

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 73**

**AND**

**COUNTY OF MCHENRY – CORONER’S OFFICE**

***DECEMBER 1, 2008 TO NOVEMBER 30, 2014***

**COUNTY OF MCHENRY  
LOCAL 73, CORONERS OFFICE  
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## **AGREEMENT**

This agreement is entered into by the County of McHenry, by its duly constituted County Board and the Corner of McHenry County, hereinafter referred to as the “Employer,” and the Service Employees International Union Local 73, hereinafter to be referred to as the “Union.”

## **PREAMBLE**

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining units, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees wages, hours and working conditions.

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

**ARTICLE I**  
**RECOGNITION**

**SECTION 1.1: UNIT DESCRIPTION**

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 employees in the titles of Deputy Investigators, Deputy Coroners, Secretaries, and Clerical.

**\*\*EXCLUDED:** All other supervisory, confidential and managerial employees as defined by the Illinois Public Labor Relations Act.

**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. The Employer and the Union agree to jointly petition the State Labor Board to seek the necessary unit clarification unless the parties can mutually agree on the addition of the classification to 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 or designee shall ask for and obtain permission before leaving his/her job in order to conduct Union business. The Steward or designee will ask for and obtain permission from the Department Head of any employee with whom he/she wishes to carry on Union business.

Reasonable time while on duty shall be permitted to a Union Steward or designee for the purposes of aiding or assisting or otherwise representing employees in processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

#### **SECTION 2.2: UNION BULLETIN BOARD**

The Employer shall provide a Union bulletin board. The board 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.

#### **SECTION 2.3: NOTIFICATION OF REPRESENTATIVES**

The Union shall notify the Employer of the election/appointment of officers and stewards.

## **SECTION 2.4: UNION NEGOTIATING TEAM**

Up to two (2) members designated as being on the Bargaining Unit's negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated bargaining unit member on the negotiating team is in regular day-off status on the day of negotiations, he/she will not be compensated for attending the session.

## **SECTION 2.5: TIME OFF FOR UNION ACTIVITIES**

Subject to the operational requirements of the Coroner's Office, no more than two (2) union members shall be allowed time off without pay for legitimate union business, such as union meetings or union training programs provided such representative gives reasonable prior notice to the Coroner, such request(s) shall not be unreasonably denied. The employee may utilize accrued Vacation, Personal, or Compensatory Time in lieu of the employee taking time off without pay.

## **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 union membership dues, assessments, or fees.

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of any 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 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.

Upon request the Employer will provide a list of employees of the Coroner's office including name, whether they are dues or fair share paying, address and phone number.

#### **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, 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 specified 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 benefits.

The Union agrees 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.

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 submit in writing to the Secretary Treasurer of their objections.

### **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.

**SECTION 3.4: C.O.P.E.**

The Employer agrees to deduct from the pay of those employees who individually request voluntary contributions to the SEIU 73 C.O.P.E. Fund. The Union shall notify the Employer in writing of the amount that is to be deducted from the employee's paycheck. Such deductions shall be remitted to the Union on a semi-monthly basis.

## ARTICLE IV

### **MANAGEMENT RIGHTS**

It is understood and agreed that the Coroner possesses the sole right and authority to operate and direct the employees of the Coroner's Office in all aspects, including, but not limited to, all rights and authority exercised by the Coroner 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 Coroner's Office;
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 Coroner's Office;
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 Coroner's Office;
12. To determine its overall budget.

## **ARTICLE V**

### **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, or disability.

#### **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 employees because of lawful Union membership or non-membership activity or status.

## **ARTICLE VI**

### **VACANCIES**

#### **SECTION 6.1: 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, demotions, retirement, death, or resignation.

#### **SECTION 6.2: 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 County website and in the Human Resources Office for at least five (5) working days. During this period, employees who wish to apply for the vacancy, including employees on layoff, may do so.

The Employer further agrees that any vacancy within the Coroner's Office that is covered by Article I of this agreement shall be posted three (3) days prior to Human Resources posting the job anywhere else.

## **ARTICLE VII**

### **SENIORITY**

#### **SECTION 7.1: SENIORITY DEFINED**

As used herein, the department seniority, and classification seniority terms shall be referred to and be defined as the Employee's continuous length of service or employment in the Coroner's Department, the bargaining unit, and the classification respectively.

#### **SECTION 7.2: 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 scheduled work days without proper notification and authorization. However, if an employee returns to work in any capacity for the Employer within three (3) months, the break in continuous service shall be removed from his/her record.

#### **SECTION 7.3: 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 7.4: PROBATIONARY EMPLOYEES**

An employee is probationary for the first six (6) calendar months of employment. The probationary period may be extended up to a six (6) month period by mutual agreement of the parties. 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 VIII**

### **LAYOFF AND RECALL**

#### **SECTION 8.1: DEFINITION AND NOTICE**

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the Union at least thirty (30) days notice of any layoffs except in emergency situations wherein such period of notice may be reduced.

#### **SECTION 8.2: GENERAL PROCEDURES**

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

#### **SECTION 8.3: 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 IX**

### **DISCIPLINARY POLICY AND PROCEDURES**

#### **SECTION 9.1: GENERALLY**

The Coroner's Office expects its employees to acquaint themselves with the performance criteria for their particular job and with all applicable rules, procedures and standards of conduct. The Coroner's Office expects its employees to perform their job duties in a satisfactory manner, maintain a high level of professionalism, and conduct themselves in an honest and efficient manner at all times.

#### **SECTION 9.2: EMPLOYEE DISCIPLINE**

The parties agree 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.

Pursuant 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.

Any disciplinary action or measure imposed upon a non-probationary employee may be processed as a grievance through the regular grievance procedure. Probationary employees are "at-will" employees, subject to discipline or discharge without recourse to the grievance procedure.

### **SECTION 9.3: 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 X**

### **GRIEVANCE PROCEDURE**

#### **SECTION 10.1: 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 10.2: 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 10.3: GRIEVANCE STEPS**

##### **STEP ONE: DIRECTOR OF HUMAN RESOURCES**

The Union may submit a written grievance to the Director of Human Resources 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 Director of Human Resources or designee shall schedule a conference within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The Director of Human Resources or designee shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the Director of Human Resources or

designee shall respond to the grievance in writing within ten (10) business days of receipt of the appeal.

### **STEP TWO: CORONER**

If the grievance remains unsettled at Step One, the Union may advance the written grievance to the Coroner within ten (10) business days of the response in Step One or when such response was due. The Coroner 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 Coroner or designee shall submit a written response within ten (10) days of the conference. If the conference is not scheduled, the Coroner or designee shall respond to the grievance in writing within ten (10) business days of receipt of the appeal.

### **STEP THREE: ARBITRATION**

If the grievance remains unsettled after the response in Step Two, 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 winner of a coin toss shall determine who strikes first. The parties shall alternately strike the names of Arbitrators. 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.

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. The parties will equally share the cost of the Arbitrator's copy of the transcript. 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 10.4: 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 10.5: 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, if the Employer does not respond then the grievance shall be deemed to be settled based on the Union's answer at the previous step. Except that the parties may, in any individual case (except discharge cases), extend this limit by agreement of the parties.

#### **SECTION 10.6: 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 XI**  
**HOLIDAYS AND PERSONAL DAYS**

**SECTION 11.1: HOLIDAYS**

Regular full-time employees shall receive holidays with pay each year as established by Resolution of the McHenry County Board.

Employees regularly scheduled to work on a holiday will receive either:

- Equivalent time off within the following appropriate pay period at a time convenient to the employee and consistent with the department needs.
- Employees who are scheduled to work on a recognized holiday will receive holiday pay plus wages at their straight-time rate for the hours worked on the holiday unless the hours worked exceeds 40 hours a week when overtime shall apply.

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

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

**SECTION 11.2: HOLIDAY OBSERVANCE**

Holidays for all members of the bargaining unit will be observed on the actual calendar date of the holiday. Management and the union agree that any deviation from this language will be by agreement through the labor management process.

### **SECTION 11.3: PERSONAL DAYS**

Employees shall receive three (3) personal days each 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 earn one (1) personal day for every four (4) months of service in his/her first calendar year of employment. After an employee's first anniversary date, personal days are awarded at the beginning of every calendar year (January 1<sup>st</sup>). Except for emergency situations that preclude the making of prior arrangements, employees shall submit a request to the Coroner for approval at least one (1) working day in advance as to not adversely impact the operational needs of the Coroner's Office.

Unused personal leave is not cumulative and cannot be carried over from one calendar year to the next. Personal days not used in a 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 XII**

**VACATIONS**

**SECTION 12.1: 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:

<b><u>Years of Service</u></b>	<b><u>Vacation Days Earned per Month</u></b>
Completion of ETP through year 5	.83 days (10 days per year)
Beginning year 6 through year 10	1.25 days (15 days per year)
Beginning year 11 and greater	1.67 days (20 days per year)

Regular part-time employees accrue vacation time on a pro rata basis.

Employees will begin earning the new accrual rate on his or her anniversary date of six (6) and eleven (11) 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, “month” is defined as any calendar month in which the employee has been employed at least fifteen (15) calendar days.

Employees accrue paid vacation time on a monthly basis, (when automated, accrual will be on a bi-weekly, twenty-four (24) cycle basis) and may use only time already accrued.

**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:

<b>Years of Service</b>	<b>Annual</b>	<b>150% Maximum Limit</b>
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

At the discretion of the Coroner, employees may use vacation time in the calendar year it will be earned but prior to the actual accrual 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.

**SECTION 12.2: VACATION USAGE**

1. A vacation day shall not be charged should a designated holiday fall during an employee’s scheduled vacation period.
2. All employees may submit, in writing for approval, (by a date specified by the Coroner) a schedule of desired vacation dates. Conflicts in scheduling will be resolved in favor of the employee with the most seniority. No employee shall be entitled to priority in selecting his/her vacation for more than two weeks.

**SECTION 12.3: 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 the employee's designated life insurance beneficiary or, if none, the employee's estate.

**ARTICLE XIII**

**SICK LEAVE**

The sick leave program enables regular full-time employees to accrue benefit time to be used when the employee is incapacitated due to a non-work related illness, injury, or disability, or in conjunction with an approved family medical leave. If an employee has accrued sick leave benefits, the employee will be paid for approved absences that occur during the employee’s normally scheduled work hours.

**SECTION 13.1: SICK LEAVE ACCRUAL**

Regular full-time employees accrue sick leave according to the schedule below.

Employees shall accrue sick leave as follows: Employees earn sick leave on a monthly basis, (when automated, accrual will be on a bi-weekly, twenty-four (24) cycle basis) and may use only time already earned. Employees will begin earning the new accrual rate on their anniversary date of eleven (11) and sixteen (16) years.

<u>Years of Service</u>	<u>Sick Days Earned per Month</u>
Date of hire through year 10	1 day (12 days per year)
Beginning year 11 through year 15	1.25 days (15 days per year)
Beginning year 16 and greater	1.67 days (20 days per year)

For the purposes of this section, “month” is defined as any calendar month in which the employee has been, or will have been, employed at least fifteen (15) days.

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 more than

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 the Coroner 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.

Sick pay for hours not worked is excluded when computing overtime for that week. Sick leave is not earned during any personal leave of 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 Coroners 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 Coroner reserves the right to require an employee using sick leave to be examined by a physician appointed by the Coroner at the County's expense.

The Coroner and SEIU Local 73 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 13.2: 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 XIV**

### **LEAVES OF ABSENCE**

#### **SECTION 14.1: FUNERAL LEAVE**

When death occurs in the immediate family of any bargaining unit employee, said employee shall be granted up to 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, grandchildren, niece, nephew, brother-in-law and sister-in-law.

Employees will be allowed two (2) hours, without loss of pay, bereavement leave to attend the funeral of a co-worker; four (4) hours if the employee is a pall bearer.

An employee must notify the Coroner 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 14.2: JURY DUTY**

Employees are expected to honor all subpoenas for jury duty.

Employees are to notify the Coroner immediately upon receipt of a jury notice so that arrangements can be made to cover their assignments.

Regular full-time and regular part-time employees required to report for jury duty or jury service will receive full pay for time not worked while serving on jury duty for the term of the jury service, provided they turn their jury pay over to the McHenry County Treasurer. Any money received specifically for travel, meals, and/or lodging expenses may be retained by the employee.

### **SECTION 14.3: UNPAID LEAVE OF ABSENCE**

Regular full-time employees who have completed their Employee Training Period may request an Unpaid Personal Leave of Absence for compelling or urgent reasons (not for outside employment) for a period not to exceed twelve (12) weeks. The leave is granted at the discretion of the Coroner, and shall not be unreasonably denied.

Requests for an unpaid leave of absence must be submitted in writing to the Coroner as far in advance as practical. The request shall state the reasons for the leave of absence and the requested length of time. Employees may request that the exact nature of the request be kept confidential.

The Coroner and Director of Human Resources shall review the request and recommend either approval or disapproval of the request, based on the needs of the department, the availability of temporary substitute employees, and the reason for the request.

While on an unpaid leave of absence of thirty (30) days or more, vacation and sick leave accrual cease. The employee is ineligible for holiday pay during the leave of absence.

Employees may continue to participate in the County's Group Health Insurance Program during an unpaid leave of absence with payment of the full monthly premiums (employer and employee share). Arrangements are to be made with the Human Resources Department. Failure to make such arrangements, or regularly scheduled premium payments at the beginning of each month, will result in cancellation of benefits. If a benefit is canceled, the rules and regulations of the carrier shall apply when the employee returns and seeks such coverage.

If an unpaid leave of absence is granted, regardless of its duration, there is no guarantee that the employee's job will remain unfilled or that the position will not be eliminated or changed by reorganization. If the employee's job is still vacant upon the conclusion of the leave of absence, the employee shall resume the position with the same status. Employees must understand that there is no guarantee of reinstatement to any position in the Coroner's Office upon completion of the leave.

Failure of the employee to report for duty at the expiration of the leave shall result in termination.

#### **SECTION 14.4: FMLA**

FMLA leave will be granted in accordance with McHenry County Personnel Policy and in compliance with Federal and State law.

#### **SECTION 14.5: MILITARY LEAVE**

Military leave will be granted in accordance with McHenry County Personnel Policy and in compliance with Federal and State law.

## **SECTION 14.6: VESSA LEAVE**

VESSA leave will be granted in accordance with McHenry County Personnel Policy and in compliance with Federal and State law.

**ARTICLE XV**

**HEALTH INSURANCE AND OTHER BENEFITS**

**SECTION 15.1: HEALTH, DENTAL AND VISION BENEFITS**

The Employer will provide full-time 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 substantially the same 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:

<b>PPO</b>	<b>Employer %</b>	<b>Employee %</b>
Single	90%	10%
EE + 1	80%	20%
EE + 2	80%	20%

<b>HMO - Managed Care</b>	<b>Employer %</b>	<b>Employee %</b>
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.

## **SECTION 15.2: ELIGIBILITY**

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

## **SECTION 15.3: 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 twenty (20) years of service, until the retiree or any dependent 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 15.4: 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 XVI**

### **SECONDARY EMPLOYMENT**

#### **SECTION 16.1. NOTIFICATION OF SECONDARY EMPLOYMENT**

All Employees before holding secondary employment shall notify the Coroner, or his designee, of the place of employment, address, phone number, supervisor's name and hours of employment so that the Employee may be reached in an emergency. Employee shall notify the Employer when terminating their secondary employment for which the original notice was given.

#### **SECTION 16.2. SECONDARY EMPLOYMENT PROHIBITIONS**

The parties recognize that it is in the best interest of the citizens of McHenry County to have an alert and non-distracted work force. More specifically, the jobs for which Employees of the Coroner's Office shall be prohibited from working and shall include the following:

- (a) Where the hours worked cause the Employee, such fatigue that he/she is unable to properly perform his/her job duties; no employee will be permitted to work more than twenty-four (24) hours per week without prior approval of the Coroner;
- (b) Where a genuine and legitimate conflict of interest with his or her job duties and which affects the operation of the Coroner's Office;
- (c) Where the type of secondary employment is prohibited by law;
- (d) Where the Employee is employed or engaged in criminal matter or in civil

matters which directly conflict with the Coroner's Office.

## ARTICLE XVII

### WORKDAY AND WORKWEEK

#### **SECTION 17.1: DEPUTY CORONER, DEPUTY INVESTIGATOR**

1. The normal workweek is Sunday through Saturday and is 40 hours in a seven day period.
2. Normal workweek in-office hours are 8:00 a.m. to 4:30 p.m. Employees are scheduled for four (4) days in-office per week (32 hours).
3. For each day during the normal workweek one (1) employee will be designated as primary and one (1) employee will be designated as secondary (back-up) for on-call purposes.
4. The designated primary employee for each day will be in-office (8:00 a.m. to 4:30 p.m.) and be the primary on-call individual for the period of 4:30 p.m. to 8:00 a.m.
5. The designated secondary (back-up) employee for each day will be in-office (8:00 a.m. to 4:30 p.m.) and be the secondary on-call individual for the period of 4:30 p.m. to 8:00 a.m.
6. When an employee is not scheduled for four (4) days as either primary or secondary within the normal workweek, the employee will be required to select one (1) additional day (Monday through Friday) to be in-office (8:00 a.m. to 4:30 p.m.) so to satisfy the requirement of having four (4) days in-office per week (32 hours).
7. Fifth (5<sup>th</sup>) workday (on-call compensation). During the time period (4:30 p.m. to 8:00 a.m.) that the primary employee or secondary employee responds to either a call to a scene or conducts business via phone, time

worked up to 8.0 hours will be considered the employees fifth (5<sup>th</sup>) workday during that week (thus yielding 40 hours/week).

8. In addition to the on-call compensation provided in Paragraph 7 (above), any work (phone call or on-scene) performed during the on-call period (4:30 p.m. to 8:00 a.m. the next day) for both primary and secondary employees will be recorded and compensated in 15 minute intervals.

Quarter Hour = .25

Half Hour = .50

Three Quarter Hour = .75

#### **SECTION 17.2: SECRETARIES, CLERICAL**

1. The workweek consists of the period from Sunday through Saturday and shall be five (5) consecutive days, normally Monday through Friday.
2. The normal workday will be from 8:00 a.m. to 4:30 p.m.

#### **SECTION 17.3: LUNCH/REST PERIODS**

1. Employees scheduled for the normal workday of 8:00 a.m. to 4:30 p.m. will be granted the following:
  - A. Two (2) fifteen (15) minute paid breaks, one in the a.m. and one in the p.m. The a.m. break must be taken prior to 10:30 a.m. and the p.m. break must be taken prior to 3:00 p.m.
  - B. A one (1) hour lunch period which must be taken between 11:00 a.m. and 2:00 p.m. Thirty (30) minutes of the lunch period shall be paid for by the Employer, and the remaining thirty (30) minutes of the lunch period shall be unpaid.

2. Employees scheduled to work one-half ( $\frac{1}{2}$ ) day will be granted one (1) fifteen (15) minute break.

#### **SECTION 17.4: DUTY TRADES**

Employees may trade duty shifts, including on-call assignments with one another. Requests for such trades shall be made in writing to the Coroner. This written request shall state the details and time of the switch and shall be submitted at least forty-eight (48) hours prior to the date of the desired shift trade. No request to trade shifts shall be unreasonably denied. No shift trade shall alter the work schedule for purposes of the Fair Labor Standards Act (FLSA). The person requesting the trade shall have ultimate responsibility for the coverage of the shift.

#### **SECTION 17.5: OVERTIME**

1. Employees will be paid at their regular hourly rate for work in excess of thirty seven and one half (37.5) hours per week but less than forty (40) hours in a seven (7) day workweek.
2. Employees will be paid at the rate of one and one half ( $1 \frac{1}{2}$ ) times their regular hourly rate for work in excess of forty (40) hours in a seven (7) day workweek.
3. For the purpose of calculating overtime, vacation hours, holidays, personal days, and compensatory time shall be counted as time worked.

#### **SECTION 17.6: COMPENSATORY TIME**

1. In order to receive compensatory time off, a non-exempt employee and the Coroner must mutually agree that the employee will receive compensatory

time off in lieu of compensation prior to the performance of any overtime work.

2. An employee earns one (1) hour of compensatory time off for each hour worked in excess of thirty-seven and one half (37.5), but less than forty (40). For each hour worked beyond forty (40) in a workweek, an employee earns one and one half (1.5) hours of compensatory time off for each hour worked.
3. Employees shall submit a written request for compensatory time usage to the Coroner for approval at least one (1) day in advance.
4. Compensatory time shall be taken in a minimum of one (1) hour increments unless otherwise authorized by the Coroner.
5. Vacation, sick, and personal time requests will take precedence over compensatory time use requests in granting approval of compensatory time use.
6. 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 15<sup>th</sup> 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.

#### **SECTION 17.7: PERSONAL VEHICLE USE**

An employee, being directed by the Coroner to perform duties of the Coroner's Office, may be required to use his/her personal vehicle to respond to dispatches or calls for the Employer if such response is necessitated in the event of a response requiring

the attention of more than two (2) on-call deputy coroners or in the event of an emergency. If an Employee is required to use his/her personal vehicle, the Employer shall be responsible for reimbursing the Employee for mileage at the appropriate IRS-approved rate and for any damage or cleaning incurred by the Employee to his/her own vehicle as a result of the required response.

## ARTICLE XVIII

### UNIFORMS

#### SECTION 18.1: UNIFORMS

The Coroner's Office will provide each Deputy Coroner and Deputy Coroner/Secretary with:

- Four (4) short sleeve polo shirts (#61164\* women/#41060\* men)
- Four (4) long sleeve polo shirts (#42056\*)
- Four (4) pairs of tactical pants (#64358\* women/#74273\* men)
- One (1) 1 ½ inch wide belt (#59409\*)
- One pair A.T.A.C. side zip boots at least 6 inches high (#120012\*)

The Coroner will also provide each Deputy Coroner with the following:

- One (1) long reversible high visibility raincoat (#48125\*)
- One (1) winter parka (#48001\*)
- One (1) winter watch cap (#89250\*)

The Coroner will provide disposable coveralls and gloves for use as needed.

As the initial issue of these items becomes worn or is damaged as a result of work reflected use, the Coroner will replace the item or items worn or damaged in a timely manner.

\*Item number reflect current product numbers from a 5/11 Tactical company product line and rare referenced for illustration purposes.

**ARTICLE XIX**  
**SUBCONTRACTING**

**SECTION 19.1: GENERAL POLICY**

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

## **ARTICLE XX**

### **SAFETY**

#### **SECTION 20.1: 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 20.2: 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 the Coroner who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued.

#### **SECTION 20.3: MEDICAL TREATMENT AND INOCULATIONS**

Any employee who is exposed or comes into contact with any blood born pathogen, disease, or airborne virus and/or any other medical exposure which can cause harm to the bargaining unit member or anyone else they come into contact with (family members, partners, etc.), shall be able to obtain medical treatment at the employers cost.

The employer agrees to pay all expenses for inoculation or immunization shots for the employee and for members of the employees family when medically required as a result of said employee's exposure to contagious diseases where said bargaining unit members have been exposed to said disease in the course of employment.

## **SECTION 20.4: TRAINING**

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.

The Coroner's Office will pay the cost of required training and employees shall be paid (regularly hourly rate) for attendance. Any employee expense(s) incurred shall be paid in accordance with the McHenry County Travel Policy.

## **ARTICLE XXI**

### **LABOR-MANAGEMENT MEETINGS**

#### **SECTION 21.1: 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 21.2: 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 XXI

### PERSONNEL RECORDS

#### **SECTION 22.1: PERSONNEL RECORDS**

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

#### **SECTION 22.2: REMOVAL OF DISCIPLINE**

Any oral or written discipline, not including suspension, placed in an employee's file will be removed from the file after one (1) year, if there has been no recurrence of the type of conduct giving rise to the discipline.

#### **SECTION 22.3: REJOINDER**

An employee may file a written rejoinder in their personnel file concerning any material in their personnel file.

## **ARTICLE XXIII**

### **NO STRIKE/NO LOCKOUT**

#### **SECTION 23.3.1: 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 23.2: 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 23.3: 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 XXIV**  
**WAGES/COMPENSATION**

The wages/compensation contained herein are in accordance with Arbitrator Stephen B. Goldberg decision and award issued on May 8, 2012.

**SECTION 24.1: WAGES/COMPENSATION**

1. Effective December 1, 2008 wage rates covered by this agreement will be increased by 3% with retro pay for the period December 1, 2008 to November 30, 2009 (County had increased wages by 3%) no additional retro pay.
2. Effective December 1, 2009 wage rates covered by this agreement shall be increased by 3.50% (County had increased wages by 2%) with retro pay of 1.50% (3.50% - 2%) for the period of December 1, 2009 to November 30, 2010.
3. Effective December 1, 2010 wage rates covered by this agreement shall be increased by 3% (County had increased wages by 0%) with retro pay of 3% for the period of December 1, 2010 to November 30, 2011.
4. Effective December 1, 2011 wage rates covered by this agreement shall be increased by 3.25% with retro pay of 3.25% or the period December 1, 2011 to November 30, 2012.
5. Effective December 1, 2012 wage rates covered by this agreement shall be increased by 3.25%.
6. Effective December 1, 2013 wage rates covered by this agreement shall be increased by 3.25%.

## **SECTION 24.2: EQUITY ADJUSTMENT FOR SECRETARY/DEPUTY CORONER**

1. Effective December 1, 2008 the Deputy Coroner/Secretary shall receive an equity adjustment of an additional \$1.41 per hour.
2. Effective December 1, 2009 the Deputy Coroner/Secretary shall receive an equity adjustment of an additional \$1.41 per hour.
3. Effective December 1, 2010 the Deputy Coroner/Secretary shall receive an equity adjustment of an additional \$1.41 per hour.
4. Effective December 1, 2011 the Deputy Coroner/Secretary shall receive an equity adjustment of an additional \$1.41 per hour.
5. The Deputy Coroner/Secretary shall not be entitled to receive the annual percentage wage increases noted in Section 24.1 for the years beginning December 1, 2008, December 1, 2009, December 1, 2010, and December 1, 2011. The Deputy Coroner/Secretary shall be entitled to receive the annual percentage increases required by Section 24.1 for all other years covered by this contract.

## **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 negotiation.

## **APPENDIX A**

### **GROUP HEALTH INSURANCE REOPENER**

The Group Health Insurance Reopener contained herein is in accordance with Arbitrator Stephen B. Goldberg's decision and award issued on May 8, 2012.

The parties shall reopen the contract for the limited purpose of engaging in good faith negotiations over the PPO and HMO premium payments to be paid by the employees for the periods of July 1, 2013 to June 30, 2014 and July 1, 2014 to June 30, 2015. This reopener shall be initiated at the Employer's request once the Employer's cost in providing health insurance benefits can be determined and any impasses in these negotiations shall be resolved pursuant to Section 14 of the IPLRA.

## ARTICLE XXVII

### DURATION AND SIGNATURE

#### **SECTION 27.1: TERM OF AGREEMENT**

This Agreement shall be effective from December 1, 2008 and shall remain in full force and effect until November 30, 2014. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than one-hundred and eighty (180) days nor less than one-hundred twenty (120) days prior to expiration. 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.

#### **SECTION 27.2: CONTINUING EFFECT**

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

#### **SECTION 27.3: PROCEDURE ON NOTICE OF TERMINATION**

The parties agree that if either side decides to reopen negotiations upon termination, making any changes in the Agreement, the other party may so notify the other at least one-hundred twenty (120) days and no more than one-hundred and eighty (180) days prior to the expiration of the Agreement or the extension thereof. In the event such notice to negotiate is given, then the parties shall meet not later than ten (10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purposes of negotiation. All notices provided for in this

Agreement shall be served upon the other party by registered mail, return receipt requested.

IN WITNESS THEREOF, the parties hereto have affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

COUNTY OF MCHENRY

SERVICE EMPLOYEES  
INTERNATIONAL UNION LOCAL 73

\_\_\_\_\_  
Marlene Lantz  
McHenry County Coroner

\_\_\_\_\_  
President/Business Manager

\_\_\_\_\_  
Kenneth D. Koehler  
Chairman, McHenry County Board

\_\_\_\_\_  
Wayne Lindwall  
Field Attorney/Union Representative

\_\_\_\_\_  
Robert M. Ivetic  
Director, Human Resources

\_\_\_\_\_  
Negotiating Team

\_\_\_\_\_  
John Kelly, JD  
Attorney at Law

\_\_\_\_\_  
Negotiating Team