. Daily time records will be kept by each employee in a manner specified by the Employer.

Section 9.2 - Overtime

Employees shall receive overtime compensation for all pre-authorized overtime hours. Overtime shall be calculated at a rate of 1 ½ hours for each hour worked in excess of forty (40) hours in a work week and shall be paid for by use of compensatory time, absent mutual agreement by both the employee and the Employer to pay additional wages for the time worked at the above-referenced rate. Any compensatory time earned shall be taken at a time convenient to the employer.
Compensatory time may be accumulated up to twenty-one hours and carried over from year to year, or paid at the Employer's option at the end of the year.

Any compensatory time carried over into the following year due to denial of use for operational needs must be used in the year following accrual or paid by the Employer.

Section 9.3 - Overtime Authorization

Employer approval must be specifically obtained before an employee engages in overtime.

Section 9.4 - Breaks

There shall be one ten (10) minute break, and five (5) minutes leeway, approximately in the middle of the A.M. work period and one ten (10) minute break, and five (5) minutes leeway, approximately in the middle of the P.M. work period, with flexibility for an employee to leave the building if the employee first reports to the Employer or the Employer’s designee prior to leaving the building.

If, because of the workload, it appears that an employee may be deprived of a break, the employee must notify the Supervisor who shall make arrangements to allow for the employees break.
ARTICLE 10

HOLIDAYS

Subject to the administrative authority of the Illinois Supreme Court, full-time employees shall celebrate as paid holidays those holidays designated by the Chief Judge of the Fifteenth Judicial Circuit pursuant to Administrative Order.
ARTICLE 11

VACATIONS

Section 11.1 - Vacation Leave

All full-time employees covered by this Agreement shall be entitled to vacation as follows, subject to the eligibility requirements in Section 2 of this Article.

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

If vacation accrual for clerical personnel is increased so as to exceed the schedule referenced above, either in the collective bargaining agreement of the Ogle County Sheriff or in the County’s personnel policies as they are applied across the board to all employees not members of a bargaining unit, the Circuit Clerk will apply the increased accumulation schedule to members of the IBT/Circuit Clerk bargaining unit.

Section 11.2 - Vacation Eligibility

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

Individual anniversary dates of full time date of hire shall be used to calculate the amount of vacation to which each employee will be entitled. (For individual full-time anniversary dates, See Appendix B.)

**Section 11.3 - Vacation Pay**

All vacation pay will be paid at the employee’s regular rate of pay and will be based upon a thirty-five (35) hour work week. Up to five (5) days of vacation time may be carried over for sixty (60) days each year.

**Section 11.4 - Vacation Requests**

Vacation requests shall be handled according to seniority. On the first Monday of October of each year, a vacation schedule shall be made available by Employer for selection by seniority. To be entitled to vacation selection priority, employees must submit their priority vacation selections by December 30th. After December 31st, vacation requests shall be on a first come-first serve basis. Once a first come-first serve selection has been made, that selection cannot be bumped by a more senior employee. Any vacation time carried over into the following year due to denial of use for operational needs must be used in the year following accrual or paid by the Employer.
ARTICLE 12

SICK LEAVE

Section 12.1 - Sick Leave

Full-time employees shall accumulate sick leave as follows:
Accumulated at rate of one day per month (12 days per year). An employee need not accumulate all of the twelve days before using them in the fiscal year. However, if any employee ceases to be employed by the Circuit Clerk and an employee has used more sick leave than the employee has accrued, the final pay of the employee may be adjusted to recoup the sick leave used but not accrued. Employees shall not be paid for accumulated sick leave when they separate from employment. If sick leave accumulation for clerical personnel is increased above one day per month either in the collective bargaining agreement of the Ogle County Sheriff or in the County's personnel policies as they are applied across the board to all employees not members of a bargaining unit, the Circuit Clerk will apply the increased accumulation schedule to members of the IBT/Circuit Clerk bargaining unit. If sick leave accumulation is increased above one day per month by two different methods within the relevant groups the union grievance committee shall designate which of the two methods shall be applied in this bargaining unit.
Section 12.2 - Use of Sick Leave

Sick leave may be taken for:

(a) personal illness or disability;
(b) illness of a member of the employee’s family who require the employee’s personal care and attention;
(c) enforced quarantine.

Proof of illness may be required after three (3) consecutive days of absence.

Section 12.3 - Personal Days

Employees shall receive three paid personal days per year. The employee shall provide a day of notice prior to use of a personal day. Unused personal days may not be carried over from one fiscal year to the next unless the use of personal day is denied by Employer due to operational needs. Any personal days carried over must be used in the year following accrual or paid by Employer.
ARTICLE 13

LEAVES OF ABSENCE

Section 13.1 - Bereavement Leave

Employees may be granted up to five (5) days leave with no loss of pay because of the death of the employee's spouse, significant other, child, step-child, parent, step-parent. Employees may be granted up to three (3) days leave with no loss of pay because of the death of the employee's sister, brother, half-sibling, step-sibling, mother-in-law, father-in-law, grandchild, grandparent, or anyone who raised the employee from childhood. One (1) day leave may be granted because of the death of an aunt, uncle, niece, nephew, or cousin. One (1) day with pay may be granted for a military funeral in which an employee is an official participant. In the event of lengthy travel or for the deaths of other than the immediate family, vacation days, compensatory time, personal days or sick leave to a maximum of five (5) days may be used. This leave shall be noncumulative.

Section 13.2 - Unpaid Leave

Unpaid leave of absence may be granted by the Circuit Clerk to employees who have used their sick leave for continued sickness or disability, or for other good causes shown by an employee. The length of an unpaid leave of absence is at the discretion of the Circuit Clerk, but may be granted with the goal of maintaining department services. Anyone hired to fill a vacancy created by a leave of absence granted under this section shall be informed as to the duration of their employment.
No permanent employment status is conferred on a person hired to replace a continuing employee on leave of absence. Vacation time shall be granted on the basis of time employed, excluding any time on unpaid leave.

**Section 13.3 - Jury Duty Leave**

Should an employee of the Circuit Clerk be called for jury service it shall be granted as paid leave. Any pay for jury service must be returned to the Circuit Clerk. Any reimbursement for mileage may be retained by the employee.
ARTICLE 14

WAGES

Section 14.1 - Starting rates of pay

Part-time minimum is $13.45 per hour.

Full-time minimum is $15.18 per hour.

Section 14.2 - Chief Deputy

All new Chief Deputies shall receive an annualized $3,600 differential beginning when they assume the duties of Chief Deputy. They shall continue to receive the differential each year so long as they continue to serve as a Chief Deputy. In the event that a Chief Deputy moves to the position of Deputy Clerk, the employee shall no longer receive the differential. This differential shall not be added to the base pay of a Chief Deputy prior to the calculation of any wage adjustment or annual increase that may be initiated by operation.
Section 14.3 – Wages

A. During the term of this agreement, employees in the bargaining unit shall be paid according to the Appendix as in Illinois FOP Labor Council, Appendix E-1, assuming a 35 hour work week.

During the term of this agreement, employees whose annual base salary wage exceeds amounts of Appendix E-1 shall be modified on December 1, 2019. Employee’s whose annual base salary wage exceeds amounts of Appendix E-1 shall receive a 3% increase to their base salary on December 1, 2019, December 1, 2020, December 1, 2021, and December 1, 2022.

Effective December 1, 2019, only bargaining unit members in their 21 years through 25 years of service shall receive five flex days or less, not to exceed, maximum vacation time allotted and reduced annually. Bargaining unit members in their 26 years of service (having completed 25 years) no longer earn flex days. Those bargaining unit members (having completed 25 years) may use five vacation days as of December 1, 2019 prior to their anniversary date each fiscal year. Flex days are received December 1 of each year. There shall be no carry over or pay for unused flex days.
B. Wage increases, including retroactive wage increases for fiscal years 2020 through 2023 shall be the greater of the percentage increase for the corresponding year as:

1. Collectively bargained for the telecommunicators and clerical staff in:
   a. the Ogle County Sheriff's Office, or
   b. in the Health Department, or
   c. the Probation Department, or

2. Determined by the County any general across the board percentage increase to clerical employees not in a bargaining unit.

Any retroactive wage increase given under this paragraph (B) shall be reduced by any "across the board" increase given the corresponding year.

Section 14.4 - Vehicle Allowance

County travel policies, including reimbursement amounts shall apply to employees requested by the Circuit Clerk to use their vehicles to perform business related duties.
ARTICLE 15

INSURANCE AND PENSION

Section 15.1 - Insurance and Pension

The Employer shall provide the same insurance and pension benefits under the same terms and conditions as will be provided by Ogle County to its employees throughout the period covered by this Agreement.

If during the term of this agreement, the insurance plan is changed relative to benefits and/or premiums, the Union and the Employer will negotiate the impact within ten (10) days of notification to the Employer of anticipated changes. The Employer retains the right to implement such changes during the period of negotiations.

Section 15.2 - Pension

The Employer shall contribute, on behalf of the employees, to the Illinois Municipal Retirement Fund the amount required by State Statute.

Section 15.3 - Health Insurance Payments for Retirees

For employees hired on or before July 16, 2019, the County shall begin to contribute fifty percent (50%) of the cost of single health insurance coverage through the County policy when the employee retires after at least meeting the minimum age and time statutory requirement of their pension fund or retires on a duty related disability pension. This contribution shall continue until the employee reaches the age at which Medicare
coverage begins. An employee who collects a pension through IMRF shall have fifty percent (50%) of the cost of premiums paid by the County.

Employees hired after July 16, 2019 shall not be entitled to the County contributions under this section.

**Section 15.4 - Health Insurance "Opt-Out"**

Employees who obtained health insurance coverage from a source other than the County from January 1 through December 31 in any year shall receive one-thousand two-hundred dollars ($1,200.00) in first payroll after the subsequent January 1. Said payment shall be subject to standard deductions.

Employees hired after January 1 in any year who obtain health insurance coverage from a source other than the County through December 31 in any year shall receive up to one-thousand two-hundred dollars ($1,200.00) in the pro-rated amount of one-hundred dollars ($100.00) per each full month worked in the first pay payroll after the subsequent January 1. Said payment shall be subject to standard deductions.
ARTICLE 16

DISCIPLINE

Section 16.1 - Termination and Disciplinary Action

The Employer shall not discharge or suspend any employee except for just cause. The Employer agrees to apply the principles of progressive discipline where applicable and hereby declares an intent to utilize written reprimands when appropriate prior to the use of suspension or discharge.

For discipline other than oral reprimands, before final notification to the employee of the contemplated measure of discipline to be imposed, the Employer will inform the employee involved of the reason for such contemplated disciplinary action. Employees shall have the right to Union representation if so requested by the employee. The employee and the Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline. Where appropriate, reasonable extension of time for rebuttal purposes will be allowed when requested.

Both the Union and the employee shall be notified of disciplinary action. Such notification shall be in writing and reflect the specific nature of the offense and directions to the employee for future behavior.

Section 16.2 - Principles of Progression

Disciplinary action or measures may include the following:

(a) oral warning - documented
(b) written reprimand
(c) suspension, and finally,
(d) discharge
ARTICLE 17

GRIEVANCE PROCEDURE

Section 17.1 - Grievance Procedure

Should a difference arise between the Employer and the Union as to the meaning or application of this Agreement, it shall be settled in accordance with the Grievance Procedure as set forth below.

STEP 1: Any employee having a grievance shall first raise the matter with his or her Chief Deputy, or if the grievant is a Chief Deputy, with the Circuit Clerk. If it is not settled at that time, the grievance shall be reduced to writing, signed by the grieved employee and submitted to the grievant’s Chief Deputy, or if the grievant is a Chief Deputy, to the Circuit Clerk. Any grievance not submitted in writing to the Chief Deputy or if appropriate, as stated above, to the Circuit Clerk, within three (3) working days of the occurrence giving rise to the grievance shall be considered automatically closed.

STEP 2: The written grievance shall be discussed between the designated Union representative and/or grievant and the appropriate Employer representative specified above. The Employer representative shall give his or her written decision within three (3) working days of the meeting at which the grievance was discussed. In the event the Employer representative does not respond within the time frame, the grievance shall be automatically appealed to the next step.
STEP 3: In the event the grievance is not settled in STEP 2, the grievance shall be submitted by the Union in writing to the grievance resolution panel. This written submission to the panel shall be made by presenting the grievance to the Circuit Clerk on a form designated as, "Submission to the Grievance Resolution Panel." Any such grievance not submitted to the panel within three (3) working days of the receipt of a timely STEP 2 written denial shall be considered automatically closed. The panel shall consist of two persons designated by the Union and two persons designated by the Circuit Clerk. The panel may make such inquiries as they see fit, and after conferring among themselves, no fewer than three (3) panel members shall present to the Circuit Clerk the majority's non-binding recommendation for the proper resolution of the grievance, should such a resolution exist. The panel shall give a written recommendation within fifteen (15) working days of receipt of the grievance submission. In the event the panel does not respond within this time frame, the grievance shall be automatically appealed to the next step. Prior to issuing the panel's determination, any panel member, or the Union, or the Circuit Clerk may demand and shall be allowed a full panel meeting between the Chief Steward and/or the grievant, and the Circuit Clerk. Either the Union or the Circuit Clerk may have outside representatives present at this meeting. It is acknowledged that a demand for such a meeting may necessitate a reasonable extension of
time for the panel to render a decision on the grievance. The parties agree that if the grievance is ultimately presented to an arbitrator or any other neutral fact finder, the recommendation of the panel shall not be presented to the neutral or fact finder.

**STEP 4:** In the event that the grievance is not settled in STEP 3, the grievance shall be submitted in writing to the Circuit Clerk. Any such grievance not submitted in writing to the Circuit Clerk within three (3) working days of the receipt of a timely STEP 3 written denial shall be considered automatically closed. The Circuit Clerk shall give a written decision within ten (10) working days of receipt of the grievance submission. In the event the Circuit Clerk does not respond within this time frame, the grievance shall be automatically appealed to the next step. Prior to issuing the determination, the Circuit Clerk or the Union may demand a meeting between the Chief Steward and/or the grievant, and the Circuit Clerk. Either the Union or the Circuit Clerk may have outside representatives present at this meeting. It is acknowledged that a demand for such a meeting may necessitate a reasonable extension of time for the Circuit Clerk to render a decision on the grievance.
**STEP 5:** If the matter is not resolved in STEP 4, the Union shall have the right within ten (10) working days after receipt of the written decision in STEP 4 to request the matter be submitted to an impartial arbitrator, pursuant to the rules and regulations of the Federal Mediation and Conciliation Service. The arbitrator shall have no power or authority to change, alter, or amend, add to or subtract from the terms of this Agreement. Costs of the arbitrator shall be shared equally by the Employer and the Union.
Section 17.2 - Appeals

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

Section 17.3 - Agreements

An Agreement reached between the Employer and the Union is binding on all employees affected and cannot be challenged by an individual.
ARTICLE 18

NO STRIKE - NO LOCKOUT

Section 18.1 - Strike Prohibited

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

Section 18.2 - Prohibition of Union Participation

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

Section 18.3 - Union Liability and Duty

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

A. Advise the Employer in writing that such action by the employees has not been called or sanctioned by the Union.
B. Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.

C. Post notices at Union bulletin boards advising that it disapproves of such action and instructing employees to return to work immediately.

**Section 18.4 - Discharge for Violation**

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

**Section 18.5 - No Lockout**

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

**Section 18.6 - Employer's Judicial Remedies**

Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.
ARTICLE 19

SAVINGS CLAUSE

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

ARTICLE 20

COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which Preceded this Agreement, each had the unlimited right and Opportunity to make demands and proposals with respect to any Subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
ARTICLE 21

DURATION

This Agreement, when approved and signed by the appropriate authorities for and on behalf of the Employer and the Union shall be in full force and effect from December 1, 2019 to November 30, 2023. It shall be continue in effect from year to year thereafter unless notice of "Demand to Bargain" is given in writing by certified mail by either party to the other sixty (60) days prior to expiration. Unless otherwise mutually agreed to, the parties shall meet within thirty (30) days after the "Demand to Bargain" to begin negotiations. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

FOR THE EMPLOYER:

Kimberly A. Stahl

DATE: 11-21-19

FOR THE UNION:

Frank Burge

DATE: 11-21-19

Laurel Ford

DATE: 11-21-19
December 9, 2008

Frank Barger/Secretary-Treasurer
Teamsters Local Union No. 722
FAX Number 815 224-4916

Re. Ogle County Circuit Clerk Agreement

Dear Mr. Barger:

Thank you for contacting me so that we were able to discuss the three items that were concerning the bargaining unit employees. Allow me to offer the following explanation, which I believe reflects our continuing agreement:

1. With respect to the “me too” found in Section 14.4B, I took it upon myself, believing that both committees wanted me to do so, to make a few stylistic modifications. I believe that the old language was very difficult to follow. What I drafted was my attempt to do no more than clarify the old “me too.” By this letter, I am going “on the record” that there is no intent to change the meaning from the old language.

2. With respect to the attachment reflecting the terms by which the Union would be willing to suspend the “me too”, I was under the impression that the offer had been communicated to the County and had been rejected by them. Thus, I saw no reason to attach the letter to the contract. Whether or not I was mistaken, I understand that both the Union and the Circuit Clerk desire to have the offer attached to the collective bargaining agreement. Accordingly, that will be done. I am attaching a copy of the letter to you to make sure that there is no disagreement on the wording of the letter.

3. With respect to retiree insurance, I am advised by the Circuit Clerk that through a County Board Resolution, retiree insurance is being offered to others beyond the deputies. I am attaching the Resolution which he has just FAXed to me. Once we have both had a chance to review it, should there be a need for further discussion, feel free to contact me.
Mr. Frank Barger

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Thank you for your cooperation.

Yours truly,

Owen Dratler

Encl. "Me too" waiver offer
County Board Resolution
## APPENDIX B

### ANNIVERSARY DATES

<table>
<thead>
<tr>
<th>Name</th>
<th>Married</th>
<th>First</th>
<th>Anniversary</th>
<th>Second</th>
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<td>LISA BAKER</td>
<td>01/17/17 FT</td>
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APPENDIX E

HEALTH CARE PLANNING COMMITTEE

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

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

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

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

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

1. The parties to this Agreement are as follows:
   County of Ogle
   Illinois Fraternal Order of Police Labor Council
   Teamsters 722.

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

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

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

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

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

The parties agree that should any dispute concerning the interpretation or application of this Agreement arise between any two or more of them which cannot be resolved after good faith efforts, it shall be submitted to binding arbitration pursuant to the terms of the Uniform Arbitration Act (70 ILCS 511 et seq.). It is understood that this provision for arbitration shall not apply to operation of the Plan itself or to any individual claims or disputes under the Plan.

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

The parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The parties have the right to request the arbitrator to require the presence of witnesses and/or reasonable documents. Employees of the County called to testify at the arbitration shall be released from duty for such purposes without loss of pay or benefits. The arbitrator shall have no authority to amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement. The arbitrator shall consider and decide the issue(s) presented and fashion an appropriate remedy. The arbitrator's decision shall be rendered and delivered in writing to the parties within thirty (30) days of the close of the hearings or the submission of post hearing briefs, whichever is later. Post hearing briefs shall be filed simultaneously by the parties on the date established by the arbitrator. Fees and expenses of the arbitrator, the cost of the hearing room, and the cost of a court reporter to provide a written transcript for the arbitrator shall be shared equally by the parties. If either party desires a verbatim record of the proceedings, it shall pay for the cost of its copy.
6. The parties to this Agreement, in consideration of their mutual undertakings and obligation, mutually agree for the term of this agreement, that this Agreement represents a collectively bargained agreement between and among all of the parties and that no provision concerning this plan shall be raised as an issue in any other collective bargaining agreement, contract or negotiations between those exclusive representatives and the County of Ogle. It is further understood and agreed that this Agreement does not represent a collectively bargained agreement between the County and elected officials and its non-represented employees nor between the County of Ogle and the retired employees of the county, either individually or collectively, nor does it represent any undertaking to bargain with any exclusive representative concerning insurance, health care, or any other benefit or provision with the retirees who are or were members of any bargaining unit.

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

a. Three (3) members of the County Board;

b. Three (3) elected officials or department head, all of which must be participants in the plan, and at least one of which must have unionized employees;

c. Three (3) employees represented by the FOP;

d. One (1) employee that is a member of a bargaining unit represented by the Teamsters; and

c. Two (2) non-union employees of which one shall be appointed by the FOP and the other shall be appointed by the Teamsters.

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

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

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

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

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

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

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

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

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

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

15. It is understood and agreed that the County of Ogle, being a County, that this Agreement and all actions, procedures, and processes under this Agreement are subject to all of the statutes and ordinances governing the conduct of Counties, including but not limited to, requirements for bidding and contracting for the provisions of goods and services and compliance with all legal provisions for equal employment opportunity and affirmative action applicable to the County of any other party.
16. This Agreement shall remain in full force and effect for a period of four (4) years from the date hereof. This agreement shall remain in effect from year to year after the expiration date unless one or more of the parties serves notice on the others of their wish to modify or terminate this agreement.

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

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

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

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

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

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

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

FOR THE EMPLOYER

Ed Rice
Ogle County Chairperson

Gregory A. Beitel
Sheriff of Ogle County

Michael Harr
Sheriff-Elect of Ogle County

FOR THE UNION

Kevin S. Krug
Illinois FOP, Labor Council

Brian Kettor

Gerda Clark

Michael Schubaeker

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