SIGNED ORIGINAL

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Katherine C. Schultz
COUNTY CLERK

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150, PUBLIC EMPLOYEES DIVISION

AND

COUNTY OF MCHENRY – FACILITIES MANAGEMENT DEPARTMENT

EFFECTIVE
JULY 1, 2012 - NOVEMBER 30, 2015

COUNTY OF MCHENRY
LOCAL 150, FACILITIES MANAGEMENT
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PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of dispute, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the County of McHenry – Facilities Management Department, Illinois (hereinafter referred to as the "Employer") and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the "Union") on behalf of certain employees described in Article 1.

ARTICLE I

RECOGNITION

SECTION 1.1: RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions, and other conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois State Labor Relations Board:

**INCLUDED: All full-time and regular part-time employees in the following classifications: Maintenance Technician I, Maintenance Technician II, and Maintenance Technician III.

**EXCLUDED: All other employees.

SECTION 1.2: NEW CLASSIFICATIONS

The Employer shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit.

In the event there is a need for the establishment of new classifications including rates of pay, there will be a meeting for the purpose of establishing such classifications and rates by mutual agreement. Where agreement is not reached by the time work must be started, the Employer may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the Employer, such rate shall be retroactive to the start of work in the new classification. If the parties fail to agree on such rate within thirty (30) days of the start of work in the classification, the Union may appeal directly to arbitration within the next thirty (30) consecutive calendar days.

ARTICLE II

UNION RIGHTS

SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS

Union activities within Employer facilities shall be restricted to administering this Agreement. A Union Steward shall ask for and obtain permission before leaving his/her job in order to conduct Union business. The Steward will ask for and obtain permission from the Department Head of any employee with whom he/she wishes to carry on Union business.

Authorized agents of the Union shall have access to the Employer's establishment during work hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, there is no interruption of the Employer's working schedule.

SECTION 2.2: TIME OFF FOR UNION ACTIVITIES

Union Stewards shall be allowed time off without pay for legitimate Union business, such as Union meetings and State or International conventions, provided such representative gives reasonable prior notice to his/her supervisor of such absence and the time off does not disrupt the operations of the Employer. The employee may utilize any accumulated time off (Holiday, Personal, Vacation Days, etc.) in lieu of the employee taking such without pay.

SECTION 2.3: UNION BULLETIN BOARD

The Employer shall provide a Union bulletin board at each work location. The board(s) shall be for the sole and exclusive use of the Union. The Union shall be responsible to ensure that only appropriate material is posted on the bulletin board.

ARTICLE III

UNION DUES/FAIR SHARE CHECKOFF

SECTION 3.1: DUES CHECKOFF

The Employer agrees to deduct from the pay of those employees who are Union members any or all of the following:

1. Union membership dues, assessments, or fees;
2. Union sponsored credit or other benefit programs

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State Salary and Annuity Withholding Act and/or any other applicable State statute.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a twice monthly basis at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

The Union shall certify the current amount of Union deductions.

SECTION 3.2: FAIR SHARE

During the term of this Agreement, employees who do not choose to become dues paying members of the Union shall, commencing after their probationary period or sixty days after the date this Agreement is executed, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the Employer from the earnings of non-members and remitted to the Union. The

Union shall periodically submit to the Employer a list of the members covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The Union agrees to assume full responsibility to insure full compliance with the requirements in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee.
2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

SECTION 3.3: INDEMNIFICATION

The Union shall indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of the provisions of this Article.

ARTICLE IV

HOURS OF WORK AND OVERTIME

SECTION 4.1: WORKDAY AND WORKWEEK

1. The workday for bargaining unit employees is eight (8) hours and the normal workweek is forty (40) hours, in a seven (7) day period, the normal workweek is Monday through Friday. In the event the Employer determines the need for a permanent shift which is outside the normal Monday through Friday workweek, the Employer shall request a meeting per Article XVI Labor Management Meeting prior to implementing a permanent shift change outside the normal work week of Monday through Friday and, if implemented, the Employer shall follow the procedure as stated in Sec 4.1 (3).
2. Hours: The regular work hours shall normally be 6:30 a.m. to 3:00 p.m. or 8:00 a.m. to 4:30 p.m. at the Government Center and Valley Hi facilities, or 3:00 p.m. to 11:30 p.m. at the Government Center.
3. When a vacancy occurs on a shift as described in Section 4.1(2), employees within the same level as the vacancy (i.e. Maintenance Technician I, Maintenance Technician II, or Maintenance Technician III) shall be permitted to bid on said vacancy, if more than one employee bids, the most senior employee will be given the vacancy.
4. The Employer will not arbitrarily assign an employee to a different shift (as per #2 above), however the Employer reserves the right to assign an employee to a different shift for operational needs (for example in the case of training, workers compensation, vacation, illness, approved leave of absence, etc.).

5. Any employee assigned to a permanent shift that is outside the normal workweek of Monday through Friday shall receive a shift differential of 25 cents per hour.

SECTION 4.2: LUNCH/REST PERIODS

1. Employees shall be granted two (2) fifteen (15) minute paid breaks. Employees who begin the workday at 6:30 a.m. will take their break as close to 9:00 a.m. as the work will allow. Those employees who begin the workday at 8:00 a.m. will take their break as close to 10:00 a.m. as work will allow. The afternoon break will be taken as available, but no later than one (1) hour prior to quitting time. If an employee, because of the work load, is unable to take a break, he or she will report this to the supervisor or, in his or her absence, the Maintenance Technician III.
2. Employees shall be granted a one-half (½) hour unpaid lunch break. Unless the requirements of the job dictate otherwise, employees who begin the day at 6:30 a.m. will take lunch from 11:00 a.m. to 11:30 a.m. and employees who begin the day at 8:00 a.m. will take lunch from 12:00 to 12:30 p.m. Employees must punch out when going on lunch break and punch in when returning to work, except when at a remote location without electronic time collection, such as Division of Transportation, or Animal Control. Employees may leave the workplace during lunch break.

SECTION 4.3: OVERTIME COMPENSATION

The compensation paid employees for overtime shall be as follows:

1. A bargaining unit employee shall be paid at one and one-half times his/her regular hourly rate of pay when required to work in excess of forty (40) hours in a seven (7) day workweek.

2. A bargaining unit employee shall be paid at one and one-half times his/her regular hourly rate of pay for hours worked in excess of eight (8) hours in a day.

3. For purposes of calculating overtime, only hours actually worked, approved vacation time, personal time, compensatory time, **and bereavement leave** shall count as time worked.

4. There shall be no pyramiding of overtime premiums. Overtime shall not be paid more than once for hours worked.

5. **In the event of an emergency situation which necessitates the call-in of an employee who is on an approved sick time and upon reporting in response to the call in, the approved sick leave shall count as time worked for the purpose of calculating overtime.**

SECTION 4.4 OVERTIME DISTRIBUTION

The Employer agrees to distribute overtime as equally as possible among those employees who usually perform the type of work at issue. The employee working on any job, which extends into overtime, shall have first claim on the overtime. The parties recognize that they have an obligation to the community to provide services and that this obligation on occasion may require the working of overtime. To meet that objective, overtime shall be compulsory in emergency situations. The employment of part-time, temporary, seasonal or non-bargaining unit personnel shall not deprive regular full-time personnel of opportunities to work overtime. However, if the full-time personnel who would have usually worked the overtime refuses it or is unavailable, the Employer may work part-time or temporary personnel on said overtime without violating the Agreement.

SECTION 4.5: CALL BACK

A "callback" is defined as an official assignment of work which does not continuously follow an employee's regularly scheduled working hours. Callbacks shall be compensated for at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, with a guaranteed minimum of two (2) hours at such overtime rate of pay for each callback. It is expressly agreed that a callback assignment is for a specific purpose and the Employer shall not assign employees who complete their callback assignment "busy work" in order to fill the remaining hours.

SECTION 4.6: ON-CALL ASSIGNMENTS

One (1) employee shall be on-call during other than normal work hours at a the Government Center Complex and one (1) employee for all other locations (i.e. Valley Hi/DOT). The on-call assignment shall rotate, without differentiation of locations, on a weekly basis to each bargaining unit employees. Employees hired by the County shall be placed on the on-call rotation/assignment schedule no later than six (6) months after the employees' date of hire.

The on-call assignment will begin Monday at the start of their scheduled shift (6:30 a.m. or 8:00 a.m.) and end the following Monday at the start of their scheduled shift (6:30 a.m. or 8:00 a.m.). A schedule will be posted and employees may trade on-call assignments with the approval of the Department Head or designee.

While an employee is on call, he or she shall be responsible for carrying a cellular phone issued by the Employer. The on-call person must respond to the facility in question within two (2) hours of the call out. If the on-call employee determines that other employees are necessary to resolve the problem, he or she shall notify the supervisor or the Director of Building Operations prior to calling out additional personnel.

The employee designated as the on-call employee shall be paid **five (5)** hours of straight time pay for each week served as the on-call person until 11/30/15. This shall be full compensation for the obligation to carry the cellular phone and responding to the call.

At both the Government Center and Valley Hi, when an employee is on a prolonged absence (i.e. FMLA/Disability leave, military leave, jury duty leave, etc.), other than vacation leave, the Employer shall seek volunteers first to fill the on-call rotation spot of the absent employee by inverse order of seniority one week at a time per employee. The Valley Hi on-call rotation shall rotate each January 1.

SECTION 4.7: MANDATORY REST PERIOD

Unless an employee agrees otherwise, employees will not be required to work more than sixteen (16) hours in a twenty-four (24) hour period without being allowed an eight (8) hour rest period. Should an employee reasonably believe that he or she can work more than sixteen (16) hours in a twenty-four (24) hour period, he or she will be permitted to do so. The Employer may require an employee to work more than sixteen (16) hours in a twenty-four (24) hour period only in the case of emergency or natural disaster. If an employee is required to work more than sixteen (16) hours in a twenty-four (24) period because of emergency or natural disaster, the employee shall be allowed an eight (8) hour rest period at the end of the work period.

SECTION 4.8: COMPENSATORY TIME

1. Compensatory time is accrued on the same basis as overtime.
2. An employee shall not be required to accept compensatory time off in lieu of overtime pay unless mutually agreed to by the employee and department head prior to performing the overtime work.
3. **Any instances of on-call compensation, excluding the payment for on-call designation pursuant to Section 4.6 of the parties' collective bargaining**

agreement, can be taken as compensatory time or pay at the employee's discretion.

4. **Any instances of call-in or call-back compensation can be taken as compensatory time or pay at the employee's discretion.**
5. **In order to elect compensatory time in lieu of overtime, overtime adjustment sheets must be completed on the same day the overtime occurs should the overtime occur on a weekend or during the week the overtime occurs should it occur after regular hours during the normal workweek. Overtime adjustment sheets must be completed by 8:00 a.m. the following Monday for overtime occurring on a weekend for compensatory time to be elected. Early start time adjustment sheets must be completed by 12:00 p.m. on the same day for compensatory time to be elected.**
6. Hours earned as overtime outside the regular work schedule, e.g. special projects or after hours maintenance, may be credited as compensatory time at the overtime rate if so designated by the employee.
7. Employees shall submit a written request for compensatory time usage to the department head for approval at least one (1) day in advance, where practicable.
8. Compensatory time shall be taken in a minimum of one (1) hour increments unless otherwise authorized by the employee's supervisor or department head.
9. Vacation, sick, and personal time requests will take precedence over compensatory time use requests in granting approval of compensatory time use.
10. Employees can accrue up to forty (40) hours at any given time, however, compensatory time cannot be carried over from one fiscal year to the next. Any compensatory time not used by November 15th will be converted to pay. Any

compensatory time off which an employee has at the time of separation from the County shall be paid at the employee's hourly rate of pay as of the employee's last day of employment.

ARTICLE V

SENIORITY

SECTION 5.1: SENIORITY DEFINED

An employee's seniority shall be the period of the employee's most recent continuous regular employment with the Department of Facilities Management.

SECTION 5.2: BREAKS IN CONTINUOUS SERVICE

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return from a leave of absence, and being absent for three (3) consecutive days with reporting off. However, if an employee returns to work in any capacity for the Employer within twelve (12) months, the break in continuous service shall be removed from his/her record.

SECTION 5.3: SENIORITY LIST

Once each year, the Employer shall post a seniority list for each Department showing the seniority of each employee. A copy of the seniority list shall be furnished to the Union when it is posted. The seniority list shall be accepted and final thirty (30) days after it is posted, unless protested by the Union or an employee.

SECTION 5.4: PROBATIONARY EMPLOYEES

An employee is probationary for the first six (6) calendar months of employment. Employees who are promoted within the bargaining unit shall not be required to serve an additional probationary period.

A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During

this period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline and he/she shall have no rights under this Agreement.

ARTICLE VI

LAYOFF AND RECALL

SECTION 6.1: DEFINITION AND NOTICE

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the Union at least sixty (60) days notice of any layoffs except in emergency situations wherein such period of notice may be reduced.

SECTION 6.2: GENERAL PROCEDURES

In the event of a layoff, employees shall be laid off in inverse order of seniority as defined in Article V. However, prior to laying off any bargaining unit employees, all seasonal, temporary, probationary, part-time, or other non-bargaining unit employees who perform work customarily performed by bargaining unit employees within the effected departments shall be laid off or terminated, as the case may be.

SECTION 6.3: RECALL OF LAID-OFF EMPLOYEES

The names of laid-off employees shall be placed on a layoff list for twelve (12) months. Employees shall be recalled in order of seniority.

ARTICLE VII

DISCIPLINARY PROCEDURES

SECTION 7.1: EMPLOYEE DISCIPLINE

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. The Employer may impose the appropriate level of discipline based on the facts and circumstances of the matter at issue. Discipline shall include but not be exclusive of the following progressive steps of priority:

1. Oral warning with documentation of such filed in the employee's personnel file.
2. Written reprimand with copy of such maintained in the employee's personnel file.
3. Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to Union office.
4. Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

Prior to any discipline being issued by the Employer, the Union Steward or designee shall be notified of any disciplinary action to be taken against any employee. Prior to actual imposition of written reprimands, suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable after the Supervisor's action and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions.

SECTION 7.2: RIGHT TO REPRESENTATION

Prior to any pre-disciplinary discussions with the employee, the employee shall be informed of his/her rights to Union representation due to the fact that disciplinary action may be taken.

ARTICLE VIII

GRIEVANCE PROCEDURE

SECTION 8.1: GRIEVANCE DEFINED

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

SECTION 8.2: PROCESSING OF GRIEVANCE

Grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

SECTION 8.3: GRIEVANCE STEPS

STEP ONE: MAINTENANCE SUPERVISOR

The Union may submit a written grievance to the Maintenance Supervisor within ten (10) business days of the event giving rise to the grievance of the Union's reasonable knowledge of the events giving rise to the grievance. The Maintenance Supervisor shall schedule a conference within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The Maintenance Supervisor shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the Maintenance Supervisor shall respond to the grievance in writing within ten (10) business days of receipt of the appeal.

STEP TWO: DEPARTMENT HEAD

If the grievance remains unsettled at Step One, the Union may advance the written grievance to the Department Head within ten (10) business days of the response in Step One or

when such response was due. The Department Head or his/her designee shall schedule a conference within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The Department Head or designee shall submit a written response within ten (10) days of the conference. If the conference is not scheduled, the Department Head or designee shall respond to the grievance in writing within ten (10) business days of receipt of the appeal.

STEP THREE: COUNTY ADMINISTRATOR

If the grievance remains unsettled at Step Two, the Union may advance the written grievance to the County Administrator within ten (10) business days of the response in Step Two, or when such response was due. The County Administrator or his/her designee shall schedule a conference within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The County Administrator or designee shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the County Administrator or designee shall respond to the grievance in writing within ten (10) business days of receipt of the appeal.

STEP FOUR: ARBITRATION

If the grievance remains unsettled after the response in Step Three, the Union may refer the grievance to arbitration within fifteen (15) business days of the Step Three response. The Union shall request either the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of seven (7) Arbitrators. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of Arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. Both parties shall have the right to request the

Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the Arbitrator shall then proceed to determine the merits of the dispute. If either party objects, another panel will be requested and another Arbitrator selected.

In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of arbitration proceedings of the American Arbitration Association shall control, except where specifically limited by this Article. The Arbitrator shall neither amend, modify, nullify, ignore, add, nor subtract from the provisions of this Agreement.

The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent Arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the Arbitrator. If the other party desires a copy, it shall equally pay for the expense of such.

The Arbitrator shall render his/her decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the submission date of briefs, whichever is later. The Arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award.

The decision and award of the arbitration shall be final and binding to the Union, employee(s) and Employer. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

SECTION 8.4: GRIEVANCE FORMS

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violation(s) and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative.

SECTION 8.5: SETTLEMENTS AND TIME LIMITS

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of business days of the Employer's last answer will be considered settled on the basis of the Employer's last answer and shall not be eligible for further appeal, except that the parties may, in any individual case (except discharge cases), extend this limit by agreement of the parties.

SECTION 8.6: UNION STEWARDS

One (1) duly authorized bargaining unit representative shall be designated by the Union as the Steward. One (1) duly authorized bargaining unit representative shall be designated by the Union as the Alternate Steward. The Union will provide written notice to the Employer to identify the Stewards.

ARTICLE IX

HOLIDAYS

SECTION 9.1: GENERAL INFORMATION

Employees shall receive the holidays each year as established by Resolution of the McHenry County Board which are granted to all other McHenry County employees, which traditionally has been a minimum of eleven (11) holidays.

SECTION 9.2: HOLIDAY PAY

- Employees shall receive eight (8) hours pay for each full day holiday, and shall receive four hours (4) for ½ day holidays.

Employees regularly scheduled to work on a holiday will receive:

- Pay for the holiday will be at two (2) times the employee's regular rate of pay, for hours actually worked, with a guaranteed minimum of two (2) hours should an employee be called out on a holiday.

To be eligible for holiday pay, an employee must work or take an approved vacation day, approved personal day, or approved sick day on,

- The last scheduled work day before the holiday; and
- The first scheduled work day after the holiday.

SECTION 9.3: PERSONAL DAYS

Employees shall receive personal days each year as established by the McHenry County Board, generally two (2) days per year, with pay, to be used in each calendar year. If the McHenry County Board grants an additional personal day in any given year, members of the bargaining unit, who have been employed for at least one year, shall be granted the additional personal day. Newly hired employees shall receive one (1) personal day after completion of 6 months of continuous service and will receive one (1) personal day upon the completion of 12

months of continuous service. After an employee's first anniversary date, personal days are awarded at the beginning of every calendar year (January 1st). Except for emergency situations that preclude the making of prior arrangements, employees shall submit a request to the Department Head for approval at least one (1) working day in advance as to not adversely impact the operational needs of the County. Personal leave may not be taken in less than one (1) hour increments.

Unused personal leave is not cumulative and cannot be carried-over from one calendar year to the next. Personal days not used in the calendar year are forfeited.

Pay for personal leave not used is not permissible. There shall be no payment for unused personal days upon termination of employment.

ARTICLE X

VACATIONS

SECTION 10.1: VACATION ACCRUAL

All vacation eligibility is computed on continuous County employment. **Full time** bargaining unit employees shall be entitled to paid vacation days in accordance with the following schedule:

Years of Service	Vacation Days Earned per Year
Completion of ETP through year 5	10 days per year
Beginning year 6 through year 10	15 days per year
Beginning year 11 and greater	20 days per year

Employees will begin earning the new accrual rate on **the first full pay period following the completion of five (5) years and ten (10) years.**

Upon the successful completion of their **employee training period** (ETP), employees will accrue vacation from date of hire.

For the purpose of this section, "**pay period**" is defined as **the bi-weekly period for which pay is issued** in which the employee has been employed **with the County for** at least **seven and one half** (7.5) days.

Employees accrue paid vacation time on a **pay period by pay period** basis, (**twenty-six (26) pay period** basis) and may use only time already accrued.

Employees on an unpaid Leave of Absence or layoff shall not accrue vacation time.

Employees may use vacation time in the calendar year it will be earned but prior to the actual accrual as follows:

Less than eleven (11) years service, up to three (3) days

Eleven (11) years or more service, up to five (5) days

only if the employee agrees in writing that if they leave the employ of the County for any reason, they will repay any used vacation time that has not been earned, or allow for the deduction from their final paycheck of any unearned vacation that was used.

Accrual Limits: Employees are allowed to accrue up to 150% of their respective annual accrual, and at no time shall their vacation balance exceed the 150% maximum limit. The maximum accrual limits are as follows:

Years of Service	Annual	150% Maximum Limit
Completion of ETP through year 5	10 days	15 days
Beginning year 6 through year 10	15 days	22.5 days
Beginning year 11 and greater	20 days	30 days

SECTION 10.2: VACATION USAGE

1. A vacation day shall not be charged should a designated holiday fall during an employee's scheduled vacation period.
2. Vacation leave will not be granted in intervals of less than one-half (½) day, unless otherwise agreed to by the employee and Department Head.
3. Unless otherwise agreed, an employee must request, in writing, vacation leave of more than one (1) day at least five (5) working days in advance. Unless otherwise agreed, an employee must request, in writing, vacation leave for one (1) day or less at least one (1) working day in advance.

SECTION 10.3: ACCUMULATED VACATION AT SEPARATION

1. Upon separation, an employee shall be paid for all unused, accrued vacation time based on the employee's current rate of pay.
2. In the event of the employee's death, compensation for all unused accrued vacation allowances shall be paid to his/her beneficiary.

ARTICLE XI

SICK LEAVE

SECTION 11.1: SICK LEAVE ACCURAL

Employees shall accrue sick leave as follows: Employees earn sick leave on a **pay period by pay period** basis, (**twenty-six (26)** cycle basis) and may use only time already earned. Employees will begin earning the new accrual rate on the **first pay period following the completion of ten (10) and fifteen (15) years.**

Years of Service	Sick Days Earned per Year
Date of hire through year 10	12 days per year
Beginning year 11 through year 15	15 days per year
Beginning year 16 and greater	20 days per year

For the purposes of this section, "pay-period" is defined as **the bi-weekly period for** which **pay is issued in which** the employee has been employed at **least seven and one half (7.5)** days.

Employees on an unpaid leave of absence or layoff shall not accrue sick leave.

An employee shall be allowed to accrue up to 240 sick days. **Employees cannot begin a fiscal year with more than 240 days.** Employees who have accrued over 240 sick days **as of December 1 of each year must** determine if they wish to be credited for additional vacation days or to be paid for this unused sick leave. **In either case,** earned sick days in excess of the 240 maximum allowable may be **converted** at two (2) sick days in exchange for one (1) regular day. **However, no more than five (5) days (10 sick days / 2 = 5 days) can be converted to pay.**

A probationary employee does not earn sick time during the probationary period but will receive three (3) days sick time credit at the successful completion of the probationary period.

An employee is required to notify their Department Head or designee, in the case of absence from work due to illness or illness in the employee's immediate family, as far as possible in advance of the starting time for the scheduled work day. If an employee misses more than one (1) day of work, the employee is still required to call their supervisor each day of their absence.

An employee may be required to provide a physician's statement when returning to work after the use of three (3) or more consecutive sick days or upon the Employers reasonable belief that the employee is abusing sick leave. Employees who are unable to return to work upon expiration of sick pay benefits must request a leave of absence. The Employer reserves the right to require an employee using sick leave to be examined by a physician appointed by the Employer at the Employer's expense.

The Employer and Local 150 mutually discourage the abuse of sick leave. An employee may be disciplined if the employee's attendance record reflects an abuse of sick leave. Evidence of such abuse may include, but is not limited to, a pattern of missed Mondays and/or Fridays (i.e. first or last day of the work week) or of attempts to use the sick leave the day after and/or the day before a regularly scheduled day off (i.e. a paid holiday, vacation day, compensatory day, personal day, or a combination thereof) or any other pattern of excess use of sick leave.

SECTION 11.2: SICK LEAVE USE

Sick leave may be granted in minimum one half (½) hour blocks for any of the reasons listed below:

1. Incapacitation due to illness, injury, or disability.
2. To care for an ill or disabled spouse, parent or child.
3. In conjunction with approved FMLA leave.
4. Personal or immediate family (household) medical or dental appointments.

SECTION 11.3: PENSION BENEFIT AT RETIREMENT

At retirement, an employee's sick leave days may be credited as days worked for purposes of pension benefits, pursuant to rules of the Illinois Municipal Retirement Fund.

ARTICLE XII

LEAVES OF ABSENCE

SECTION 12.1: IMRF DISABILITY BENEFIT

In the event of a temporary disability, an employee may apply for disability payment through the Illinois Municipal Retirement Fund (IMRF).

SECTION 12.2: DISCRETIONARY LEAVE OF ABSENCE

An employee with at least twelve (12) months seniority may petition his/her Department Head for a special leave of absence. Such leave of absence is without pay or fringe benefits. A leave may be granted for good cause.

SECTION 12.3: FUNERAL LEAVE

When death occurs in the immediate family of any bargaining unit employee, said employee shall be granted three (3) consecutive work days off without loss of pay. Additional time needed by the employee will be deducted from accumulated sick leave, compensatory time or vacation time, at the employee's discretion.

For the purposes of this article, "immediate family" shall include the employee's current spouse, child (natural, step and adopted), parent or step-parent, sibling or step-sibling, mother-in-law, father-in-law, grandparent or step-grandparent, grandchildren, grandparent-in-law, niece, nephew, brother-in-law and sister-in-law.

When a death of a co-worker occurs, bargaining unit employees shall be granted time off without loss of pay to attend the funeral.

An employee must notify the department head or designee of the need for bereavement leave as soon as practicable and provide documentation to support the request either prior to or upon return from bereavement leave.

SECTION 12.4: FAMILY AND MEDICAL LEAVE

1. Eligibility

An employee shall be eligible for Family and Medical Leave when he/she:

a) Has been employed by the Employer for at least twelve (12) months prior to the request; and

b) Has worked at least 1,250 hours without the twelve (12) month period previous to the request

2. Leave Entitlement

The Employer shall grant an eligible bargaining unit employee up to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for one or more of the following reasons:

a) Birth or placement in the employee's home of a child for adoption or foster care;

b) To care for an immediate family member (as defined above) with a serious health condition, as defined by the Family and Medical Leave Act (FMLA) of 1993;

c) To take medical leave when the employee is unable to work because of a serious health condition, as defined by the Family and Medical Leave Act (FMLA) of 1993.

3. Intermittent Leave

a) Leave under this section may be taken intermittently whenever medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

b) Use of intermittent leave under this section for birth or placement for adoption or foster care is subject to the Department Head's approval.

4. Accrued Time Off

Employees having vacation, personal days, or Holidays on the books may use such time before unpaid leave will begin. This paid leave will be considered as part of the twelve (12) week leave for the purposes of the FMLA. The Employer shall continue to pay all health insurance premiums it would normally pay had the employee been working.

SECTION 12.5: JURY DUTY LEAVE

An employee whose service on a jury occurs during hours that the employee would have been regularly scheduled to work shall receive full pay. The employee will remit to the County any payment received for jury duty.

SECTION 12.6: MILITARY LEAVE

The Employer will comply with all current state and federal laws relating to military leave and benefits.

ARTICLE XIII

HEALTH INSURANCE AND OTHER BENEFITS

SECTION 13.1: HEALTH, DENTAL AND VISION BENEFITS

The Employer will provide employees with coverage under the Blue Cross/Blue Shield Plan as amended from time to time; provided, however, the Employer reserves the right to change carriers, benefit levels or to self-insure as it deems appropriate, as long as the new basic coverage and basic benefits are similar to those in effect when this agreement is implemented.

Any employee wishing to waive the health benefits may do so by signing and filing the appropriate form in the Human Resources Department.

The Employer and the active employees shall share the cost of health, dental, and vision coverage as follows:

PPO	**Employer %**	**Employee %**
Single	90%	10%
EE + 1	80%	20%
EE + 2	80%	20%

HMO - Managed Care	**Employer %**	**Employee %**
Single	91 %	9%
EE + 1	88%	12%
EE + 2	87%	13%

The dollar amount of employee contributions will be adjusted on the renewal date (currently July 1) based upon the cost to the Employer and the cost sharing percentages set forth above.

Effective July 1, 2013, the PPO Employer and Employee contribution percentages (as shown above) will remain the same and the co-insurance percentage will change from 90% to 85% (90/10 to 85/15).

Effective July 1, 2013, the HMO Employer and Employee contribution percentages will be adjusted as shown below:

HMO - Managed Care	Employer %	Employee %
Single	90 %	10%
EE + 1	86%	14%
EE + 2	85%	15%

The dollar amount of employee contributions will be adjusted on the renewal date (currently July 1) based upon the cost to the Employer and the cost sharing percentages set forth above.

SECTION 13.2: ELIGIBILITY

Employees are eligible to enroll on the first day of the month following ninety (90) days of consecutive, active full-time employment.

SECTION 13.3: RETIREE MEDICAL BENEFITS

For the term of this bargaining agreement, the Employer will provide coverage to IMRF retirees who retire at age 55 or older after eight (8) years of service, until the retiree becomes eligible for Medicare. The Employer shall pay 20% of single coverage and 35% of employee plus one (1) and family coverage. The rates of all retirees shall be adjusted up or down by the same percentage as the Employer's premium for their class of coverage on the renewal date of each year (currently July 1).

SECTION 13.4: DEATH BENEFIT

The Employer will provide a Death Benefit in the amount of $10,000.00 at no cost to the employee. Employees are eligible to enroll on the first day of the month following ninety (90) days of consecutive, active full-time employment.

ARTICLE XIV

EMPLOYEE TRAINING AND EDUCATION

SECTION 14.1: GENERAL

The Employer and the Union recognize the need for training and development of employees in order that services are efficiently and effectively provided. The Employer and the Union recognize the desirability of providing opportunities for reasons of career advancement. In recognition of such principle, the Employer shall endeavor to provide employees with reasonable orientation with respect to current procedures, methods, techniques, materials, and equipment normally used in such employees work assignments and periodic changes therein.

SECTION 14.2: COMPENSATION

The Employer agrees to compensate all bargaining unit employees at straight time rate up to eight (8) hours per day or in accordance with FLSA guidelines, whichever is higher, for all training, schools, and courses which the Employer requires an employee to attend during off-duty hours. When an employee is required to use his/her own automobile, mileage reimbursement for sites farther than ten (10) miles one way shall be paid at the rate set by the Internal Revenue Service. Employees shall be reimbursed for one meal for every day of five (5) to ten (10) hours at the rate of $10.00 per meal. In the event that an employee needs to stay overnight at such training/school session, the Employer will pay the cost of lodging in accordance with past practice.

SECTION 14.3: EDUCATIONAL INCENTIVE

With Department Head prior approval, bargaining unit employees who voluntarily participate in an education and training program applicable to Employer interest shall be eligible to receive reimbursement for tuition, registration, and other items charged by the educational

institution incidental to the course. Expenses will be reimbursed upon providing certified proof of satisfactory course completion. Receipts are required for reimbursement.

ARTICLE XV

SAFETY

SECTION 15.1: COMPLIANCE WITH LAWS

In order to maintain safe working conditions, the Employer shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement.

SECTION 15.2: UNSAFE CONDITIONS

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued.

ARTICLE XVI

LABOR-MANAGEMENT MEETINGS

SECTION 16.1: LABOR-MANAGEMENT CONFERENCES

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate. Such meetings shall be scheduled within one week of either party submitting an agenda to the other, or at a time mutually agreed upon by the parties, and shall be limited to:

1. Discussion of the implementation and general administration of this Agreement;
2. A sharing of general information of interest to the parties;
3. The identification of possible health and safety concerns.

A Union representative and/or Union Stewards may attend these meetings. The Employer may assign appropriate management personnel to attend.

SECTION 16.2: PURPOSE

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

ARTICLE XVII

SUBCONTRACTING

SECTION 17.1: GENERAL POLICY

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, improved work product or emergency, provided such subcontracting will not cause the layoff or reduction in force of any bargaining unit employee.

ARTICLE XVIII

UNIFORMS AND EQUIPMENT

SECTION 18.1: UNIFORMS/BOOTS

The Employer will provide each employee with ten (10) work shirts and ten (10) pairs of work pants. Employees are required to wear the uniform at all times. Additionally, the Employer will provide each employee with one (1) pair of bib overalls, one (1) summer "Ike" jacket, one (1) pair of all purpose work gloves, one (1) winter jacket and one (1) pair of winter work gloves and one (1) pair of winter snow boots. The Employer shall provide six (6) raincoats (four (4) at the Government Center and two (2) at Valley Hi) to be used by Employees.

As the initial issue of these items becomes worn or is damaged as the result of work-related use, the Employer shall replace the item or items worn or damaged in a timely manner. There will be a semi-annual review and inventory of staff uniforms and gear, normally on April 1st and September 1st for wear and tear and scheduled replacement. The designated union steward shall attend the semiannual review and have the opportunity to provide input. When an employee leaves employment with the County, he or she shall return to the County all uniforms items issued by the Employer.

Safety shoes shall be worn by all Facilities Maintenance employees as a condition of employment and no employee will be permitted to work without such safety shoes, except as circumstances otherwise require. Safety shoes for employees shall meet the requirements established by OSHA. Casual style footware, such as canvas, slip-ons, and loafers are not acceptable footware even though constructed with steel-toes. The McHenry County Facilities Management Department shall initially provide each employee with one pair of safety shoes and will administer a replacement program at the Employers cost and will be discussed at a future labor management committee meeting.

Each employee shall be paid $200.00 per year by the Employer for the laundry and care of the uniforms. The first stipend of $100.00 shall be paid adjacent to the closest paycheck after January 1 and the second stipend of $100.00 shall be paid adjacent to the closest paycheck after July 1 of each year. Effective 12/1/09 the stipend will increase to $220.00 per year (2 equal payments of $110.00), effective 12/1/10 the stipend will increase to $230.00 per year (2 equal payments of $115.00) and effective 12/1/11 the stipend will increase to $250.00 per year (2 equal payments of $125.00).

SECTION 18.2: PROTECTIVE CLOTHING

The Employer shall provide all necessary items of protective clothing and safety gear, including first aid kits and a replenishment schedule will be implemented.

SECTION 18.3: TOOL ALLOWANCE

The Employer shall continue providing tools for all employees and those tools provided by the Employer, when damaged or worn, shall be replaced in a timely manner. The Employer will purchase all specialty tools necessary for the performance of the job. Those specialty tools shall remain the property of the Employer and, if deemed necessary, will be replaced when damaged or worn in a timely manner.

Those Employees who are currently providing their own hand tools necessary for the *performance of the job, will be provided tools by the Employer according to the following* schedule (Employees will be issued tools in seniority order):

1. **3 Employees to be provided tools no later than January 31, 2013**
2. **2 Employees to be provided tools no later than January 31, 2014**

The tools listing for Maintenance Technician I and Maintenance Technician II is attached (catalog numbers are for illustration purposes only).

ARTICLE XIX

VACANCIES

SECTION 19.1: POSITION VACANCY

A bargaining unit position vacancy is created when the Employer determines to increase the work force and to fill a new bargaining unit position or when any of the following personnel transactions take place in the bargaining unit, and the Employer determines to replace the previous incumbent: terminations, promotions, or demotions.

SECTION 19.2: POSTING

Whenever a bargaining unit position vacancy occurs in an existing job classification or as a result of the development of, or establishment of, a new job classification, a notice of such vacancy is to be posted on all bulletin boards for seven (7) working days. During this period, employees who wish to apply for the vacancy, including employees on layoff, may do so.

SECTION 19.3: SELECTION

Any bargaining unit employee may apply for a vacancy. Selection shall be based on seniority and qualifications, including such items as skill, experience, performance record and interpersonal skills. The County may also fill the vacancy from outside the bargaining unit, as the county deems appropriate, if the outside applicant possesses greater skill and ability, as reasonably determined by the County, than a present employee applying for the vacancy. In the event a bargaining unit employee and an outside applicant have equal skills and experience, the County will select the bargaining unit employee.

ARTICLE XX

MANAGEMENT RIGHTS

SECTION 20.1: GENERAL INFORMATION

It is understood and agreed that the Employer possesses the sole right and authority to operate and direct the employees of the Employer and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:

1. The right to determine its mission, policies, and set forth all standards of service offered to the public;
2. To plan, direct, schedule, control and determine the operations or services to be conducted by the employees of the Employer;
3. To determine the methods, means, and number of personnel needed to carry out the department's mission;
4. To supervise and direct the working forces;
5. To hire and assign or to transfer employees within the McHenry County Facilities Management Department;
6. To promote, suspend, discipline or discharge for just cause;
7. To lay off employees pursuant to the provisions of this Agreement;
8. To make, alter, publish and enforce rules and regulations, orders, policies and procedures;
9. To introduce new or improved methods, equipment or facilities;
10. To contract for goods and services;

11. To take any and all actions that may be necessary to carry out the mission of the Employer declared by the McHenry County Board or its designee, provided that no right enumerated herein shall be exercised or enforced in a manner contrary or inconsistent with the provisions of this Agreement;
12. To determine its overall budget.

ARTICLE XXI

NO STRIKE/NO LOCKOUT

SECTION 21.1: NO STRIKE

Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted refusal to perform overtime or mass absenteeism, during the life of this Agreement.

SECTION 21.2: NO LOCKOUT

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

SECTION 21.3: JUDICIAL RESTRAINT

Nothing contained herein shall preclude the Employer or the Union from seeking judicial restraint and damages in the event the other party violates this Agreement.

ARTICLE XXII

PERSONNEL RECORDS

The Employer shall follow the terms of the Illinois Personnel Record Review Act, 820 ILCS 40/0.01 et seq.

ARTICLE XXIII

PROHIBITION AGAINST DISCRIMINATION

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

ARTICLE XXIV

WAGES

December 1, 2012	2.50%
December 1, 2013	2.75%
December 1, 2014	3.00%

Starting rates:

	Dec 2012	Dec 2013	Dec 2014
Maintenance Worker I	$18.00	$18.30	$18.70
Maintenance Worker II	$19.50	$19.85	$20.25
Maintenance Worker III	$26.25	$26.75	$27.30

ARTICLE XXV

SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

ARTICLE XXVI

COMPLETE AGREEMENT

This contract represents complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours, or employment or other conditions of employment which shall prevail during the term hereof and any matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement, unless those matters or subjects were not within the reasonable contemplation of the parties at the time of negotiations.

ARTICLE XXVII

TERMINATION

This Agreement shall be effective as of the first day of July, 2012 and shall remain in full force and effect until the thirtieth day of November, 2015, whereupon it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement during the period of negotiations, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties have executed this Agreement this 20th day of NOV, 2012 in the County of McHenry, Illinois.

COUNTY OF McHENRY

Kenneth D. Koehler
Chairman, McHenry County Board

Robert M. Ivetic
Director, Human Resources

John Kelly, JD
Attorney at Law

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150

President/Business Manager

Deanna M. Distasio
Field Attorney/Organizer