COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 73

AND

COUNTY OF MCHENRY
BOARD OF HEALTH
VETERINARY PUBLIC HEALTH DIVISION

December 1, 2014 to November 30, 2018

COUNTY OF MCHENRY
DEPARTMENT OF HEALTH, VETERINARY PUBLIC HEALTH

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AGREEMENT

This Collective Bargaining Agreement is entered into on _____ by and between the County of McHenry, by its duly constituted County Board and the McHenry County Board of Health, Veterinary Public Health Division, hereinafter referred to as the "Employer," and the Service Employees International Union Local 73, hereinafter to be referred to as the "Union."

PREAMBLE

It is the purpose of this Agreement to set forth the full and complete understanding of the parties reached as a result of good faith negotiations regarding wages, hours, working conditions, and other terms and conditions of employment of the employees covered hereby.

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 of Clarified Unit for case number S-RC-09-065:

**INCLUDED: All employees in the titles of all full time and part time Animal Control Officers, Kennel Technicians, Lead Kennel Technicians, and Office Staff.

**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) calendar days of the start of work in the classification, the Union may appeal directly to arbitration within the next thirty (30) consecutive calendar days.

SECTION 1.3: BARGAINING UNIT WORK

Lead Animal Control Officer/Supervisor may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by supervisors shall not cause any layoffs of the bargaining unit employees.

SECTION 1.4: FT/PT EMPLOYMENT STATUS CATEGORIES

Full-Time: Full-time employees are those employees that are regularly scheduled to work a minimum of thirty-seven and one half (37.5) hours per week.

Part-Time: Part-time employees are those employees that are regularly scheduled to work less than thirty-seven and one half (37.5) hours per week but at least 600 hours per year, and maintain continuous employment status.

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 Division Manager 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, grievance hearings, Labor Management meetings 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) Union members designated by the Union 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: SEIU ACCESS TO EMPLOYER PREMISES

Authorized representatives of SEIU shall be permitted to visit the office during working hours to talk with employees of the local Union and/or representatives of the Employer concerning matters covered by this Agreement. Such visits shall not interfere with the operations of the Division.

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 Employer will provide a list of employees' names and amount deducted each time the Employer remits payment to the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) business days prior to its effective date.

The Union shall advise the Employer of the current amount of Union deductions.

Upon request of the Union, the Employer will provide a list of employees of the Animal Control Department 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. 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. Such fair share fees shall be deducted by the Employer from the earnings of non-members and remitted to the Union.

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 their objections in writing to the SEIU Local 73 Secretary Treasurer

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

employees' paychecks. Such deductions shall be remitted to the Union on a semi-monthly basis.

ARTICLE IV

MANAGEMENT RIGHTS

It is understood and agreed that the Department of Health, Veterinary Public Health Division possesses the sole right and authority to operate and direct the employees of the Department of Health, Veterinary Public Health Division in all aspects, including, but not limited to, all rights and authority exercised by the Department of Health, Veterinary Public Health Division 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 Department of Health, Veterinary Public Health Division;
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 Department of Health, Veterinary Public Health Division;
6. To promote, suspend, discipline or discharge for just cause;
7. To lay off and recall 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 Department of Health, Veterinary Public Health Division;
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, disability, or sexual orientation.

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 resignations.

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-line for no less than 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 in any job classification that is covered by Article I of this Agreement shall be posted internally for three (3) days before Human Resources shall post 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 Department of Health, Veterinary Public Health Division, 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

Quarterly, the Employer shall provide a seniority list for each Job Classification showing the seniority of each employee to the Union. The seniority list shall be accepted and final thirty (30) days after it is provided, 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.

SECTION 7.5: SENIORITY WHILE ON LEAVE

Employees will accrue seniority for all time on authorized paid leave of absence.

Employees will accrue seniority for all time on authorized leave as provided by Statute, such as FMLA.

Employees will not accrue seniority while on authorized unpaid personal leave (Section 14.3) of more than thirty (30) days.

SECTION 7.6: SENIORITY TIE BREAKING

In the event two (2) or more employees in the same job classification have the exact same starting date, seniority of the affected employees shall be determined by their overall continuous length of service with the County. In the event that the affected employees' classification and overall seniority are the same, a coin toss shall determine the seniority of the affected employees for the purposes of settling the tie.

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) calendar 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 classification(s) shall be laid off first.

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 Department of Health, Veterinary Public Health Division 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 Department of Health, Veterinary Public Health Division 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. In the event that the Employer reorganizes or changes its grievance representatives listed below, it agrees to timely notify the Union of said changes and such notices shall serve solely as a procedural modification of this Section. Where appropriate, and if mutually agreed upon, the parties may combine Steps into a single Step or make alterations, such as bypassing step(s) in the following procedure. For the purpose of this Article, the term business day shall refer to Monday through Friday, excluding weekends and holidays.

SECTION 10.2: PROCESSING OF GRIEVANCE

Grievances shall be processed only by the Union Representative, Chief Steward, and/or Steward 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, classification and/or department may be present at any step of the grievance procedure, and he/she shall be 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.

No employee or Union representative shall leave his/her work assignment to investigate, file or process grievances without first securing permission, which will not be unreasonably denied, of his/her supervisor. In the event of a grievance, the employee

shall always perform his/her assigned work task and grieve his/her complaint later, unless the employee reasonably believes that the assignment endangers his/her safety.

SECTION 10.3: GRIEVANCE STEPS

STEP ONE: DIVISION MANAGER

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

STEP TWO: DIRECTOR OF HUMAN RESOURCES

If the grievance remains unsettled at Step One, the Union may advance the written grievance to the Director of Human Resources within ten (10) business days of the response in Step One or when such response was due. 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 THREE: PUBLIC HEALTH ADMINISTRATOR

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

STEP FOUR: ARBITRATION

If the grievance remains unsettled after the response in Step Three, the Union may refer the grievance to arbitration within sixty (60) business days of the Step Three response. The Union shall request (with a copy to the Employer) the Federal Mediation and Conciliation Service to submit a panel of seven (7) Arbitrators who are members of the National Academy of 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. The parties shall share the cost of the FMCS panel.

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 arbitral, 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 Federal Mediation and Conciliation Service 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, provided it pays for its own copy of the record. The parties will equally share the cost of the Arbitrator's cost 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 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, except when both parties mutually agree to an extension of time limits prescribed in the grievance procedure. Should the Employer not respond to a grievance within the time frames specified or within any extension agreed to, the grievance should be decided in favor of the relief sought by the Union.

SECTION 10.6: UNION STEWARDS

Three (3) duly authorized bargaining unit representatives shall be designated by the Union as the Stewards from each represented Classification (Office Staff, Animal Control Officers and Kennel Technician). .

ARTICLE XI

HOLIDAYS AND PERSONAL DAYS

SECTION 11.1: HOLIDAYS

Regular full-time and regular part-time employees shall receive holidays with pay each year as established by Resolution of the McHenry County Board, per the McHenry County Department of Health Personnel Policy Handbook, effective May, 2014.

Employees shall be compensated for holidays according to their positions full-time equivalence (FTE).

FTE	Full day Holiday	Half Day Holiday
1.00	7.5	3.5
0.80	6.0	3.0
0.75	5.5	2.75
0.70	5.25	3.0
0.65	5.0	2.5
0.60	4.5	2.25
0.55	4.25	2.0
0.50	3.75	2.0
0.40	3.0	1.5
0.35	3.0	1.5
0.30	2.25	1.25

Employees regularly 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 the 40 hours a week when overtime shall apply.

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

The last scheduled work day before the holiday; and

The first scheduled workday after the holiday.

SECTION 11.2: PERSONAL DAYS

Employees shall receive personal days each year as established by the McHenry County Board, generally two (2) days per year, with pay, to be used in each calendar year. Part-time employees shall earn personal days on a pro rata basis. If the McHenry County Board grants an additional personal day in any given year, members of the bargaining unit, who have been employed for at least one year, shall be granted the additional personal day. Newly hired employees shall receive one (1) personal day after completion of 6 months of continuous service and will receive one (1) personal day upon the completion of 12 months of continuous service. After an employee's first anniversary date, personal days are awarded at the beginning of every calendar year (January 1st). Except for emergency situations that preclude the making of prior arrangements, employees shall submit a request to the Department of Health, Veterinary Public Health Division for approval at least one (1) working day in advance as to not adversely impact the operational needs of the Department of Health, Veterinary Public Health Division.

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

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

ARTICLE 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:

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

Regular part-time employees (those scheduled to work at least 11.5 (eleven and one half) hours per week) accrue vacation time on a pro rata basis.

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

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

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

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

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

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

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

At the discretion of the Department of Health, Veterinary Public Health Division, 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. Unless otherwise agreed, an employee must request, via electronic e-mail, vacation leave of more than one (1) day at least ten (10) working days in advance. Unless otherwise agreed, an employee must request, via electronic e-mail, vacation leave for one (1) day or less at least five (5) working days in advance.
3. All employees may submit, via electronic mail, for approval (by a date specified by the Division Manager) 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 2 (two) weeks.

4. Management must respond to a request, via electronic mail, within five (5) working days of the request. Violation of subsection 4 will be deferred to the County's Public Health Administration for resolution.

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. Upon retirement, the County may pay final compensation for accrued vacation in a manner that will not result in an accelerated payment under IMRF.
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 and regular part-time employees to accrue benefit time to be used when the employee is incapacitated due to non-work related illness, injury or disability or to care for an ill/disabled immediate family member (see Section 14.4 FMLA Leave for definition of "immediate family member") and/or in conjunction with an approved family medical leave. Sick leave may be used for time missed due to medical appointments if the employee receives prior approval from their supervisor and the appointment is scheduled so that it is not unduly disruptive of the employee's work schedule or the department's operation. 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. Sick pay for hours not worked is excluded when computing overtime for that week.

SECTION 13.1: SICK LEAVE ACCRUAL

Regular full-time employees accrue sick leave according to the schedule below. Regular part-time employees (those scheduled to work at least 11.5 (eleven and one half) hours per week) accrue sick leave on a pro rata basis.

During the employee training period, a probationary employee does not earn sick time but will receive three (3) days sick time credit at the successful completion of the employee training period (Section 10.3).

Sick leave does not accrue during any unpaid leave of absence.

Employees shall accrue sick leave as follows: Employees earn sick leave on a pay period by pay period (twenty-six pay period (26) cycle basis) and may use only time

already earned. Employees will begin earning the new accrual rate on the first full pay period following the completion of ten (10) and fifteen (15) years.

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

For the 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.

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.

SECTION 13.2: NOTICE (CALL-IN)

An employee is required to notify the Division Manager or designee, in the case of absence from work due to illness/injury or in the employee's immediate family (FMLA definition), as far as possible in advance of the starting time for their scheduled work day but no later than fifteen minutes prior to the start of their shift.

If an employee misses more than one (1) day of work, the employee is still required to call the Division Manager or designee each day of their absence.

An employee may be required to provide a physician's statement when returning to work after the employee has been absent, due to illness/injury of himself/herself or immediate family member, for a period of three (3) or more consecutive days.

SECTION 13.3: ABUSE OF SICK LEAVE

The Department of Health, Veterinary Public Health Division and the Union 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.

Sick leave is not intended for a one (1) day vacation nor to be used to extend vacation periods or holidays. Sick leave may be used for the purpose of illness, injury or disability of the employee or for medical appointments, which cannot be scheduled outside of the employee's normal work hours.

SECTION 13.4: 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: BEAREAVEMENT 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.

An employee may request additional time needed and such time will be deducted from accumulated vacation, personal, or compensatory time at the employee's discretion. Such request for additional time needed will not be unreasonably denied.

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, grandparent-in-law, grandchildren, brother-in-law, sister-in-law, son-in-law, and daughter-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 Division Manager or designee of the need for bereavement leave within 24 hours of the start of the absence or 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 Department of Health, Veterinary Public Health Division immediately upon receipt of a jury notice so that arrangements can be made to cover their assignments.

Full-time and 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

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 Department of Health Administrator and shall not be unreasonably denied.

Requests for an unpaid leave of absence must be submitted in writing to the Department of Health Administrator 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 Department of Health Administrator and Division Manager 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 Department of Health, Veterinary Public Health Division 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. The County's Personnel Policy shall not provide rights or benefits that are less than what is required by 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. The County's Personnel Policy shall not provide rights or benefits that are less than what is required by 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. The County's Personnel Policy shall not provide rights or benefits that are less than what is required by 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:

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%

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

Family	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 15.2: 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 15.3: 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 twenty (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 (currently July 1 but moving to January 1 starting in calendar year 2015).

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

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.

SECTION 15.5: PENSIONS

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

SECTION 15.6: IRC 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 15.7: 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 XVI

SECONDARY EMPLOYMENT

SECTION 16.1: NOTIFICATION OF SECONDARY EMPLOYMENT

All Employees before holding secondary employment shall notify the Department of Health, Veterinary Public Health Division, 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 Department of Health, Veterinary Public Health Division shall be prohibited from working and shall include the following:

1. 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 Department of Health, Veterinary Public Health Division;
2. Where a genuine and legitimate conflict of interest with his or her job duties for the Employer is created, which affects the operations of the Department of Health, Veterinary Public Health Division.
3. Where the type of secondary employment is prohibited by law.

ARTICLE XVII

WORKDAY AND WORKWEEK

SECTION 17.1: APPLICATION OF ARTICLE

This article is intended as a basis for calculating overtime payments and or setting forth the normal work day and workweek. Nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day or per week.

SECTION 17.2: SHIFT SCHEDULE

Normal Veterinary Public Health Division office hours are 8:00 am to 4:30 pm on Monday, Tuesday, Thursday and Friday, 8:00 a.m. to 6:30 p.m. on Wednesday, and 8:00 a.m. to 2:30 p.m. on Saturday. Full time employees will be assigned to shifts totally 37.5 hours during the normal workweek, Sunday through Saturday. The Department will make reasonable efforts to schedule full-time employees so that they will not be assigned to work consecutive weekend days, Saturday and Sunday. Part-time employees will continue to be utilized on both weekend days. However, there may be consecutive weekend day assignments based upon operational needs of the Department.

Part time employees will be assigned shifts according to current FTE status with no shift being shorter than three (3) hours or longer than eight (8) hours. Full and part-time Animal Control Officers may be subject to one late shift, from the hours of 12:00 p.m. to 8:30 p.m. weekly. Full time Animal Control Officers will be scheduled for five (5) consecutive days. The shift schedule can be changed at the discretion of the Veterinary Public Health Division based on training and/or operational needs.

Full-time employees will be granted a one (1) hour unpaid lunch (inclusive of travel time to lunch destination) each workday and two (2) fifteen minute paid breaks.

The shift schedule will be assigned on a quarterly basis. Management reserves the right to alter the work day and/or work week schedule on an as needed basis to ensure the efficient and cost effective operation of the Veterinary Public Health Division.

When the shift schedule is changes, Management will make reasonable efforts to provide employees with ten (10) working days advance notice of a change in their shift schedule. However, in the case of emergencies and other operational requirements of the Veterinary Public Health Division, no notice shall be required.

SECTION 17.3: ON-CALL

Management will establish an on call schedule for employees. Employees shall be assigned by Management to on call duty on a rotating basis through the calendar year. Each employee so designated shall receive $35.00 dollars for each day on call throughout the duration of the Agreement.

Employees in on call duty status are required to carry cell phones provided by the Veterinary Public Health Division and report to duty at any time.

Employees are expected to respond to calls within thirty (30) minutes and be on scene within sixty (60) minutes of responding to the initial call. Employees who fail to arrive on scene within (60) minutes from the receipt of a call out may be subject to discipline. However if there are extenuating circumstances such as natural disaster, road conditions or other emergencies claimed by the employee as an excuse for tardiness, then the department will attempt to verify the employee's claim through use of GPS

tracking and/or other methods. The Department may, at its discretion, waive any disciplinary action which might be issued to the employee.

SECTION 17.4: DUTY TRADES

Duty trades may be granted at Management's discretion. Employees may trade duty shifts, including on-call assignments with one another. Requests for such trades shall be made in writing to Management. The person requesting the trade shall have ultimate responsibility for the coverage of the shift.

SECTION 17.5: OVERTIME PROCEDURE

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 (1.5) 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, and personal days 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 Department of Health, Veterinary Public Health Division 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 Department of Health, Veterinary Public Health Division for approval at least one (1) day in advance.
4. Compensatory time shall be taken in a minimum of one half hour (.5) increments unless otherwise authorized by the Department of Health, Veterinary Public Health Division.
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 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.
7. Requests for usage of compensatory time will not be unreasonable denied.

ARTICLE XVIII

SUBCONTRACTING

SECTION 18.1: GENERAL POLICY

It is the general policy of the Department of Health, Veterinary Public Health Division (Employer) to continue to utilize its employees to perform work they are qualified to perform. However, the employer reserves the right to contract out any work it deems necessary in the interest of the economy of the Department of Health, improvement of its work product or emergency situation. The Employer agrees that it will not engage in the subcontracting of bargaining unit work for reasons which are not related to the interest and economy of the Department of Health, Veterinary Public Health Division.

In the event that the Employer determines a need to subcontract which will cause the lay-off or reduction in force of any bargaining unit employee(s); the Employer shall provide notice to the Union no later than ninety (90) days prior to such subcontracting out and offer the Union an opportunity to discuss and participate in considerations over the desirability of such contracting work, including means by which to minimize the impact of such subcontracting on the employees.

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 Department of Health, Veterinary Public Health Division 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 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 19.4: 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 Employer will pay the cost of required training and employees shall be paid (regular hourly rate) for attendance. Any employees expense(s) incurred shall be paid in accordance with the McHenry County Travel Policy.

ARTICLE XX

DRUG TESTING

SECTION 20.1: 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.

SECTION 20.2: PROHIBITIONS

Employees shall be prohibited from:

1. 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;
2. Illegally selling, purchasing or delivering any illegal drug during the work day or on the Employer's premises;
3. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs, which they are taking.

Section 20.3: 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 20.4 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.

SECTION 20.4: 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.

SECTION 20.5: TEST TO BE CONDUCTED

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

1. 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);

2. 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;
3. 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;
4. Collect samples in such a manner as to insure high degree of security for the sample and its freedom from adulteration;
5. 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;
6. 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;
7. 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;

8. 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;
9. Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
10. 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.

SECTION 20.6: RIGHT TO CONTEST

The Union and/or the employee, with or without the Union, 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.

SECTION 20.7: 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.

SECTION 20.8: 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:

1. The employee agreeing to appropriate treatment as determined by the physician(s) involved;
2. The employee discontinues his use of illegal drugs or abuse of alcohol;

3. The employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
4. 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.

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 XXII

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. Removal of any oral or written warnings will be removed upon written request of the employee or Union Representative.

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 23.1: 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

SECTION 24.1: WAGES/COMPENSATION

1. Effective December 1, 2014, hourly wage rates covered by this agreement will be increased by 2.25% with retro pay.
2. Effective December 1, 2015, hourly wage rates covered by this agreement shall be increased by 2.25% with retro pay.
3. Effective December 1, 2016, hourly wage rates covered by this agreement shall be increased by 2.25% with retro pay.
4. Effective December 1, 2017, hourly wage rates covered by this agreement shall be increased by 2.25% with retro pay.

Start Rates: Position Title and Fiscal Year

TITLE	12/1/15	12/1/16	12/1/17
Animal Control Officer	$14.57	$14.57	$14.57
Lead Kennel Technician	$13.19	$13.19	$13.19
Kennel Technician	$10.48	$10.48	$10.48
Office Assistant	$13.51	$13.51	$13.51

SECTION 24.2: ANIMAL CONTROL OFFICER ON-CALL PAY

The employee designated as the on-call employee (Section 17.3) will receive a stipend for each on-call duty assignment in the amount of $35.

SECTION 24.3: CALL BACK – ANIMAL CONTROL OFFICER (EFF 12/1/2011)

A “callback” is defined as an official assignment of work which does not continuously follow an employee’s regularly scheduled working hours. Callbacks shall be compensated for at the appropriate rate of pay, for all hours worked on callback, with a guaranteed minimum of two (2) hours pay for each callback.

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

Unless otherwise noted in this agreement, 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.

ARTICLE XXVIII

UNIFORMS

SECTION 30.1: DESCRIPTION

McHenry County Animal Control will provide each full-time Animal Control Officer with:

- Four (4) short sleeve embroidered polo shirts (K500*)
- Four (4) long sleeve embroidered dress shirts (L608*)
- Four (4) pairs of work pants (ladies PT61* and men's PT20*)
- One (1) belt
- One (1) pair of Red Wing boots with animal waste resistant construction.

Replacements are given as uniforms become worn as deemed appropriate by Management. McHenry County Animal Control will provide a pair of replacement boots annually, up to $150.00.

McHenry County Animal Control will provide each part-time Animal Control Officer with:

- Two (2) short sleeve embroidered polo shirts (K500*)
- Two (2) long sleeve embroidered dress shirts (L608*)
- Two (2) pairs of work pants (ladies PT61* and men's PT20*)
- One (1) belt
- One (1) pair of boots with animal waste resistant construction, up to $85.00.

Replacements are given as uniforms become worn as deemed appropriate by Management. McHenry Animal Control will provide a pair of replacement boots annually, up to $85.00.

McHenry County Animal Control will provide each Animal Control Officer (both full-time and part-time) with: One (1) embroidered winter 3 in 1 jacket (#J777*)

One (1) winter watch cap (#CP90*)

McHenry County Animal Control Kennel Technician (Full time): Full time Kennel Technicians shall receive an annual stipend of $125, payable the second payroll in January each year for medical scrubs. The stipend will be paid through the normal payroll cycle process and will be considered part of the employee's gross income. As such payments will be subject to applicable federal and state tax withholding. Stipend payments do not count toward pensionable earning as defined by the Illinois Municipal Retirement Fund (IMRF).

McHenry County Animal Control Kennel Technician (Part time): Part time Kennel Technicians shall receive an annual stipend of $85, payable the second payroll in January each year for medical scrubs. The stipend will be paid through the normal payroll cycle process and will be considered part of the employee's gross income. As such payments will be subject to applicable federal and state tax withholding. Stipend payments do not count toward pensionable earning as defined by the Illinois Municipal Retirement Fund (IMRF).

McHenry County Animal Control will provide each member of the staff with disposable gloves for use as needed.

When in the course of work related activity an item becomes worn or damaged beyond repair, McHenry County Animal Control will replace the item or items worn or damaged in a timely manner.

When an employee leaves employment, he/she shall return all uniforms issued by the Employer.

*Numbers refer to catalog entries in the National Premium 2009 catalog for representative illustration purposes only.

SECTION 30.2: CLEANING STIPEND

Full-time Animal Control Officers shall be paid a stipend each year by the Employer for laundry and care of uniforms in the amount of $230. Part-time Animal Control Officers will receive a pro-rata stipend amount of $115.

Full time Kennel Technicians shall be paid a stipend each year by the Employer for laundry and care of uniforms in the amount of $125. Part time Kennel Technicians will receive a pro-rata stipend amount of $62.50.

The stipend will be paid in two (2) equal payments; the second payroll in January and July each year of the term of this Agreement. The stipend will be paid through the normal payroll cycle process and will be considered part of the employee's gross income. As such, payments will be subject to applicable federal and state tax withholding. Stipend payments do not count toward pensionable earning as defined by the Illinois Municipal Retirement Fund (IMRF).