LakeCounty

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Lake County Board

LABOR AGREEMENT

Lake County Board

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AFSCME

Council 31, Local 2452

County Coroners Office

December 1, 2016 – November 30, 2019

Aaron Lawlor
Chairman

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PREAMBLE

This Agreement, entered into by Lake County, Illinois and the Lake County Coroner's Office hereinafter jointly referred to as the "Employer" or the "County", and American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, for and on behalf of Local 2452, hereinafter referred to as the "Union.

ARTICLE 1
RECOGNITION

Section 1. Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to salaries, wages, hours of work and other conditions of employment as defined by state and federal statues for all full-time and part-time regular and non-introductory employees classified in positions as indicated in Appendix "A" of this Agreement and any successor job titles.

Further, the Employer recognizes the Union as the sole and exclusive bargaining agent with respect to salaries, wages, hours of work and other conditions of employment, with exceptions, as defined by state and federal statues for all full-time and part-time introductory employees classified in the positions as indicated in Appendix "A" of this Agreement. Non-introductory employees may be disciplined, discharged, laid off, or otherwise dismissed, on an at will basis, at the sole discretion of the Employer. Neither the reason for the termination of employment nor any disciplinary action taken may be a subject of or appealed through any grievance procedure.

Section 2. New Classifications

In the event that the Employer creates any new job classification within the Coroner's Office, the Employer shall notify the Union thirty (30) days prior to the final approval of the position for the purposes of:

a. Determining whether or not the classification in question is to be part of the bargaining unit (Appendix A).
b. Further establishing pay grades for those classifications determined to be part of the bargaining unit (Appendix A).
c. If no agreement is reached as to whether the classifications are appropriately a part of, or not a part of, the bargaining unit and/or no agreement is reached regarding the pay range, the Employer shall notify the Union in writing of its intention to establish the classification. The Union shall have ten (10) working days, upon receipt of such written notice to appeal the decision of the Employer. The appeal may be made in accordance with Article 6 step 2 (Arbitration) of this Agreement. However, the

Employer may proceed with the establishment and implementation of the new classification during the pendency of the appeal procedure.

Section 3. Abolition or Merger of Job Classifications

The Employer shall not eliminate any classification title listed in Appendix A or covered by this Agreement without mutual agreement of the parties.

The Employer shall notify the Union 30 calendar days prior to the implementation of merging job classifications covered by this Agreement but, the decision to do so must be impact bargained in the manner outlined in Section 2 of this Article.

Section 4. Classifications Included in the Bargaining Unit

Newly hired employees in the classifications of Deputy Coroner, Senior Deputy Coroner, Forensic Laboratory Manager, Laboratory Technician, including rehired employees and employees transferred into this unit shall be considered introductory employees and must successfully complete a six (6) month introductory period before attaining regular full-time status. The six (6) month introductory period may be extended, at the discretion of the Coroner, twice for a period not to exceed three (3) months each.

Newly hired employees in the classifications of Executive Secretary and Senior Clerk, including rehired employees and employees transferred into this unit shall be considered introductory employees and must successfully complete a six (6) month introductory period before attaining regular full-time status.

During the introductory period, the introductory employee may be disciplined, discharged, laid off, or otherwise dismissed, on an at will basis, at the sole discretion of the Employer. Neither the reason for the termination of employment nor any disciplinary action taken may be a subject of or appealed through any grievance procedure.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1. Rights Residing in Management

Except as amended, changed or modified by this Agreement, the Employer retains the exclusive right to manage its operations, determine its policies, budget and operations, the manner of exercise of its statutory functions and the direction of its working forces, including but not limited to:

A) The right to hire, promote, demote, transfer, evaluate, allocate and assign employees' work and overtime;

B) To discipline, suspend and discharge for just cause;

C) To relieve employees from duty because of lack of work or other legitimate reasons;

D) To determine the size and composition of the work force, and to enforce reasonable rules of conduct and regulations;

E) To determine departments, divisions, sections, and work to be performed therein;

F) To determine the number of hours of work and shifts per work week;

G) To establish and change work schedules and assignments;

H) To introduce new methods of operation;

I) To eliminate, contract, and relocate or transfer work and maintain efficiency.

Section 2. Statutory Obligations

Nothing in this Agreement shall be construed to modify, eliminate or detract from the statutory responsibilities and obligations of the Employer, except that the exercise of its rights and furtherance of such statutory obligations shall not be in conflict with the provisions of this Agreement.

ARTICLE 3

NO STRIKE / NO LOCKOUT

This Agreement contains a grievance resolution procedure which provides for final and binding arbitration of disputes concerning the administration and interpretation of this Agreement. Therefore, during the term of this Agreement there shall be no strikes.

In addition, no lockout of employees shall be instituted by the Employer during the term of this Agreement.

Furthermore, the parties agree to interest arbitration over any differences that may arise concerning modifications or amendments to this Agreement at any termination date. Therefore, there shall be no strikes at any termination date and no lockout of employees shall be instituted by the Employer at any termination date.

ARTICLE 4

RESOLUTION OF IMPASSE

Both parties will follow the impasse resolution procedures as set forth in the Illinois Public Labor Relations Act, 5 ILCS 315/14 et.seq., or as subsequently amended.

ARTICLE 5

NON-DISCRIMINATION

Section 1. Prohibition Against Discrimination

There shall be no discrimination against any employee on the basis of race, gender, sexual orientation, creed, religion, color, marital or parental status, age, national origin, veteran status, disability, political affiliation and/or beliefs, or other non-merit factors.

Section 2. Union Membership and Activity

The parties agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by the Illinois Public Labor Relations Act or on account of membership, non-membership in, or activities performed on behalf of the Union.

Section 3. Membership Solicitation

Neither the Union nor its members shall solicit membership during an employee's work hours.

ARTICLE 6

DUES AND DEDUCTION AND FAIR SHARE

Section 1. Dues Deduction

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Union dues; P.E.O.P.L.E. contributions and initiation fee, if any, set forth in such form and any authorized increase therein, and shall remit such deductions with the names, address, and social security numbers bi-weekly to the AFSCME Council 31 at the address designated by the Council in accordance with the laws of the State of Illinois. Such authorization shall remain in effect unless withdrawn in writing thirty (30) days prior to the anniversary date of this agreement.

The Union shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

Section 2. Fair Share

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with Sections 3(f) and 3(g) and Section 6 of the Illinois Labor Relations Act 5 ILCS 315/1 et seq. The fair share amount, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees and remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union. The amount constituting each non-member employee's share shall not exceed dues uniformly required of union members.

The Union shall advise the Employer of any change in fair share fees, in writing, at least thirty (30) days prior to its effective date.

a. Employees who choose to be full members of the union shall authorize, in writing, the employer to pay full member fees to the Union through a payroll deduction. Employees who choose not to be full members or fail to provide a signed authorization to deduct full member fees shall have fair share fees deducted from their paycheck without written authorization in accordance with Act 315 Section 6(f) of the Illinois Labor Relations Act. The employer shall take such steps as maybe required to accomplish any wage, withholding, authorized or required by Sections 1 and 2 hereof and in accordance with the procedures set forth in Section 1 of this Article.

b. Parties hereto agree that the fair share payments hereunder shall be used in accordance with Section 6(e) of the Illinois Public Labor Relations Act.

c. In the event that any employee covered hereby is precluded from making a fair share involuntary contribution as required by Section 2 hereof on account of bonafide religious tenets to teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said involuntary deductions, provided, however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the fair share fee amount to a non religious charitable organization mutually agreed upon by the employee and the union in accordance with Act 315 Section 6(g) of the IPLRA. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.

d. The Union shall indemnify, defend, and hold the employer harmless against any claim, demand, suit cost, expense, or any other form of liability arising from or incurred as a result of any action taken by the employer, in complying with or carrying out the provisions of this article.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 1. Grievance

A.) A grievance is defined as a dispute between the Employer and the Union on behalf of any regular employee or group of regular employees, regarding the application, meaning or interpretation of this Agreement.

B.) Grievances shall be processed by the Union on behalf of a regular employee or on behalf of a group of regular employees or itself setting forth the name(s) or group(s) of the employee(s). If the grievance is filed on behalf of an individual employee, the Union shall have the grievant present at every step of the grievance procedure. If the grievance is filed on behalf of a group of employees, the Union may have one of the employees from the group present at any step of the grievance procedure. The resolution of a grievance filed on behalf of a group of regular employees shall be made applicable to all of the appropriate employees within that group.

C.) Introductory employees shall not be eligible to appeal disciplinary action including a termination of employment.

D.) The grievance must be presented in writing and should state the work rule, policy and/or contract provisions that were violated and the remedy for resolution of the grievance.

Section 2. Grievance Steps

STEP I. Immediate supervisor

The Union shall present the grievance in writing to the Immediate Supervisor within ten (10) working days from the date of the occurrence giving rise to the dispute. Within ten (10) working days after the grievance is presented at Step I, the Immediate Supervisor will schedule a meeting to discuss the grievance with the Union and the grievant. The meeting may have up to five (5) participants comprised of the Immediate Supervisor, Human Resources designee, the department steward or Local Union Representative, and Union Business Agent, or designee and the grievant. The circumstances surrounding the grievance will be discussed and the Immediate Supervisor shall provide a written decision to the Union within ten (10) working days of the meeting.

STEP II. Grievance Committee

The Union shall present the grievance in writing to the Coroner within ten (10) working days from the Step I response or the date the Step I response was due, whichever is later. Within ten (10) working days after the grievance is presented at Step I the Coroner will schedule a meeting to discuss the grievance with the grievance Committee and the grievant. The Grievance Committee will be comprised of five members: the Immediate Supervisor, the Coroner, the Director of Human Resources or designee, the department steward, or Local Union Representative, and the Union Business Agent, or designee and the grievant.

The Committee will discuss the circumstances surrounding the grievance and attempt to reach a mutually agreeable resolution. The resolution must be agreed upon by all Committee members before a decision can be changed or affirmed for the purpose of settling the grievance and preventing it from progressing to the next step. Any resolution shall be reduced to writing. The Director of Human Resources, or his/her designee that attended the Committee meeting, shall render a written report of the outcome of the Committee meeting regarding the grievance within ten (10) working days following the meeting and provide a copy of such report to the Union.

STEP III. Arbitration

If the outcome from the Grievance Committee is unsatisfactory, the grievance may be submitted by the Union to binding arbitration within fifteen (15) working days after receipt of the Grievance Committee report from the Director of the Department of Human Resources. Proof of such appeal shall be evidenced by a letter from the Union to the Director of Human Resources. Included in the letter shall be a list of seven (7) arbitrators acceptable to the Union. The Employer may suggest names of acceptable arbitrators to the Union.

The parties shall attempt to agree on an arbitrator within ten (10) working days after receipt of the notice of referral to arbitration.

If the parties are unable to agree on an arbitrator within the ten (10) working days, the parties shall jointly request and jointly pay the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) arbitrators.

The parties shall alternately strike the names of three arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators.

The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator.

The Employee or the Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The expense 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 the Agreement or to use the expedited arbitration procedures of the FMCS.

The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee or employees involved.

ARTICLE 8

UNION RIGHTS

Section 1. Union Activity During Working Hours

Employees shall, after giving appropriate notice and securing the permission of the supervisor, be allowed time off with pay during working hours to attend grievance hearings if such employees are entitled to or required to attend such meetings by virtue of being stewards, witnesses or grievants.

Section 2. Access to Premises by Union Representatives

The Employer agrees that AFSCME staff representatives shall have reasonable access to the premises of the Employer and the bargaining unit members during working hours, giving notice upon arrival to the appropriate Employer representative. Such visitations shall be for the reason of the administration of this Agreement and shall not substantially interfere with the operating needs of the Coroner's Office.

Section 3. Union Bulletin Boards

The Employer shall provide one bulletin board for the sole and exclusive use of the Union. The size of the Bulletin Board and location shall be mutually agreed to by the Union and the Employer. The items posted shall not be partisan, defamatory in nature and/or encourage the violation of County policies and procedures.

Section 4. Information Provided to Union

The Employer agrees to provide the Union Local President, Departmental Representative and Staff Representative with a copy of any information regarding the following personnel transactions on a work location basis upon final approval by the employer: new hires, promotions, re-allocations, reemployment, transfers, leaves, returns from leave, suspensions, discharge, resignations and lateral transfers. The Employer also agrees to provide the Departmental Representative and Staff Representative with the home address and telephone numbers of this bargaining unit's employees whenever an employee roster is printed.

In addition, the Employer shall furnish the Union Local President and Staff Representative every ninety (90) days with the current seniority rosters and reemployment lists. The union may request such information more frequently, and such requests shall not be unreasonably denied.

Section 5. Orientation for New Hires in Bargaining Unit Positions

Each newly hired bargaining unit employee shall be scheduled at a time and place mutually agreeable to the parties for an orientation which shall be provided by the Union. The Union orientation period shall be one - half (1/2) hour and may take place during the employee's regular working hours with no loss of pay to the employees involved.

Section 6. Time Off For Union Activities

No more than one (1) Local Union representatives at any one time shall be allowed time off without pay for legitimate Union business such as Union meetings, State or Area wide Union committee meetings, Union training sessions, State or International conventions, provided such representative shall give reasonable notice to his/her supervisor of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the Employer. Nothing herein would prevent an additional employee from being allowed time off if it does not substantially interfere with the operating needs of the Coroner's Office. The employee(s) may utilize any accumulated time (excluding sick leave) in lieu of taking such leave without pay. Such time off shall not be detrimental in any way to the employee's record.

Section 7. Union Leave

The employer shall grant requests for leaves of absence made by employees for the purpose of allowing the employee to serve as a union representative or officer. Such leave shall be pursuant to Section 4-8 of the Lake County Employee Policies and Procedure Ordinance. Such leave shall be unpaid; however, the employee shall continue to accrue seniority. Any request shall be made reasonably in advance.

ARTICLE 9

LABOR MANAGEMENT COMMITTEE MEETINGS

Section 1. Labor Management Committee

For the purpose of maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concern, there shall be labor management meetings and such meetings shall be scheduled at a time, place and date mutually agreed upon. Such meetings may be held when necessary with the mutual agreement of the parties. Such requests shall not be unreasonably denied by either party.

Each party shall prepare and submit an agenda to the other one (1) week prior to the scheduled meeting. Minutes shall be taken and forwarded to the parties.

Grievances shall not be a subject of discussion, unless agreed to by the parties.

The parties shall mutually agree upon the number of participants at any meeting.

ARTICLE 10

WORK RULES

The Employer may adopt work rules and shall make a copy available to all employees. The Employer agrees to post or make available a copy of the work rules whenever the Employer changes the work rules or issues new work rules applicable to bargaining unit employees, thirty (30) working days prior to notice, except in an emergency, before the effective date of the work rules, in order that the Union may request to meet and confer over changes and discuss possible alternatives and to negotiate if such rules are mandatory subjects of bargaining.

ARTICLE 11

DISCIPLINE

Section 1. Employee Discipline

The County agrees that an allegation of arbitrary or capricious application of its rules and regulations shall be subject to the grievance procedures. The County shall not discipline or discharge any regular employee without just cause. The County further agrees that disciplinary action shall be in a timely manner. Before disciplining an employee, an Employer representative shall meet with and inform him/her of the events giving rise to the discipline and the contemplated action to be taken, and the employee shall be given an opportunity to respond before discipline is imposed. The Employer shall notify the employee that the meeting may result in disciplinary action and of their right to Union representation. The employee may have a Union representative present at such meeting. Any meeting called by the Employer to discuss discipline shall be conducted without loss of pay.

Section 2. Corrective Discipline

The County agrees with the tenets of progressive and corrective discipline. Once the measure of discipline is determined and imposed, the County shall not increase it for the particular act of misconduct unless new facts or circumstances become known.

Disciplinary action or measures shall include only the following:

a) Oral reprimand; (documented in writing);

b) Written reprimand;

c) Suspension; and

d) Discharge.

Discipline may be imposed at any of the levels listed above depending on the severity of the violation and previous disciplinary action taken.

Section 3. Consideration of Discipline

Verbal or written disciplinary action shall not be taken into consideration when determining disciplinary action for subsequent violations if there have been no violations to any work rules/policies and procedures after two years.

Suspensions shall not be taken into consideration when determining disciplinary action for subsequent violations if there have been no violations to any work rules/policies and procedures after two (2) years.

Section 4. Right to Union Representation

An employee shall have the right to Union representation at any meeting if the employee requests representation and if the employee has reasonable grounds to believe that disciplinary action will be administered immediately after or during a meeting without any subsequent investigatory or due process meetings.

However, the Coroner may grant Union representation at any meeting.

ARTICLE 12

VACATIONS

Section 1. Amounts

All employees covered by the Agreement shall earn vacation time from their date of hire, pursuant to the current Section 4-2 of the Lake County Employee Policies and Procedures Ordinance.

Regular full-time employees accrue general leave credit at the following rates (according to years of continuous service):

1-5 years of service:	2 weeks per year
6-12 years of service:	3 weeks per year
13 years of service and up	4 weeks per year

Regular part-time employees accrue general leave credit on the same continuous years of service basis as regular full-time employees, except that it is prorated according to the number of hours actually worked. The prorated formula is:

1-5 years of service:	1 hr. of leave for each 26 hrs. worked
6-12 years of service:	1 hr. of leave for each 17 hrs. worked
13 years of service:	1 hr. of leave for each 13 hrs. worked

Introductory, temporary full-time and temporary part-time employees are not eligible for general leave. General leave credit is accrued from the employment date of the employee. However, if an employee should terminate before completing one year of service, he or she is not eligible for general leave.

Break in service: Employees who leave their employment with Lake County in good standing and are ultimately re-hired within thirty (30) months may have their accrual rate reinstated.

Section 2. Minimum Vacation Leave

To the extent sick leave may be exhausted, an employee may request and use vacation leave for purposes other than taking a vacation. Vacation leave shall not be requested, approved or taken in increments of less than one (1) hour.

Section 3. Holidays During Vacation Period

In the event a holiday occurs during the period when an employee is on approved vacation leave, such holiday may be considered as a holiday and shall not be counted as part of the employee's vacation.

Section 4. Vacation Pay

The rate of vacation pay shall be the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken. Vacation time shall count as time worked for overtime computation.

Section 5. Part-time Employees

Part-time employees shall earn vacation in accordance with the schedule set forth in Section 1 of this Article on a pro-rated basis determined by a fraction the numerator of which shall be the hours worked by the employee and the denominator of which shall be the normal working hours in the year required by the position.

Section 6. Vacation Schedules

Employees' vacations shall be scheduled on a "first come – first served basis". Any disputes arising from vacations shall be resolved by seniority on a rotating basis.

Section 7. Payment upon Separation

Upon separation the employee shall be paid all accrued vacation consistent with the current Section 4-2 of the Employee Policies and Procedures Ordinance.

Section 8. Maximum Accruals

Vacation may accrue up to a maximum of 330 hours.

ARTICLE 13

PAID HOLIDAYS

Section 1. Amounts

Paid holidays will be provided to bargaining unit employees in accordance with Section 4.1 of the Lake County Employee Policies and Procedures Ordinance:

Fixed Holidays:
New Years Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day and the Friday after Thanksgiving
Christmas Eve
Christmas Day

Floating Holidays:
Martin Luther King's Birthday
Lincoln's Birthday
Columbus Day
Veteran's Day

Section 2. Eligibility

To be eligible for holiday pay, the employee must have been employed with the County for fifteen (15) calendar days prior to the holiday and the employee must be on the payroll on the work day immediately preceding and on the workday immediately following the holiday. On the payroll means actively employed by the County and not on an unpaid leave of absence or unpaid administrative leave. Also, to be eligible for holiday pay, the employee must have worked or have been on paid authorized leave on the employees' last scheduled work day before the holiday and first scheduled work day after the holiday, unless absence on either or both of these work days is for good cause and approved by the County Coroner or designee.

It is understood by the parties that regular part-time employees shall be eligible for holiday payment in accordance with the Lake County Employee Policies and Procedures Ordinance on a pro-rated basis. Such pro-ration shall be according to the number of paid holidays regular full-time employees receive. Regular part-time employees shall be compensated for holidays, according to hours of work that are normally scheduled for that

workday. The holiday must fall on a day normally scheduled as a workday for regular part-time employees to be eligible for compensation.

Section 3. Carry Over

No more than three (3) floating holidays may be carried over into the next year. These three (3) days must be taken by March 31st or they will be lost.

ARTICLE 14

HOURS OF WORK AND OVERTIME

Section 1. Work Day and Work Week

1) The work week shall be defined as beginning at 12:00am on Wednesday and ending at 11:59 p.m. on the following Tuesday. The normal work week for full time employees shall consist of 37.5 or 40 hours.

2) The normal work day for full time employees in the Executive Secretary and Senior Secretary positions shall be Monday through Friday 8:30am to 5:00pm and shall include a one-hour unpaid meal period and two paid fifteen-minute breaks. One generally scheduled during the first half of the shift and the other during the second half of the shift.

3) The normal work day for full time employees in the following job classifications; Laboratory Technician, Forensic Laboratory Manager, Senior Deputy Coroner and Deputy Coroner positions, shall be Monday through Friday 8:00am to 5:00pm and shall include a one-hour unpaid meal period and two paid fifteen-minute breaks. One generally scheduled during the first half of the shift and the other during the second half of the shift.

Section 2. On Call Shift and Back-up Shift - Deputy/Senior Deputy Coroner

There shall be an on-call shift Monday through Friday. On-call shift hours shall be as follows:

1:00pm to 5:00pm	4 hours in office	at straight time pay
5:00pm to 8:00am	4 hours on call pay	at straight time pay

Saturday and Sunday on-call shift hours shall be as follows:

8:00am Saturday to 8:00am Sunday	8 hours on call pay	at straight time pay
8:00am Sunday to 8:00am Monday	8 hours on call pay	at straight time pay

Holidays on- call shift hours shall be as follows:

8:00am (day of holiday to 8:00am (the day after the holiday) 16 hours at straight time pay

In addition to the above, when an on-call employee is actually called out to a site she or he shall receive pay at time and one half for all hours worked with a minimum of two (2) hours at time and one half for each call out.

Back up Deputy Shift

While serving as a back up on call Deputy an employee shall receive compensation on the following basis:

Monday through Friday	5:00pm to 8:00am	1 hour at straight time pay
Saturday and Sunday		
8:00am Saturday to 8:00am Sunday	2 hours on call pay	at straight time pay
8:00am Sunday to 8:00am Monday	2 hours on call pay	at straight time pay

Holidays

8:00 am (day of holiday to 8:00 am (the day after the holiday) 3 hours at straight time pay

In addition to the above, when an on-call employee is actually called out to a site she or he shall receive pay at time and one half for all hours worked with a minimum of 2 hours at time and one half for each call out.

Section 3. Work Schedule

Work schedules showing the employees' shift, work days and hours shall be posted at all times, except for emergency situations.

Section 4. Overtime Payments

Time and one-half of the employee's regular hourly rate of pay shall be paid for all work performed in excess of eight (8) hours in any one (1) work day.

Overtime compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. There shall be no pyramiding of special and overtime rates.

Section 5. Overtime Equalization

a. Overtime Equalization

Overtime shall be distributed as equally as possible among the employees who are qualified and normally perform the work in the position classification in which the overtime is needed.

Section 6. Compensatory Time

Employees in the bargaining unit will have the option of accruing compensatory time. Employees may choose to receive overtime payment as compensatory time off at the same rate as overtime pay.

Employees may accrue up to 240 hours of compensatory time off each year by mutual agreement of the parties. All unused compensatory time shall be paid out by the end of the fiscal year.

Thereafter all overtime shall be paid in cash. Compensatory time may be used in one-hour increments or more provided reasonable advance notice is given and upon approval from the employee's supervisor.

Section 7. Call Back Pay

Any full-time employee called back to work outside his/her regularly scheduled shift or on his/her scheduled days off shall be paid a minimum of two (2) hours at one and one-half (1 1/2) times the employee's straight time hourly rate. If the employee has been called back, the Employer shall not require the employee to work for the entire two (2) hour period by assigning the employee extra nonessential work.

ARTICLE 15

RECORDS AND FORMS

Section 1. Attendance Records

The Employer shall maintain accurate, daily attendance records.

With reasonable notice, an employee and/or the Union (with written permission of the employee) shall have the right to review his/her time and pay records on file with the Employer.

Section 2. Records

All public records of the Employer shall be available for inspection upon request by the Union consistent with the County's Freedom of Information Act Ordinance.

ARTICLE 16

SENIORITY

Section 1. Definition

Seniority shall, for the purposes of vacation accrual, consist of an employee's length of continuous service since his most recent date of hire with the County. For all other purposes an employee's seniority shall consist of the length of continuous service since his/her most recent date of hire with the Coroner's Office.

Section 2. Introductory Period

Employees hired into the bargaining unit shall serve a six (6) month introductory period. The introductory period of non-clerical employees may be extended as described in Article 1 Section 4.

Section 3. Interruptions in Seniority

Seniority shall be interrupted by:

A) Resignation; provided however that such seniority shall not be interrupted by resignation when an employee is employed in another position in County service within one (1) year of such resignation and returns to the bargaining unit.

B) Discharge for just cause.

C) An employee has been laid off in excess of one (1) year.

ARTICLE 17

FILLING OF VACANCIES

Section 1. Selection

Any Bargaining Unit employee may apply for a vacant position: however, they must be deemed qualified and eligible in order to be considered for selection - this includes any certifications required by the Employer or State law.

The most senior incumbent employee within the Coroner's office who meets the qualifications shall be selected to fill the vacancy, unless a less senior incumbent employee or an outside applicant possesses superior skill and ability for the position.

Section 2. Definition of a Vacancy

A job vacancy exists when the employer decides to fill a position within the Coroner's office.

Such vacancies shall be posted for a period of five (5) working days, or more.

ARTICLE 18

LAYOFF

Section 1. Procedures

In the event it becomes necessary for the Coroner to consider the layoff of a regular part-time or regular full-time employee, (excluding introductory employees) the Lake County Coroner shall give at least thirty (30) days written notice to the employee and the Union indicating the reasons for such layoff. The Coroner shall agree to meet with the Employee(s) and the Union regarding the reasons if the parties so request. Introductory employees, temporary part-time employees and temporary full-time employees will be laid off before regular part time and regular full-time employees. Thereafter, the employee(s) in the affected job classifications with the least seniority within the Coroner Office shall be laid off. The laid off employee(s) shall be entitled to bump a less senior employee(s) who is covered by this Agreement and whose job is in an equal or lesser paid job grade and whose job he/she can perform without training. Ability to perform the job shall be understood to mean able to reach performance acceptability within a reasonable period of time (two weeks). Employees bumped pursuant to this provision shall themselves be entitled to bump less senior employees in the Bargaining Unit until the reduction in force is accomplished. Employees shall be given one opportunity to bump.

Section 2. Recall

A.) Employees who are laid off pursuant to this provision shall be recalled in the inverse order of layoff. Recalls shall be made by a certified return receipt letter to the last address provided by the laid off employee. Recalls shall be to any bargaining unit position the employee has the ability to perform. If the employee is recalled to a position other than that from which he/she was laid off, the employee shall retain recall rights to his/her former position and shift. Recall rights shall continue for one (1) year after an employee has been laid off.

B.) An employee shall return to work on his/her next scheduled shift following the expiration of 72 hours after receipt of notification from the Employer in accordance with Section 2A above. However, the employee may be allowed up to ten (10) working days from the date of notification if such time is required to give notice to another employer. In the event that the

employee fails to report to work at said time, unless excused by the Employer, the Employer may elect to recall the next employee entitled to recall or if no employees are entitled to recall, hire a new employee to fill such vacancy.

ARTICLE 19

LEAVE OF ABSENCE

Section 1. Leave

The Employer grants leaves of absence and sick leave pursuant to Section IV of the Lake County Policies and Procedures Ordinance, unless otherwise specified in this Article.

Section 2. Payment in Lieu of Sick Leave

The Employer shall continue to make payments in lieu of sick leave consistent with Section 4-5 (12). Compensation for Unused Sick Leave in the Lake County Employee Policies and Procedures Ordinance.

Section 3. Leave to Attend Job Related Conference

Employees may be granted leave with pay to attend job related conference.

Section 4. Treatment on Seniority

A Bargaining Unit Employee shall retain seniority while on a leave provided for under this Article.

Section 5. Sick Leave Use Restriction As County Policy

Accumulated paid sick leave may be used for illness, disability, or injury of the employee, appointments with professional medical practitioners, chiropractitioners, psychologists or mental therapists, and in the event of illness, disability or injury of a member of the employee's immediate family ("Immediate family" under the terms of this subsection of this Article includes children living in the employee's household for whom they have custodial responsibility).

Accumulated paid sick leave shall be used in increments of no less than one (1) hour at a time. While the Employer shall not discipline employees for legitimate use of such, the Employer may require evidence of use of sick time for the purposes contained within this Article if reasonable grounds exist to suggest abuse.

Section 6. Leave Notification

It is the responsibility of each employee requesting paid leave to notify their immediate supervisor in a timely manner.

Section 7. Sick Leave Abuse and/or Excessive Use Sanctions

Abuse or excessive use of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

Section 8. Personal Leave Use

Personal days shall not be used in increments of less than one (1) hour at a time. No personal days may be advanced to regular employees and probationary employees. Personal leave shall be granted under the provisions of Section 4-7 Personal Leave in the Lake County Employee Policies and Procedures Ordinance.

Policy

Personal leave for up to three (3) days is granted to every full-time County employee so that employees may receive paid time off to transact personal business.

Procedure

(1) Personal leave is time granted for discretionary purposes to every full-time County employee for three (3) days of each calendar year if he/she is on County payroll on the first day of the year. Employees not on the payroll on January 1st, but who go on the payroll later in the year, may have personal leave in accordance with the following table:

Date of Employment or of Return from Leave of Absence	Number of Personal Leave Days Allowed for Remainder of Calendar Year
After January 1, but before February 16	3
After February 15, but before April 16	2 1/2
After April 15, but before June 16	2
After June 15, but before August 16	1 1/2
After August 15 but before October 16	1
After October 15, but before December 16	1/2
After December 15, but before January 1	0

(2) Requests for personal leave should be submitted as soon as practicable in order to minimize any disruption to department operations. Department Heads may deny a personal leave request if the leave would interfere with the efficient and effective operations of the department or the County. A request for personal leave may be denied if the employee is on a plan for improvement, disciplinary probation or has been disciplined in writing for poor attendance during the three months preceding the employee's request to use personal leave. Personal leave time may not be used to cover time missed from work while the employee is on FMLA leave (regular or intermittent), an extended medical leave of absence or any other leave of absence granted by the County.

(3) Employees may not carry over unused personal leave from one calendar year to another.

(4) Since an employee's absence on personal leave is time granted rather than earned, employees will not be reimbursed for unused personal leave. In addition, at the termination of an employee's service, there shall be no payment for unused personal leave.

ARTICLE 20

PERSONNEL FILES

Section 1. Personnel Files

The Department of Human Resources shall maintain an official personnel file.

Section 2. Employee Review

Employees and/or their authorized Union representatives if authorized by the employee shall have the right to review the contents of their personnel files in accordance with the Illinois Personnel Record Review Act, 820 ILCS 40 *et seq*.

Section 3. Employee Notification

A copy of any disciplinary action or material related to employee performance which is placed in the personnel file shall be served upon the employee (it shall be the employee's duty to note receipt).

No discipline or adverse employment action shall be based on information contained in the employee's official personnel file but not made available upon inspection of the file.

At an employee's request, he/she may have included his/her rebuttal to anything placed by management in his/her file.

Section 4. Letter of Commendation

Letters of Commendation from supervisors or the general public shall be placed in the employee's file.

ARTICLE 21

HEALTH AND SAFETY

Section 1. Responsibility

A.) The Employer is responsible for providing safe and healthful working conditions for all employees and to ensure that each employee is trained for the job assigned and is familiar with established safety and work rules.

B.) Protective Equipment

The Employer will furnish specialized protective equipment, where appropriate, to those employees who by nature of a job assignment will be working in a hazardous environment or with a hazardous substance.

The employer agrees to provide each deputy that conducts investigation in the field with a ballistic vest.

The employer shall provide protective and or personal protective equipment for each employee which shall include, but not be limited to gloves, masks, PAPR respirators, protective clothing such as Tyveck suits, scrubs, safety glasses, prescription safety glasses (if necessary), rain coats, rain pants, heavy-duty rubber boots, foul weather gear, and autopsy shoes.

The employees shall observe all established safety and work rules and wear protective clothing and equipment

Section 2. Unsafe Work

A.) Employees shall report any unsafe work condition and/or equipment to their immediate supervisor or department head. Employees will not be required to work under such conditions and/or with such equipment.

ARTICLE 22

EMPLOYEE DEVELOPMENT AND TRAINING

Section 1. Educational Payment

The Employer agrees to provide tuition reimbursement and education and training opportunities consistent with the current Section 7-9, Tuition Reimbursement and Staff Development of the Lake County Employee Policies and Procedures Ordinance.

ARTICLE 23

CONTRACTING OUT

Section 1. General Policy

It is the policy of the Employer to make a reasonable effort to utilize its employees to perform work they are qualified to do and to that end the Employer may be able to avoid, insofar as is practical, the subcontracting of work performed by employees in the Bargaining Unit. However, the Employer reserves the right to contract out any work it deems necessary or desirable because of emergencies, greater efficiency, economy or other factors beyond the Employer's control or other related factors. Absent emergency, the Employer agrees to meet and confer with the Union before any bargaining unit work is contracted out.

ARTICLE 24

MISCELLANEOUS PROCEDURES

Section 1. Printing of the Contract

The County shall have this Contract printed and each bargaining unit employee shall be provided a copy. The Union shall receive two signed originals.

Section 2. Indemnification

The Employer shall be responsible for, hold employees harmless for, and pay for damages or monies which may be adjudged, assessed, or otherwise levied against any employee for an alleged injury arising out of an act or omission that occurs while the employee is acting in good faith, without malice, and in their official capacity while performing their duties. In such action, absent emergency, the employees shall have legal representation by the Employer.

This provision shall only apply where the County of Lake has been given timely notice of the action against the employee, the employee cooperates with the defense of the action, and the employee is not accused of engaging in criminal or willful conduct.

Section 3. Inoculations and Immunizations

The Employer shall provide inoculations and immunization shots for the employee upon request, no reasonable request shall be denied.

Section 4. Replacement of Personal Property/Evidence Tool Kit

The employer agrees to repair or replace as necessary an employee's damaged clothing, personal items, eye glasses, contact lenses, and prescription sun glasses, if such damage occurs during the course and scope of employment up to $600.00 per fiscal year.

ARTICLE 25

WAGES AND OTHER PAY PROVISIONS

Section 1. Wages

Wages covered by this Agreement shall be increased by the following amounts on the corresponding effective dates:

12/01/2016	General 2.25%	Plus Knowledge/Skills based Level Increase**
12/01/2017	General 2.5%	Plus Knowledge/Skills based Level Increase**
12/01/2018	General 2.5%	Plus Knowledge/Skills based Level Increase**

**Senior/Deputy Coroners and Forensic Toxicologists

The wage scale is attached hereto and made part of this Agreement in Appendix A. Hiring above the minimum starting salary for the position may occur when needed and is based on years of experience elsewhere in the position for which the person is to be hired. When this occurs, the Coroner and Lake County Human Resources will evaluate whether any incumbent with at least the same number of years direct experience in that job title is making less than the person to be hired at above minimum. If so, the employer will notify the union if and when this situation occurs.

Section 2. Knowledge/Skill Based Level Increase

Deputy/Senior Deputy Coroners and Forensics Toxicologists shall be eligible for Career Ladder Level Increases. Employees shall receive one level increase per year on their anniversary date.

Employee must meet Career Ladder requirements to qualify for annual adjustments. (Attachment B)

Section 3. Discretionary Proficiency Incentive Program

Employees not eligible for the Career Ladder Level Increase shall be eligible to receive a 2% performance increase on the completion of 3rd, 6th, and 9th anniversary provided:

- Their last two evaluations averaged a 3.75 or higher
- The employee does not have any adverse personnel actions in the prior two years
- The employee satisfactorily completes a proficiency evaluation (which may include the successful completion of a special project).

Employees will receive these performance increases in the years that Proficiency Increases have been granted to non-union employees. If the County Board does not budget for the performance/proficiency increase in any given year, those employees who are eligible may receive the increase (provided they successfully accomplish established goals and objectives) in the next year the Proficiency Increase is approved by the County Board.

Eligible employees may receive the incentive after successful completion of tasks and objectives determined during the previous budget year/process.

December 1st through December 31st—Special projects and tasks will be developed and discussed with employees. The department will also:

1. Determine and communicate to the eligible employee methods to measure the successful accomplishment of established task/special projects.
2. Determine and communicate to the eligible employee a date during the fiscal year when the established task/special projects will be evaluated to determine successful accomplishment.

January 1st through November 30th – Departments will gather information to determine if the eligible employee has successfully accomplished goals and objectives. The earliest an employee may receive the incentive is March of any fiscal year. The incentive will be effective on the date the goals have been accomplished.

Section 4. Insurance Benefits

a. Bargaining unit employees under this agreement shall continue to receive the same health, life, dental and other insurance benefits at the same employee/dependent premium cost as all other Lake County employees. Prior to finalizing discussions with any insurance carriers regarding changes in premiums or benefits the county shall consult with the A.F.S.C.M.E. representative.

b. Right to Select Carrier - The County reserves the right to provide this life insurance through a self-insured plan or under any group policy or policies issued by an insurance company or insurance companies selected by the County.

c. The County reserves the right to provide alternate insurance carriers, Health Maintenance Organizations or self insure as it deems appropriate.

d. Right to Select Carriers - The benefits provided for herein shall be provided through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the County. Insurance companies include regular line insurance companies and nonprofit organizations providing hospital, surgical, or medical benefits. All benefits are subject to the provisions of the policies between the County and the insurance company or the County and the Plan Administrator.

e. Non-Duplication of Benefits

(i) In the event any employee or dependent is entitled to benefits under any employee insurance plan or Employer's self-insurance plan providing benefits similar or identical to this Agreement, the benefits that would be payable under this group health insurance shall be reduced by the amount necessary, if any, so that the sum of all benefits payable under this group health insurance and under any other group plan shall not exceed the necessary, reasonable, and customary expenses for surgical

(ii) services rendered, and for all other services rendered, shall not exceed the amount provided for under this program. If the said other group plan

contains a provision for non-duplication of benefits, the group plan or program insuring the individual as an employee (as distinguished from a dependent) will be considered primary, and in the case of children, the group plan or program insuring the spouse with the earlier birth date in the calendar year will be considered primary.

f. Miscellaneous

(i) The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted shall result in no liability to the County or to the Union, nor shall such failure be considered a breach by the County or Union of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier from any liability it may have to the County, Union, employee or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier or plan administrator shall be controlling in all matters pertaining to benefits thereunder.

(ii) A difference between an employee (or his beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in any collective bargaining Agreement between the County and the Union. The County will, however, designate representatives who will be available for consultation with claimant employees (or with a designated benefit claim representative of the Union), so that a full explanation may be given with respect to the basis of disposition of claims and so that claimants may be assisted by the County in receiving all the benefits to which they are entitled under the terms and conditions of any contract or policy issued by the carrier.

ARTICLE 26

AUTHORITY OF CONTRACT

Section 1. Partial Invalidity

Should any part of this Agreement or any provision contained herein be determined to be contrary to law by a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

The parties shall renegotiate the invalidated part or provisions. If the parties cannot reach agreement, the dispute shall be submitted to a mutually agreed upon arbitrator.

Section 2. Termination

This Agreement shall be in effect from December 1, 2016 to November 30, 2019 and year to year thereafter, unless not more than one-hundred twenty (120) days, but not less than sixty (60) days prior to December 1 or any subsequent December 1, either party gives written notice to the other of its intention to amend or terminate this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS THIS THE

_____DAY OF_____, 2018

FOR THE UNION,
AFSCME COUNCIL 31

_____

_____

_____

_____

_____

_____

_____

FOR THE COUNTY OF LAKE

_____

Aaron Lawlor, CHAIRMAN
LAKE COUNTY BOARD

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS THIS THE

_____DAY OF_____, 2018

FOR THE UNION,
AFSCME COUNCIL 31

8-16-18

8/16/18

8/16/18

_____

_____

_____

_____

FOR THE COUNTY OF LAKE

_____
Aaron Lawlor, CHAIRMAN
LAKE COUNTY BOARD

_____
Howard Cooper
Coroner

Attest: _____
Carla N. Wyckoff
Lake County Clerk

Wage Table
APPENDIX A

EFFECTIVE DECEMBER 1, 2016 (2.25% INCREASE)

Job Title	Minimum	Maximum
Autopsy Tech/Clerk	15.34	21.93
Laboratory Technician Forensic Toxicologist	17.15	30.50
Administrative Clerk	18.80	26.88
Executive Secretary Deputy Coroner Forensic Lab Manager	27.14	39.71
Senior Deputy Coroner	32.63	48.27

EFFECTIVE DECEMBER 1, 2017 (2.5% INCREASE)

Job Title	Minimum	Maximum
Autopsy Tech/Clerk	15.72	22.48
Laboratory Technician Forensic Toxicologist	17.58	31.26
Administrative Clerk	19.27	27.55
Executive Secretary Deputy Coroner Forensic Lab Manager	27.82	40.71
Senior Deputy Coroner	33.44	48.27

EFFECTIVE DECEMBER 1, 2018 (2.5% INCREASE)

Job Title	Minimum	Maximum
Autopsy Tech/Clerk	16.11	23.04
Laboratory Technician Forensic Toxicologist	18.02	32.05
Administrative Clerk	19.76	28.54
Executive Secretary Deputy Coroner Forensic Lab Manager	28.51	41.72
Senior Deputy Coroner	34.28	50.72

APPENDIX B

Career Ladder for Deputy Coroner and Forensic Toxicologist

Level	Years of Service Incumbent	Number of Training Hours	Required Training Courses/waivers	Percentage of increase
One	Entry-Level	40	• To be determined by Coroner	0.5%
Two	Minimum of one year as incumbent	40	• To be determined by Coroner	0.5%
Three	Minimum of two years as incumbent	40	• To be determined by Coroner	1.50%
Four	Minimum of three years as incumbent	40	• To be determined by Coroner	1.50%
Five	Minimum of four years as incumbent	40	• To be determined by Coroner	1.50%
Six	Minimum of five years as incumbent	40	• To be determined by Coroner	1.50%
Seven	Minimum of eight years as incumbent	40	• To be determined by Coroner	1.50%

APPENDIX C
Career Ladder for Senior Deputy Coroner

Level	Years of Service Incumbent	Number of Training Hours	Required Training Courses/waivers	Percentage of increase
One	Entry-Level	40	• To be determined by Coroner	0.75%
Two	Minimum of one year as incumbent	40	• To be determined by Coroner	0.75%
Three	Minimum of two years as incumbent	40	• To be determined by Coroner	1.50%
Four	Minimum of three years as incumbent	40	• To be determined by Coroner	1.50%
Five	Minimum of four years as incumbent	40	• To be determined by Coroner	1.50%
Six	Minimum of five years as incumbent	40	• To be determined by Coroner	1.50%