COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 73

AND

COUNTY OF MCHENRY – CORONER'S OFFICE

DECEMBER 1, 2014 TO NOVEMBER 30, 2018

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, and Secretary/Deputy Coroner.

**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.

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 compensation. 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.

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 advise the Employer of 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 the 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 shall periodically advise the Employer of the amount of the fair share fee. That amount 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

SENIORITY

SECTION 6.1: 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 Office, the bargaining unit, and the classification respectively.

SECTION 6.2: 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.

SECTION 6.3: SENIORITY LIST

Once each year, the Employer shall post a seniority list for the Coroner's Office 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 6.4: 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 at the discretion

of the Coroner. 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 VII

LAYOFF AND RECALL

SECTION 7.1: DEFINITION AND NOTICE

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the Union at least fourteen (14) days' notice of any layoffs except in emergency situations wherein such period of notice may be reduced.

SECTION 7.2: 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 VIII

DISCIPLINARY POLICY AND PROCEDURES

SECTION 8.1: GENERALLY

The Coroner's Office requires 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 8.2: 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 may 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 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. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present for such discussions.

Probationary employees are "at-will" employees, subject to discipline or discharge without recourse to the grievance procedure.

ARTICLE IX

GRIEVANCE PROCEDURE

SECTION 9.1: GRIEVANCE DEFINED

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

SECTION 9.2: 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) 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 9.3: 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 or within ten (10) business days of the Union obtaining 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 the Federal Mediation and Conciliation Service 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. 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. If either party desires a verbatim record of the proceedings, it may cause such to be made, provided it pays for its own copy of the record. The parties will equally share the cost of the Arbitrator's copy of the transcript.

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 upon 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 9.4: 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 9.5: 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 9.6: 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 X

HOLIDAYS AND PERSONAL DAYS

SECTION 10.1: HOLIDAYS

Only full-time employees shall receive holidays with pay each year as established by Resolution of the McHenry County Board. Employees shall receive 7.5 hours of holiday pay which represents the hours of their normal work day.

No employees shall be scheduled to work on holidays except for "On Call" duty. Employees who are scheduled to work on a recognized holiday will receive holiday pay plus their wages at their straight-time hourly rate for the hours worked on the holiday. To be eligible for holiday pay, an employee must work on the last scheduled work day before the holiday; and the first scheduled workday after the holiday; unless the employee is utilizing pre-approved personal time or vacation days.

SECTION 10.2: PERSONAL DAYS

Employees shall receive two (2) 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 six (6) 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 1st). 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. The

Coroner shall grant such requests except when doing so would 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. There shall be no payment for unused personal days upon termination of employment.

ARTICLE XI

VACATIONS

SECTION 11.1: VACATION ACCRUAL

All vacation is computed on continuous County employment. Employees shall accrue paid vacation days, on a pro rata basis, in accordance with the following:

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 pay period following the completion of five (5) and ten (10) years. Upon 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 cycle basis), and may use only time already accrued.

Accrual Limits: Employees are allowed to accrue, and, therefore, carry over, 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

At the discretion of the Coroner, employees may use vacation time in the calendar year in which 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 11.2: 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 11.3: 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 at least thirty-one (31) days after his/her final payroll check at the termination of his/her employment.

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 XII

SICK LEAVE

The sick leave program enables 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 12.1: SICK LEAVE ACCRUAL

Employees shall accrue sick leave as follows: Employees earn sick leave on a pay period by pay period basis (twenty-six pay period (26) cycle basis) and may use only time already earned. Employees will earn twelve (12) sick leave days each year of employment. 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.

Employee hired before 12/1/2015 shall be allowed to accrue up to 240 sick days. Employees hired after 11/30/15 shall be allowed to accrue up to 180 sick days. Employees cannot begin a fiscal year with more than 240 or 180 days. Employees who have accrued more than 240 or 180 sick days as of December 1 of each year will be paid for this unused sick leave. Earned sick days in excess of the 240 or 180 will be converted at five (5) sick days in exchange for one (1) regular day.

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 abuse.

SECTION 12.2: 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 XIII

LEAVES OF ABSENCE

SECTION 13.1: FUNERAL LEAVE

Regular full-time and regular part-time employees will be allowed bereavement leave, without loss of pay, to attend the funeral of a husband, wife, son, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, mother, mother-in-law, father, father-in-law, grandchildren, grandparents, grandparents-in-law, step-mother, step-father, or step-children of a current marriage. 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.

Per County Policy, 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 13.2: JURY DUTY

Employees are expected to honor all subpoenas for jury duty unless such service would be an undue burden to office staffing and arrangements have been made by the

Coroner with the Court. Employees shall receive copies of appropriate documentation regarding such arrangements.

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

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 Payroll. Any money received specifically for travel, meals, and/or lodging expenses may be retained by the employee.

SECTION 13.3: UNPAID LEAVE OF ABSENCE

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, 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 13.4: FMLA

FMLA leave will be granted in accordance with McHenry County Personnel Policy and in compliance with Federal and State law. The County's Personnel Policy shall not provide rights or benefits that are less than what is required by Federal and State law.

SECTION 13.5: MILITARY LEAVE

Military leave will be granted in accordance with McHenry County Personnel Policy and in compliance with Federal and State law. The County's Personnel Policy shall not provide rights or benefits that are less than what is required by Federal and State law.

SECTION 13.6: VESSA LEAVE

VESSA leave will be granted in accordance with McHenry County Personnel Policy and in compliance with Federal and State law. The County's Personnel Policy shall not provide rights or benefits that are less than what is required by Federal and State law.

ARTICLE XIV

HEALTH INSURANCE AND OTHER BENEFITS

SECTION 14.1: 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:

1. Effective January 1, 2016, the HMO and PPO cost-sharing percentage will be:

HMO	Employer	Employee
EE Only	88%	12%
EE + 1	83%	17%
Family	83%	17%

All PPO Plans	Employer	Employee
EE Only	85%	15%
EE + 1	80%	20%
Family	80%	20%

2. Effective January 1, 2017, the HMO and PPO cost-sharing percentages will be:

HMO	Employer	Employee
EE Only	85%	15%
EE + 1	80%	20%
Family	80%	20%

All PPO Plans	Employer	Employee
EE Only	85%	15%
EE + 1	80%	20%
Family	80%	20%

If the employer is required to pay an excise tax or penalty under the Affordable Care Act (ACA) or any similar state or federal legislation or regulation for any coverage option, then the employee's monthly insurance contributions will be increased on a dollar-for-dollar basis to offset the amount of the tax/penalty paid by the Employer.

Notwithstanding the above, it is understood and agreed that the Employer may make necessary changes so such coverage will (1) comply with the Affordable Care Ace and any other federal or state health care laws; (2) not result in the imposition, directly or indirectly, of an excise tax for high-cost coverage ("Cadillac Tax") under the ACA or any similar state or federal legislation or regulation; or (3) ensure the Employer is not subject to any penalties or fees because employees are eligible to obtain insurance through a health insurance exchange in accordance with the ACA or any federal or state health care law(s). If such changes are deemed reasonably necessary by the Employer, the Employer will provide the Union with written notice and an opportunity to discuss the changes provided such discussions shall not operate to delay the Employer's implementation of such changes.

Nothing herein shall be construed as limiting the Employer's right to offer alternative medical plans to bargaining unit employees and their eligible dependents on a voluntary basis. The Employer reserves the right to determine and modify the terms and conditions of such alternative plans, including but not limited to benefit levels and premium contributions.

SECTION 14.2: ELIGIBILITY

A non-exempt, full-time employee is eligible to enroll on the first day of the month following sixty (60) days of consecutive, active full-time employment. Enrollment must occur within 10 days of the eligibility date or coverage may be denied. Employees who do not initially enroll in the group health and/or dental program upon starting with the County may do so only during the annual enrollment period or in the event of a Qualifying Life Event (i.e. marriage, divorce, birth of a child). Proper documentation must be provided to the County's Human Resources Department in order for enrollment changes to be effective due to a Qualifying Life Event.

SECTION 14.3: RETIREE MEDICAL BENEFITS

For the term of this bargaining agreement, the Employer will provide coverage to IMRF Tier 1 retirees who retire at age 55 or older after eight (8) years of service. For the term of this bargaining agreement, the Employer will provide coverage to IMRF Tier 2 retirees who retire at age 62 or older after ten (10) years of service. The Employer shall pay 20% of single coverage and 35% of employee plus one (1) and family coverage until the retiree and/or their dependent obtains Medicare eligibility. 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.

Employees shall provide written notice of their intent to retire at least six (6) months prior to the designated date or retirement.

SECTION 14.4: 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 for additional insurance on the first day of the month following sixty (60) days of consecutive, active full-time employment. Payment of the death benefit will be made pursuant to the terms of the insurance policy.

SECTION 14.5: PENSIONS

The Employer shall continue to contribute on behalf of the Employees to the Illinois Municipal Retirement Fund in the amount the Employer is required to under State Statues.

SECTION 14.6: IRS SECTION 125 PLAN

The County will maintain an IRC Section 125 Plan whereby employees will be able to pay for their share of health care premiums with pre-tax earnings. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

SECTION 14.7: WELLNESS BENEFIT

During the term of this Agreement, The Employer may institute a wellness plan. It is understood that while the Employer reserves the right to determine the terms and conditions of such plan, including reward benefits, if any, an employee's participation in such plan shall be voluntary.

ARTICLE XV

SECONDARY EMPLOYMENT

SECTION 15.1. 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 and average hours of secondary employment per week 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 15.2. 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 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 for the Employer is created, which affects operations of the Coroner's Office.

(c) Where the type of secondary employment is prohibited by law.

ARTICLE XVI

WORKDAY, WORKWEEK AND ON CALL COMPENSATION

SECTION 16.1: SCHEDULING

This Article sets forth the normal hours of work for bargaining unit personnel. This Article does not provide a guarantee of any certain number of hours of work per day, or per work week, nor shall it be construed as a minimum or maximum work schedule. For the purpose of personal and vacation scheduling, the Coroner will prepare a tentative schedule on a quarterly basis. Employees must submit their vacation and personal time requests at least two weeks prior to the establishment of each quarterly schedule. It is the understanding that the Coroner may change the schedule for the operational needs of the Department.

SECTION 16.2: NORMAL WORK HOURS

The normal work day, work week, and work schedule for bargaining unit employees, the number of open position assignment ("slots") worked per day or per week and the starting and ending times of such assignments may be temporarily or permanently changed or modified by the Coroner in order to meet the operational needs of the Coroner's Office.

The Coroner may require the employee to work different hours than assigned. When different hours are assigned, the Coroner, if practical, will provide a twenty-four (24) notice to the Employee of the requested change in hours. In addition, the Coroner may assign an employee to work in a "fill-in" capacity to cover employee absences or otherwise on an as needed basis.

The Coroner shall assign employees to a work schedule based upon a seven (7) day work week, Sunday through Saturday.

a) The normal work week for the majority of Deputy Coroners will be thirty (30) hours per week, typically four (4) seven and a half (7.5) hour days; however, not all Deputy Coroners may be assigned for (4) work days. Each scheduled work day will have two open position assignments or "slots" to be filled by employees serving in the Coroner's Office from 8:00 am to 4:30 pm. Employees shall be designated each work day as either primary or secondary for "on call" assignments for the hours from 4:30 pm until 8:00 am. In a normal work week, the Office work schedule will result in open assignments ("slots") in a range between 10 to 14 "slots" per work week for employees to be assigned by the Coroner based upon seniority. Deputy Coroners shall not be assigned to more than four (4) "slots" per work week without the express written approval of the Coroner. No more than three (3) Deputy Coroners will be assigned to four (4) "slots" in any work week. However, if there are open "slots" in any work week, then the Coroner reserves the right to assign any Deputy Coroner(s), the Secretary/Deputy Coroner or any other qualified individual(s) to fill the open positions / "slots".

b) The Secretary/Deputy Coroner will normally be scheduled for five(5) assignments per week, Monday through Friday, with a seven and a half (7.5) hour work day. When the Secretary/Deputy Coroner is assigned Deputy Coroner duties, the Coroner will establish a new work schedule for the Secretary/Deputy Coroner.

c) The work week schedule will typically be Sunday through Saturday; although at the discretion of the Coroner, if a Saturday or Sunday work day is scheduled, it may be

reduced in hours worked (partial work day) or eliminated and made an "on call" day.

d) When one or more holidays fall within the work week; the holiday(s) shall be considered as either one or two of the four regularly scheduled paid work days for purposes of scheduling each employee's four (4) 7.5 hour work days in a work week.

e) Holidays will be "On Call" days and no scheduled office hours will be worked.

f) "On Call" compensation will be a flat rate of fifty dollars ($55) per "On Call" period on a scheduled work day and fifty dollars ($55) a day on an "On-Call" day with no scheduled work hours.

g) Employees when "On-Call" and on overtime assignments will be paid for time worked in six (6) minute increments represented for time keeping purposes as one-tenth of an hour (.1).

SECTION 16.3: LUNCH/REST PERIODS

1. After written request and approval by the Coroner; 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 unpaid lunch period which is to be taken between 11:00 a.m. and 2:00 p.m.; unless the Coroner and the employee agree to a different period
2. Employees scheduled to work one-half (½) day will be granted one (1) fifteen (15) minute break.

SECTION 16.4: DUTY TRADES

After written request and approval by the Coroner; employees may trade duty assignments, 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 trade shall alter the work schedule for purposes of the Fair Labor Standards Act (FLSA

SECTION 16.5: OVERTIME

1. Employees will be paid at their regular hourly rate for work up to and including forty (40) hours in a seven (7) day workweek.
2. Employees will be paid at the rate of one and one half (1 ½) 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, only actual hours worked shall be counted as time worked.

SECTION 16.6: 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, when authorized to earn compensatory time for hours worked in excess of forty (40) hours in a workweek, will be credited with

compensatory time in an amount equal to one and one-half (1 ½) times the actual hours worked in excess of forty (40) hours.

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.
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 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.

SECTION 16.7: 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 Coroner 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 XVII

UNIFORMS

Bargaining Unit members shall annually receive a clothing purchase and cleaning reimbursement of three hundred dollars ($300) paid in February of each calendar year after submittal and verification of receipts.

ARTICLE XVIII

SUBCONTRACTING

It is the general policy of the Coroner to continue to maintain and continue to utilize bargaining unit employees to perform work they are currently performing. However, the Coroner reserves the right to contract out any work he/she deems necessary in the interest of the Coroner's Office financial circumstances; to meet the operational needs of the Coroner's Office; to improve work product of the Coroner's Office and in case of emergencies as determined by the Coroner..

ARTICLE XIX

SAFETY

SECTION 19.1: 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 19.2: 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 19.3: 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 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 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 19.4: TRAINING

The Coroner's Office will pay the cost of mandated 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.

The Employee will be given ample opportunity to discuss information with Employer prior to any testing. Employees will be required to read all educational material supplied by the Coroner and if requested discuss materials or complete testing which documents their understanding of the materials.

ARTICLE XX

LABOR-MANAGEMENT MEETINGS

SECTION 20.1: 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 20.2: 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 21.1: PERSONNEL RECORDS

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

SECTION 21.2: 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 21.3: REJOINDER

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

ARTICLE XXII

NO STRIKE/NO LOCKOUT

SECTION 22.1: 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 22.2: 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 22.3: 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 XXIII

WAGES/COMPENSATION

The pay range for Deputy Coroners will be as follows: from $16 up to $30.84. Any Deputy Coroner who reaches the top of the range will be paid a lump sum equivalent to the increase. This amount will not be added to their base rate of pay.

All bargaining unit members shall receive pay increases as follows:

2.25% increase effective 12/1/2014 (retro on all straight time wages except sick)

2.25% increase effective 12/1/15

1.75% increase effective 12/1/2016

1.75% increase effective 12/1/2017

ARTICLE XXIV

PERSONAL PROTECTIVE EQUIPMENT

The Coroner shall issue such personal protective equipment as the Coroner finds necessary based on the needs of the Coroner's office. Should any personal protective equipment be issued by the Coroner, each employee shall be required to obtain any necessary certifications or trainings required for the carrying and use of that specific piece of personal protective equipment.

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.

ARTICLE XXVII

DURATION AND SIGNATURE

SECTION 27.1: TERM OF AGREEMENT

This Agreement shall be effective from December 1, 2014 and shall remain in full force and effect until November 30, 2018. 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

various days of Feb, 2015.

COUNTY OF MCHENRY

Anne Majewski
McHenry County Coroner

Joseph Gottemoller
Chairman, McHenry County Board

SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 73

President/Business Manager

Nick Carone
Union Representative

Negotiating Team

Negotiating Team

APPENDIX A

DRUG TESTING

STATEMENT OF POLICY

It is the policy of the Employer that the public has the right to expect persons employed by the Employer to be free from the effects of drugs and alcohol. As the Employer, it has the right to expect its employees to report for work fit and able for duty. The purpose of this policy shall be achieved in such a manner as not to violate any established rights of the employees.

PROHIBITIONS

Employees shall be prohibited from:

(a) Consuming or possessing alcohol (unless in accordance with duty requirements) or illegal drugs at any time during the work day or anywhere on any County premises or job sites, including all Employer buildings, properties, vehicles and while engaged in Employer's business;

(b) Illegally selling, purchasing or delivering any illegal drug during the work day or on the Employer's premises;

(c) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs, which they are taking.

DRUG AND ALCOHOL TESTING PERMITTED

Where the Employer has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the workday, the Employer shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The Employer or his designated representative must certify their reasonable suspicions concerning the affected employee prior to any order to submit to the testing authorized herein. There shall be no random or unit-wide testing of employees, except random

testing of an individual employee as authorized in Section below. The foregoing shall not limit the right of the Employer to conduct such tests as it may deem appropriate for persons seeking employment as employees prior to their date of hire.

ORDER TO SUBMIT TO TESTING

Within eight (8) hours after the time an employee is ordered to submit to testing authorized by this Agreement, the Employer shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or right that he may have. The employee must take the test within sixty (60) minutes for alcohol and four (4) hours for drugs of being ordered to do so or it shall be deemed a refusal.

TEST TO BE CONDUCTED

In conducting the testing authorized by this Agreement, the Employer shall:

(a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);

(b) Establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result;

(c) Collect a sufficient sample of the same body fluid or materials from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;

(d) Collect samples in such a manner as to insure high degree of security for the sample and its freedom from adulteration;

(e) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

(f) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense provided the employee notifies the Employer within seventy-two (72) hours of receiving the results of the tests;

(g) Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein, the Employer will not use such information in any manner or form adverse to the employee's interests;

(h) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. If a test is greater than 0.0 but less than .04, the employee shall be presumed to be not under the influence of alcohol. If the test is .10 or greater, the employee shall be conclusively presumed to be under the influence of alcohol. If the test is less than .04, the Employer shall not be precluded from demonstrating the employee was under the influence, however, no presumption will be

attached to said results and the Employer shall bear the burden of proof in such cases;

(i) Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;

(j) Insure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty during the pendency of any testing procedure.

RIGHT TO CONTEST

The Chapter and/or the employee, with or without the Chapter, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend to restrict, diminish, or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Union.

VOLUNTARY REQUESTS FOR ASSISTANCE

The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, prior to an order to test, other than the Employer may require reassignment or temporary suspension of the employee if he is then unfit for duty in his current assignment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interest, except reassignment as described above.

DISCIPLINE

In the first instance that an employee tests positive on both the initial and confirmatory test for drugs or is found to be under the influence of alcohol, and all employees who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the Employer. The foregoing is conditioned upon:

(a) The employee agreeing to appropriate treatment as determined by the physician(s) involved;

(b) The employee discontinues his use of illegal drugs or abuse of alcohol;

(c) The employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;

(d) The employee agrees to submit to random testing during hours of work during the period of "after-care."

Employees who do not agree to or who do not act in accordance with the foregoing, or who test positive for a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the employee's option, pending treatment. The foregoing shall not limit the Employer's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

APPENDIX B

MOTOR VEHICLE RECORD (MVR) PROGRAM

PURPOSE: The purpose of this program is to establish a written process to ensure the consistent administration of the Motor Vehicle Record (MVR) program and all County drivers are familiar with its provisions. This program complies with requirements of the County excess liability auto insurance carrier.

SCOPE: This program applies to all County employees and volunteers who may drive a County owned or leased vehicle within the scope of their employment, including employees driving privately owned vehicles used within the scope of County business.

STATEMENT OF POLICY: The County is committed to promoting the safe, proper and professional operations of all motor vehicles the County owns or leases, or those privately owned vehicles operated within the scope of County business. The potential of vehicle accidents within the County increases as a driver's MVR deteriorates. A MVR program helps to control vehicle accident exposures created by these drivers. Drivers with an excessive number of moving violations and/or accidents on their MVR have a higher risk of future accidents and represent unnecessary liability and risk exposure to the County. The intention of the MRV program is to safeguard people, protect equipment, reduce operating costs, and reduce the frequency and severity of accidents involving a County owned or leased vehicle. The County reserves the right to deny or revoke driving privileges of any employee in the event it is determined that the individual's use of the vehicle poses a risk to the County or the public. The State of Illinois allows MVRs to be run going back only three (3) years.

PROCEDURE:

1. Driver selection is a one-time process; however, ensuring the driver remains qualified is an ongoing process. Therefore, Risk Management will run annual MVRs, but no less than every two (2) years, on individuals that regularly or occasionally drive a County owned or leased vehicle and individuals that drive their privately owned vehicles on County business. Risk Management will review MVRs with Department Heads, when necessary.
2. If employee is subject to the Federal Motor Carrier Safety Regulations, a list of all motor vehicle convictions or forfeitures for bond or collateral during the preceding 12 months shall be provided. CDL holders must notify their supervisor before the end of business day following receipt of a license suspension or revocation.
3. A signed authorization in a format generally consistent with Attachment A attached hereto and made a part hereof shall remain on file and shall serve as ongoing authorization for the County to procure MVRs any time during employment.
4. Effective 12/1/2015, prospective employees will be required to report all accidents and moving violations at the time of hire. Existing employees moving into a driving position will be required to complete the Annual Certification of Violations and Accident form and sign a MVR authorization form. At the time of transition, Risk Management will run a MVR.
5. All employees, including volunteers and employees that drive a privately owned vehicle on County business, are required to complete the Annual Certification of Violations and

Accident form in a format generally consistent with Attachment B attached hereto and made a part hereof.

6. All employees, including volunteers and employees driving a privately owned vehicle on County business shall meet the MVR standards as outlined in this program.
7. Should an employee who drives a County owned or leased vehicle be involved in an accident, on or off the job, where their license is suspended or revoked, the employee is obligated to inform their immediate supervisor and Risk Management within 24 hours of the accident. Failure to inform the County of a suspended or revoked license may result in corrective action that could include dismissal.
8. Following any at-fault accident, Risk Management will run a MVR.

STANDARDS FOR MVR:

1. All drivers must be at least 21 years of age and have a valid United States drivers' license for the last three (3) years and, where necessary, if required by job duties in the proper class and appropriate endorsements, for the vehicle the driver seeks to drive.
2. Departments cannot add an employee with a "borderline" or "poor" MVR to their driver list. Grading of MVRs based on the table below, as minimum requirements.
3. An employee that MVR falls into the "borderline" category must have their driving record reviewed by Risk Management, their Department Head, and the County's auto liability insurance carrier.
4. A new hire with an MVR that falls into the "borderline" or "poor" MVR will not be hired for driving tasks. The minimum requirements for grading MVRs are based upon the criteria set forth below.
5. Driving records must remain "acceptable" or "clear" based upon the criteria set forth below for continued employment/volunteering in positions with driving duties.
6. An employee whose MVR grading is "poor" may not drive within the scope of their employment.
7. Illinois limits MVRs to past three (3) years drivers record.
8. An At-Fault accident is any accident the driver is cited with a violation, negligently contributes to the incident, or any single vehicle accident where the cause is not equipment related.

MOTOR VEHICLE GRADING CRITERIA (past three (3) years)

Number of Violations	Number of At-Fault Accidents			
	0	1	2	3
0	Clear	Acceptable	Borderline	Deny
1	Acceptable	Acceptable	Borderline	Deny
2	Acceptable	Borderline	Deny	Deny
3	Borderline	Deny	Deny	Deny
4	Deny	Deny	Deny	Deny
Any Major Violation	Deny	Deny	Deny	Deny

NOTE: Any major violation in any time is equal to a POOR MVR.

Minor Violations **Major Violations**

(Any moving violation other than a major violation including)

*Speeding
*Failure to obey a traffic control device
*Driving with a suspended/revoked registration
*Driving an unregistered vehicle
*Driving under influence of alcohol/drugs or chemical test refusal
*Failure to stop/report an accident
*Reckless driving/speeding contest
*Driving while impaired
*Homicide, manslaughter or assault arising out of the use of a vehicle
*Making a false accident report
*Driving with a suspended/revoked license
*Attempting to elude a police officer

The following DO NOT count against the driver as a violation

*Motor vehicle equipment, load, or size requirements
*Improper failure to display license plates
*Failure to sign or display registration
*Failure to have driver's license in possession (if valid license exists)
*A minor violation in which the driver has been charged with an accident

MVR EVALUATION

ACCEPTABLE MVR

*No more than two (2) minor violations; OR
*At-fault accident in past three (3) years; OR
*No more than a combination of one (1) minor violation and one (1) at-fault accident in past three (3) years.

BORDERLINE MVR

*Three (3) minor violations; OR
*Two (2) at-fault accidents in past three (3) years; OR
*Any combination of minor violations and at-fault accidents in past three (3) years totaling three (3) occurrences
No major convictions within the last three (3) years; OR

When an employee's MVR falls to a borderline category Risk Management will notify the employee and supervisor. A meeting to discuss an increased level of observation, defensive driving training or re-training, and/or other possible corrective actions.

UNACCEPTABLE MVR

*One (1) or more major convictions in the last three (3) years; OR
*Four (4) or more minor convictions in the last three (3) years; OR
*Three (3) or more accidents in the last three (3) years OR
*Any combination of minor convictions and accidents totaling four (4) or more in last three (3) years

When County driving record and/or MVRs of current employee falls to an unacceptable category, the employee will be placed on probation and the following actions may be taken:

*If possible, the employee will be shifted into a job responsibility that does not including driving.

*If it is not possible to shift employee to a non-driving job, the department will increase level of control. This may include defensive driving training or re-training, restricted driving, and/or other corrective action or disciplinary action up to and including termination

A driver is offered probation a maximum of two (2) times. Any violations of any type following two (2) probationary periods, will lead to the immediate revocation of driving work tasks and driving privileges until the MRV improves.

Refer exceptions to these guidelines to Risk Management. After consultation with the County auto liability insurance carrier, Risk Management will submit a written response to the exception. The auto insurance carrier will be consulted on any/all MVRs not meeting the minimum criteria.

Since breach of this program places a driver in danger, any employee in violation of this program will be subject to corrective action that could result in temporary or permanent loss of driving privileges, suspension, or termination of employment.

PROSPECTIVE EMPLOYEE

All prospective employees whose job will involve driving a County owned or leased vehicle or a privately owned vehicle on County business will be required to list all accidents and moving violations they have had in the past three (3) years on the employment application. Risk Management obtains MVR from an appropriate agency to verify this information. Any misrepresentation may be grounds for termination.

A prospective employee will not qualify to drive a County owned or leased vehicle if, during the past three (3) years, the driver has any of the following experiences:

- Convicted of a felony.
- Convicted of sale, handling or use of drugs.
- Had automobile insurance canceled, declined or not renewed.
- Had driver's license suspended or revoked.
- Convicted of three (3) or more speeding violations or one or more other serious violations.
- Involved in two (2) or more chargeable accidents.

CURRENT EMPLOYEE

Any driver currently employed, as of the effective date of this program, that exceeded these County standards will be placed on probation immediately. The rules and procedures regarding the period of probation and removal of driving privileges will apply as outlined above if another moving violation or preventable accident occurs.

RECORDKEEPING

To protect driver confidentiality, Risk Management shall maintain MVRs in a secured location with controlled access by authorized personnel for a period of five (5) years. There may be circumstances that require a longer record retention.

PROGRAM REVIEW

The County reserves the right to make exceptions and changes to this program as deemed necessary. The Safety/Security Committee will review the program, as needed, but no less than every three (3) years from the

ATTACHMENT A

COUNTY of McHENRY
ADMINISTRATION/RISK MANAGEMENT
2200 NORTH SEMINARY AVENUE
WOODSTOCK, ILLINOIS 60098-2637

MOTOR VEHICLE RECORDS CHECK
DISCLOSURE AND RELEASE

I_____ give my authorization and consent for the County of McHenry to complete a background check on my previous driving record in accordance with the County's MVR policy. As part of this procedure, the County has my permission to order MVRs from all states in which I currently hold and previously held a driver's license. I understand the County has established MVR review criteria against which my driving history will be compared to determining my driving eligibility. I further understand that failure to grant consent to the County to conduct such a background check means, at a minimum that I forfeit my driving privileges. In the event that I forfeit my driving privileges, I understand that if my job duties include driving, my duties will be reviewed to determine whether I can continue my position without driving and, if so, which additional non-driving duties the County will require me to perform.

I authorize without reservation, any party or agency contacted to furnish the above-mentioned information. I agree to release any agent that the County retains in connection with securing my MVR for all liability arising from its access to or disclosure of information under this form.

This authorization shall remain on file and shall serve as ongoing authorization for the County to procure MVRs at any time during my employment. This authorization may only be rescinded in writing.

Signature		Date
Print Name	Position	Date of Hire
Social Security Number	Sex	Date of Birth
Driver's License Number	State	

ATTACHMENT B

MOTOR VEHICLE DRIVER'S ANNUAL CERTIFICATION OF VIOLATIONS AND ACCIDENTS

I certify that the following is a true and complete list of accidents and traffic violations (other than parking violations) for which I have been convicted or forfeited bond or collateral during the last 12 months.

Date	Offense/Accident	Location	Type of Vehicle

Print Driver Name Date

Driver Signature

Reviewed by Date