

RESOLUTION

Resolution Authorizing a Collective Bargaining Agreement Between the Fraternal Order of Police Deputies Unit I, the McHenry County Sheriff, and the County of McHenry for the Time Period of 12/01/24 - 11/30/27 (9)

WHEREAS, the County's Human Resources Department, State's Attorney's Office, Representatives of the Sheriff's Department, and Representatives from the Fraternal Order of Police (FOP) Unit I, Deputy Unit have engaged in good faith negotiations resulting in a three-year Collective Bargaining Agreement; and

WHEREAS, the McHenry County's Human Resources Department, State's Attorney's Office, and Representatives of the McHenry County Sheriff have negotiated this agreement on behalf of McHenry County and the Sheriff, and recommended approval of the Collective Bargaining Agreement with the FOP; and

WHEREAS, negotiated changes are as follows;

Article III: Non-Discrimination, New Section 4: Claims of discrimination under this Article shall be resolved through the appropriate state and/or federal agencies and courts and shall not be subject to nor processed through the grievance procedure.

Article XVI: Grievance Procedure and Dispute Resolution,

Section 8. Steps in Procedure, change from "calendar days" to "ordinary business days.

Section 11. Electronic Delivery of Grievances, New process to receive grievances via email.

Article XVII: Seniority, Section 2. Probationary Period expanded language to grant the Sheriff added flexibility.

Article XIX: Vacations, Section 1. Vacation Accrual and Leave, change to real time accruals

Date of Hire through year 4 – 10 days per year

Beginning of year 5 through year 9 – 15 days per year

Beginning of year 10 through year 19 – 20 days per year

Beginning of year 20 to beginning of year 21 – 21 days per year

Beginning of year 21 to beginning of year 22 – 22 days per year

Beginning of year 22 to beginning of year 23 – 23 days per year

Beginning of year 23 to beginning of year 24 – 24 days per year

Beginning of year 24 to beginning of year 25 – 25 days per year

Beginning of year 26 and greater – 26 days per year

Article XX: Holidays/Personal Days, Section 4 Personal Day, language change from "a holiday" to New Years Day, July 4th, Thanksgiving Day, Christmas Day, or News Year Eve.

Section 6 Field Training Pay, changed from one hour to two hours of pay or compensatory time for the shift in which the employee provides training

Article XXII: Sick Leave, Section 2. Accrual and Procedures, change to real time accruals.

Article XXIII: Hours of Work, Section 13 On-Call Detective/Evidence Technician, if on call for a continuous 24-hour period and the Detective is called out, the Detective will retain 1 hour of on call pay.

Article XXV: Wages/Compensation/Allowances Section 3 Clothing allowance, increase from \$500 to \$600 per year.

Article XXVI: Benefits and Pensions, Section 1, Health Dental and Stand-Alone Benefits, Adoption of new Benefit four Tier plan structures. Expanded language regarding the qualifications of eligibility for the "stipend".

Section 3 Life Insurance, updated eligibility language from first of the month following 60 days, to first of the month following date of hire.

Section 8 Retirement Health Savings Account, Removed section

Article XXVIII: General Provisions, Section 12 Residency, renamed Residency and “Take Home” Squad Cars. Removed Rock County as a bordering county in reference to residency and added restrictions in regard to “Take Home” squad cars.

Section 13 Weather-Related Closure, New section granting at the Sheriffs discretion to determine to close non-essential operations, all employees scheduled to work will report to work and will be paid at time and one half.

Article XXX: Leave of Absence, Section 2 Absence due to death in Immediate Family, added language for compliance with the Family Bereavement Act (Public Act 102-1050) and/or Illinois Child Extended Bereavement Act (Public Act 103-0466).

Section 10 Victim’s Economic Security and Safety Act (“VESSA”) new section for compliance with the “VESSA” 820 ILCS 180/1

APPENDIX B Wage and Step Tables

Year one market adjustment 5.8% and 3.5%, year two and three 3%.

WHEREAS, the increased cost of this agreement for 80 union members is year one \$438,022.12 5.8% market adjustment, \$279,654.47 3.5% annual, year two \$366,832.02 3.0% annual, year three \$489,515.04 3.0% annual.; and

WHEREAS, the terms of this agreement have been reviewed by the Administrative Services Committee and the Finance and Audit Committee.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that it hereby authorizes the County Board Chairman to execute all necessary documents to enter into and implement the aforementioned agreement; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of the Resolution to the Sheriff, Director of Human Resources, State’s Attorney, Chief Financial Officer, County Administrator, and Deputy County Administrator.

DATED at Woodstock, Illinois, this 19th day of November, A.D., 2024.

Michael Buehler, Chairman
McHenry County Board

ATTEST:

Joseph J. Tirio, County Clerk



McHenry County Board

County Board Room
Woodstock, IL 60098

Meeting: November 19, 2024
Department: Human Resources
Prepared By: Suzanne Ziebart

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SUBJECT: Resolution Authorizing a Collective Bargaining Agreement Between the Fraternal Order of Police Deputies Unit I, the McHenry County Sheriff, and the County of McHenry for the Time Period of 12/01/24 - 11/30/27 (9)

Board / Committee Action Requested:

Authorize the County Board Chairman to execute all necessary documents to enter into and implement an agreement between the Illinois Fraternal Order of Police, the McHenry County Sheriff, and the County of McHenry for the time period of 12/01/2024 through 11/30/2027.

Background and Discussion:

Impact on Human Resources: Implement Collective Bargaining Agreement

Impact on Budget (Revenue; Expenses, Fringe Benefits): Total cost of this agreement over a three-year period will be \$1,574,023.65

Impact on Capital Expenditures: None

Impact on Physical Space: None

Impact on Other County Departments or Outside Agencies: Sheriff implement Collective Bargaining Agreement

Conformity to Board Ordinances, Policies and Strategic Plan: Yes