

COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN

POLICEMEN'S BENEVOLENT LABOR COMMITTEE

AND

MADISON COUNTY BOARD AND MADISON COUNTY CORONER

DECEMBER 1, 2016 TO NOVEMBER 30, 2020

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MEMORANDUM OF AGREEMENT

The parties hereto, Madison County Board and the Madison County Coroner (hereinafter referred to collectively as the "County" or "Employer") and the Policemen's Benevolent Labor Committee (hereinafter referred to as the "Union") recognizing the need for harmonious relations between the Employer and the Employees herewith enter into this Agreement.

ARTICLE 1- MANAGEMENT RIGHTS

The County, through its duly elected Coroner, retains the sole and exclusive right to manage the affairs of the Coroner's Office and to direct its work forces. Such functions of management shall be as follows:

- A. Ownership, control and maintenance of County property and facilities.
- B. Direction generally of the work of Employees, including the right to hire, discharge, suspend or otherwise discipline Employees for just cause; to promote, demote, transfer and assign Employees to shifts and determine the amount of work needed and to lay, off Employees because of lack of work; provided, however, that these rights will not be exercised in any way inconsistent with or in violation of any other provision of this Agreement.

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the County, or in any way abridging or reducing such authority

ARTICLE 2- RECOGNITION OF UNION SECURITY

Section 2.1. - Recognition

The County recognizes the Union as the sole and exclusive collective bargaining agent with respect to wages, hours, and conditions of employment for all Employees, including part time Employees, (collectively referred to as employees) holding the job titles of Chief Investigator, Senior Investigator and Investigator in the Coroner's Office.

The County recognizes that all Employees holding the job titles of Chief Investigator, Senior Investigator and Investigator, and Probationary Investigator in the Coroner's Office are peace officers within the means of the Illinois Public Labor Relations Act.

Section 2.2. - Union Security

A. Dues Check-off

The County will deduct from each Employee's paycheck, the uniform, regular monthly dues for each Employee in the bargaining unit who has filed with the County a voluntary check-off authorization. A member desiring to revoke the dues check-off may do so by written notice to the County and the Union at any time upon sixty (60) days' notice. The actual amount deducted, as determined by the Union shall be a uniform sum of money for each Employee. If the Employee has no earnings or insufficient earnings due for that period, the Union shall be responsible for collection of dues. The Union agrees to refund to the Employee any amounts paid to the Union in

error on account of this dues deduction provision. The Union may change the fixed uniform dollar amount to be deducted with thirty (30) days' notice to the County.

B. Fair Share

Any present Employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the sixtieth (60th) day of employment, also be required to pay a fair share fee as defined above-as a condition of continued employment. The County shall, with respect to any Employee in whose behalf the County has not received a written authorization as provided for above, deduct from the wages of the Employee the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

1. The Union has certified to the County that the affected Employee has been delinquent in his/her obligation for at least thirty (30) days;
2. The Union has certified to the County that the affected Employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the Employee has been advised by the Union of his/her obligations pursuant to this Article and the manner in which the Union has calculated the fair share fee;
3. The Union has certified to the County that the affected Employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the Employee and the Union for the purpose of determining and resolving any objections the Employee may have to the fair share fee.

C. Union Indemnification

The Union shall indemnify, defend and save the County harmless against all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the County in complying with the provisions of this Article. If an improper deduction is made the Union shall refund directly to the Employee any such amount and shall so notify the County at least five (5) days prior to the issuance of the next payroll check.

D. Security

The Employer recognizes the integrity of the bargaining unit and will not take any action directed at eroding it. Subject to the provisions of this Agreement, the Employer will continue to assign bargaining unit work to bargaining unit Employees.

ARTICLE 3- GRIEVANCE PROCEDURE

Section 3.1. - Definition

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps: For the purpose of this Agreement a grievance shall be defined as any dispute or difference of opinion raised by an Employee against the County involving the meaning, interpretation, or application of the provisions of this Agreement, including actions involving demotion, suspension and termination.

Section 3.2. - Procedure Steps and Time Limits

Step 1

Any bargaining unit member (with or without representation) may file a grievance in writing on the form attached hereto as Appendix B with the Employee's immediate Supervisor, within ten (10) business days of the date of the occurrence of the event giving rise to the grievance or within ten (10) business days after the Employee, through the use of reasonable diligence could have obtained knowledge of the occurrence of the event giving rise to the grievance. The immediate Supervisor shall attempt to adjust the matter and shall respond to the Employee within ten (10) business days with a solution or a response. The grievance form shall be signed and shall set forth all relevant facts, the provisions of the Agreement allegedly violated and a requested remedy.

A business day shall be considered any day on which the County governmental offices are open to the general public from 8:30 a.m. to 4:30 p.m.

Step 2

If the grievance remains unsettled at Step 1, the Employee (with or without representation) may appeal the grievance to the Coroner or his/her designee, within ten (10) business days of the Step 1 response, or the date the Step 1 response was due. The Coroner or his/her designee shall attempt to adjust the matter and shall respond to the Employee within ten (10) business days with a solution or a response. Either party may request, in writing, a meeting to attempt to resolve the grievance. If no meeting is requested the Coroner or his/her designee shall respond to the appeal within ten (10) business days. If a meeting is requested and the grievance is not resolved at said meeting the Coroner or his/her designee shall respond to the Union within ten (10) days after the conclusion of the meeting.

Step 3

If the grievance remains unsettled at Step 2, the Union, within ten (10) business days of the Step 2 response, or date the Step 2 response was due, may demand, that the matter be submitted to binding arbitration in accordance with Section 3.3 through 3.5 herein.

Section 3.3. - Arbitration

The County and the Union shall obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) to be requested by either or both parties. Both the

County and the Union shall have the right to each strike one (1) entire panel received from the FMCS. The Union shall strike three (3) names and the Employer shall strike three (3) names. The remaining person shall be designated as the arbitrator. The party filing for arbitration shall strike first.

Section 3.4. - Authority of Arbitrator

The parties agree that grievance arbitration hearings held pursuant to this procedure may be expedited. The arbitrator shall have no authority to amend, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall submit in writing his/her decision to the County and the Union following the close of hearing(s) or submission of briefs, whichever is later. The decision of the arbitrator shall be final and binding upon the Employer, Union and affected Employee(s).

Section 3.5. - Expenses of Arbitration

The fees and expenses of the arbitrator and the arbitration hearing, which shall be transcribed by a certified court reporter, shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensation of its own representatives and witnesses. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript.

Section 3.6. - Limitation Periods

No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) business days of the occurrence of the event giving rise to the grievance or within ten (10) business days after the Employee, through the use of reasonable diligence could have obtained knowledge of the occurrence of the event giving rise to the grievance. If the Union or Employee fails to comply with the limitation periods set forth herein, then the grievance shall be considered settled on the basis of the County's last response. Should the County fail to follow the limitation period, or not respond as set forth herein, then the aggrieved Employee may elect to treat the grievance as denied and immediately appeal the grievance to the next step. The parties may by mutual agreement extend any of the time limits as set forth in this Article.

ARTICLE 4- BILL OF RIGHTS

All disciplinary investigations, internal affairs investigations and formal inquiries will be conducted in accordance with 50 ILCS 725 "Uniform Peace Officers Disciplinary Act." In addition, as unionized employees, employees shall be afforded all of the rights and privileges granted under *Weingarten v. NLRB*, 420 US 251 (1975), 43 L ED. 2d 171, 95 CT 959 and *Morgan v. Central Management Services*, ISLRB (1 PERT 2020).

ARTICLE 5- EMPLOYEE SECURITY

Section 5.1. - Standards of Discipline

- A. No Employee shall be suspended, relieved from duty or disciplined in any manner without just cause.
- B. Disciplinary actions shall be limited to oral reprimands, written reprimands, demotion, suspension and termination.
- C. Discipline shall be corrective and progressive and shall be designed to improve behavior rather than simply punish. The parties recognize that certain types of serious offenses can warrant discipline commensurate with the offense. In such cases progressive discipline shall not apply.
- D. Disciplinary action taken by the Coroner may be appealed as set forth in Article 3.E. No work currently being performed by Employees holding the job titles of Chief Investigator, Senior Investigator and Investigator in the Coroner's Office shall be contracted out.

Section 5.2. - Grievance of Discipline

Employees who are the subject of disciplinary action shall have the right to grieve such disciplinary action under the provisions of Article 3.

ARTICLE 6- PERSONNEL FILES

Section 6.1. - Personnel Files

The Employer shall keep a personnel file for each Employee within the bargaining unit. While not intended as an exhaustive list, the personnel file shall, to the extent such material exists, contained pre-employment information, reference reports, credit checks, and all disciplinary actions taken against the Employee, including but not limited to oral reprimands, written reprimands, suspensions from duty and complaints as well as material outlined in Sections 6.3 and 6.4 of this Article. The Employer is free to keep working files but material not contained in the personnel file may not provide the basis for disciplinary or other action taken against an Employee.

Section 6.2. - Inspection

Upon written request of an Employee, the Employer shall permit an Employee to inspect his personnel file subject to the following:

- A. Such inspection shall occur within four (4) days following receipt of a request;
- B. The Employee shall not be permitted to remove any part of the personnel file from the premises but may obtain one complete copy of the entire file once per year at no cost to the Employee;

C. Such inspection shall occur during the hours from 8:30 a.m. to 4:30 p.m. Monday through Friday;

D. Upon written authorization by the requesting Employee, in cases where such Employee has a written grievance pending, and is inspecting his file with respect to such grievance, that Employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in this Article.

E. The employee shall be notified in writing of the findings of the investigation or informal inquiry within fifteen (15) days after the completion of the investigation.

Section 6.3. - Notification and Reply

Employees shall be given immediate notice by Employer when a notice of oral reprimand, written reprimand, written warning or other disciplinary documentation is placed in their personnel file. A copy of the notice or oral reprimand, written reprimand or disciplinary documentation shall be delivered to the Employee. Upon receipt of such copy, the Employee shall acknowledge such receipt by initializing and dating the original. The Employee may prepare a written reply to the notice of oral reprimand, written reprimand or disciplinary documentation. The written reply shall be permanently attached to the notice of oral reprimand, written warning, or other disciplinary documentation prior to placement in the personnel file.

Section 6.4. - Employee Additions to Personnel File

An Employee may submit, without the necessity of supervisory approval, documents to become a permanent part of the personnel file. Such documents shall include, but not be limited to, certificates of special training, letters of commendation, documentation of accomplishment, or other material that would be favorable to the Employee's interests.

Section 6.5. - Limitation on Use

Any prior disciplinary action taken may be used as evidence or in consideration of an appropriate remedy at a subsequent disciplinary action for a period of time not to exceed one (1) year except as stated herein and shall thereafter be removed from the Employee's disciplinary history and not used as evidence or in support of any adverse employment action.

Any record of discipline greater than one (1) year shall not be used to support an adverse employment action. This is contingent on the Employee having no other disciplinary action during that period of time. If the Employee does not have other disciplinary action during the preceding one (1) year period of time, then the time limitations stated herein begin to run anew from the date of imposition of the subject disciplinary action.

Information relating to a traffic accident involving a County vehicle may be used and/or considered in determining future discipline for a period of time not to exceed two (2) years from the date of such traffic accident and shall thereafter not be used and/or considered in any employment action provided there is no intervening traffic accident involving a County vehicle.

If there is a subsequent traffic accident, the two-year period shall run from the date of the most recent accident and any prior accidents not already removed from the file may be used and/or considered in employment actions.

ARTICLE 7- LIABILITY INSURANCE, VEHICLES & SAFETY

The County shall provide liability coverage to protect all Employees for any claims against them while acting in the line of duty. Such coverage shall be no less than the following:

<u>TYPE</u>	<u>COVERAGE</u>
Professional Liability	\$250,000/\$500,000 - Personal \$ 50,000 – Property
Vehicle Liability	\$250,000/\$500,000 - Primary Auto \$250,000 — Uninsured/underinsured Motorists

ARTICLE 8- PROVISIONS FOR TRAINING & SCHOOL

Section 8.1. — Training Hours

The County and the Union agree that maintaining a high level of proficiency in law enforcement, medicolegal death investigation and/or related skills is in the best interest of the County, the Coroner's Department, and the Employees. Training in law enforcement, medicolegal death investigation and/or related skills may be offered during duty or off-duty hours. Should such training be made mandatory, either through a direct order of the Coroner or as a State-mandated requirement or to maintain certification under the requirements of any Board, including the American Board of Medicolegal Death Investigators and occur on the Employee's regularly scheduled time off, the Employee shall be compensated for those hours actually in attendance at the training or schooling at the rate of time and one-half (1-1/2) times the Employee's regular hourly rate of pay. Such compensation can be accepted, by mutual consent of the Employee and Employer, in the form of pay or compensatory time off, if there is no mutual consent, then such compensation shall be in the form of pay. Should such mandatory training occur during the Employee's regularly scheduled work time, the Employee shall be paid his/her regular straight time pay for the hours in attendance. The Employer may adjust work schedules for mandatory training.

Employees who have been approved to attend voluntary training shall have their work schedules adjusted so as to coincide with said training. Employees will be compensated at their regular rate of pay for up to twelve (12) hours per day or eighty (80) hours in a fourteen (14) day period. Employees upon completion of duty training shall report back to work to complete the remainder of their shift assignment.

The Employer shall post notice of job-related training courses offered to Employees. Such courses shall be posted at the discretion of the Coroner's office.

Section 8.2. - Basic Required Training

All Employees hired for the purpose of and employed in the capacity of Chief Investigator, Senior Investigator, Investigator, or Probationary Investigator shall be required to attend and to successfully complete the forty (40) hour medicolegal death investigation course and the forty (40) hour mandatory firearms training course. The aforesaid training shall be successfully completed prior to the end of the Employee's probationary period. Failure to successfully complete the aforesaid basic required training shall result in immediate termination of the Employee.

All Employees shall receive twice annually, a firearms training/qualification session. These Employees shall be allowed to attend such session while on duty during a regularly scheduled work day. If the Employee is required to attend said training during his/her regularly scheduled time off or on a paid leave day, the Employee shall be compensated for the actual time spent in said training at the rate of time and one-half (1-1/2) times the Employees regular hourly rate.

All Employees required to attend a job-related school, seminar or training session shall be compensated or reimbursed for their expenses in accordance with the "Travel Regulations - County Officials and Employees", which is hereby made a part of this Agreement, whenever such school, seminar or training session meets outside of the geographic boundaries of Madison County.

Section 8.3 – Promotion Requirements

All employees shall serve a one (1) year probationary period upon employment with the Madison County Coroner's Office. Upon successful completion of their probationary period, employees will be promoted to Investigator. An individual employee's probationary period may be extended by joint agreement between the Union and the Employer.

Investigator – The Employer shall determine the qualifications for this classification

Senior Investigator – The employee shall be required to obtain, and maintain, an American Board of Medicolegal Death Investigators (ABMDI) Fellow to be eligible to be elevated to this classification. The Supervisory Investigator shall be reclassified as a Senior Investigator.

Chief Investigator – The Chief Investigator shall be required to obtain, and maintain, an American Board of Medicolegal Death Investigators (ABMDI) Fellow to be selected for this position, however, the incumbent of this position prior to the execution of this agreement shall not be subject to this requirement.

ARTICLE 9- JOB SECURITY

Section 9.1. - Filling of Vacancies

Both the Employer and the Employees agree that it shall be in the best interest of the Employees of this department and the citizens of Madison County to maintain a sufficient level of staffing so as not to create any undue risks with manpower shortages. Both agree that in accordance with said concern, the Employer shall make reasonably prompt efforts to fill

employment vacancies created during the term of this Agreement with regard to any position so covered by this Agreement, depending on staffing needs and the availability of funding.

Both the Employer and the Employees agree that if the Employees believe that staffing levels in existence throughout the period of this agreement create any undue risks of harm or Employee safety that the parties, upon written request of the Employees or the Union, will meet and discuss the issue of staffing levels.

ARTICLE 10 -WAGES

A. Base Wages (*See Appendix A*)

12/01/16	12/01/17	12/01/18	12/01/19
11/30/17	11/30/18	11/30/19	11/30/20
2.25%	2.25%	*2.25%	*2.25%

* Employer has the right to re-open the contract, for the years beginning December 1, 2018 and December 1, 2019, on the issue of wages only, in the event that state tax disbursements and/or property tax freeze significantly impairs the employer’s ability to fund the wage increase.

B. Shift Premium/Straight Shifts — the following shift premium will be added to the base for all employees permanently assigned to work the following shift. Said premium will also be added to the base wage rate for those employees temporarily assigned to the said shift for the period of time he/she is working the shift.

Ten (10) a.m. to Ten (10) p.m. - Thirty (30) cents per hour.
Six (6) p.m. to Six (6) a.m. - Forty (40) cents per hour.

C. Longevity Pay. A longevity pay increase for employees covered by this Agreement shall be added to the employees' hourly base rate as reflected in Appendix A:

Employees with five through nine years of service	6.5% of base pay
Employees with ten through fourteen years of service	13% of base pay
Employees with fifteen through twenty-four years of service	18.5% of base pay
Employees with twenty-five or more years of service	21.5% of base pay

D. Service credits All Employees covered by this Agreement shall be given service credit for all periods of employment in other Coroner's offices located in the State of Illinois.

E. Sick Leave Accrued Prior to November 1, 1999. For all Employees who have been hired on or before November 1, 1999, and who have accumulated sick leave, the Employer hereby agrees to purchase 50% of the accumulated sick leave from each respective Employee at the end of the first payroll subsequent to the effective date of this Agreement.

In addition to the foregoing, 25% of the accumulated sick leave will be purchased by the Employer and with the Employer contributing said monies into a Post-Employment Health Plan (PEHP) administered by the Public Employees Benefit Services Corporation (PEBSCO).

In addition to the foregoing, the remaining 25% of the accumulated sick leave of each Employee shall be credited to each Employee's allotted accumulation of sick days under Article 16.

The provisions of the subsection of this Article are to be construed with Article 15, Post Employment Health Benefits, and Article 16.

The provisions of this subsection of this Article are contingent upon the Employees hired on or before November 1, 1999 signing a release of all claims that each Employee may have against the Coroner's Office and/or Madison County under the Fair Labor Standards Act (FLSA) 29 U.S.C. §§ 201 et. seq.

F. Compensatory Time And Sick Leave Accrued On Or After November 2, 1999 Compensatory Time in excess of one hundred eighty (180) hours and sick leave time in excess of one thousand, four hundred forty (1,440) hours shall be purchased by the County from the Employees annually on the date of the date of issuance of the first payroll subsequent to December 1 by the County contributing the money equivalent into a Post-Employment Health Plan (PEHP) administered by the Public Employees Benefit Service Corporation (PEBSCO). Employees shall be allowed to use compensatory time in one (1) hour increments.

G. Holiday Pay If a Holiday as set forth in Article 13 falls on an Employee's day off or during his/her vacation, he/she shall be paid, eight (8) or twelve (12) hours of compensatory time, depending on the hours regularly scheduled for that day.

If a Holiday falls on a Saturday outside of the employees regularly scheduled hours of work, employees shall receive the Holiday on the preceding Friday. If a Holiday falls on a Sunday outside of the employees regularly scheduled hours of work, employees shall receive the Holiday on the following Monday.

H. Sheriff's Law Enforcement Personnel (SLEP) Retirement Incentive If the employees covered by this Collective bargaining agreement are included in the Sheriffs Law Enforcement Personnel pension plan, the Employer shall comply with all statutory obligations attached thereto.

ARTICLE 11- HOURS OF WORK

Section 11.1. - Hours of Work

A work week shall begin at 12:01 A.M. each Saturday and end at 12:00 Midnight the following Friday. For purposes of this Agreement, the normal hours of work for Employees shall be described as twelve (12) hours per day or eighty (80) hours in a fourteen (14) day pay period. The following shifts will be worked:

First Shift - 6:00 A.M. to 6:00 P.M.

Second Shift - 10:00 A.M. to 10:00 P.M.

Third Shift- 6:00 P.M. to 6:00 A.M.

It is understood that the Employee who is assigned to the second shift can have his or her shift schedule modified so as to accommodate the staffing needs.

The work shifts or hours of work set forth in this Agreement may be changed during the life of this Agreement at the discretion of the Coroner. The Coroner shall notify the union in writing of any change in work shifts or hours of work. For purposes of this contract overtime shall be defined as hours worked by the Employee in excess of the regularly scheduled twelve (12) hours per work day or eighty (80) hours per fourteen (14) days' work in increments of one half hour (30 minutes). Overtime shall be calculated from the time that the Employee reports being in service and shall terminate upon the Employee reporting out of service. The Employee shall be compensated for such overtime hours worked at the rate of time and one half (1 1/2) of the Employee's regular pay for the overtime worked. Overtime worked in excess of a quarter hour (15 minutes), but less than one half, shall be rounded up to the next one-half hour (30 minutes) increment, and the Employee shall be compensated accordingly. Overtime compensation shall be made in the form of monetary payment or as compensatory time off, as mutually agreed upon by the Employer and Employee. If there is no agreement, the Employee shall receive monetary payment.

The Employer shall make all reasonable efforts to ensure that employees receive a twenty-four (24) hour notification prior to any change in an employee's regularly scheduled hours of work.

Section 11.2 - Overlay Shift

Notwithstanding the provisions of Section 11.1, there shall be permitted an overlay shift assignment. For the purposes of this agreement, the overlay shift assignments work week shall begin at 12:01 a.m. each Saturday and end at 12:00 midnight the following Friday. The normal hours of work for the overlay shift assignment shall be five (5) consecutive eight (8) hour days on either a Monday through Friday or Sunday through Thursday schedule, 9:00 a.m. through 5:00 p.m., or eighty (80) hours in a fourteen (14) day period.

Section 11.3. - Holiday Standby Assignments and/or Standby Assignments

In addition to the hours of work set forth in Section 11.1, two bargaining unit members shall be assigned to standby on a holiday. Standby shall consist of one twelve hour shift per bargaining unit members. Standby assignments shall be assigned on the basis of strict seniority. Holiday standby shall be paid in the following manner:

- A. One (1) hour of regular pay for every four (4) hours on pager call; and,
- B. A minimum of four (4) hours or the actual time worked, whichever is greater, at a rate of one and one-half (1 1/2) the Employee's regular rate of pay if called out.

Section 11.4. - Call Out

For purposes of this contract, "call out" shall mean any instance whereby an Employee who would normally have been on his/her regularly scheduled time off, is called in to work. The Employee called out shall be compensated by either pay at time and one-half (1 1/2) the Employee's regular rate of pay, or compensatory time at the rate of time: and one-half (1 1/2) the Employee's regular rate of pay, for four (4) hours or the actual time worked, whichever is greater. The use of compensatory time off as compensation for call out time shall be mutually agreed upon by the Employer and Employee. If there is no agreement, the employee shall, receive monetary payment. Call out shall further be subject to the following provisions:

When the call out requires two people, the most senior Chief Investigator, Senior Investigator, or Investigator shall be called out. Each time the call out work is activated, the Coroner, or his/her designee, shall offer the call out work to the next most senior person. Thus the call out work will be offered on a rotating basis amongst these positions. The Senior Investigator, Investigator, or Probationary Investigator, assigned to the person called out, shall also be called out.

- A. Call out work requiring only one person shall be offered to those Employees by seniority.
- B. Employees shall not have their regularly scheduled shifts adjusted, either by delaying the normal starting time or by ordering an early quitting time, in order to avoid payment of overtime or call out pay. Likewise, an Employee's regularly scheduled days of work and regularly scheduled days off shall not be adjusted to avoid payment of overtime or call out pay. This provision shall not preclude the Employer from asking Employees to voluntarily alter their work schedules to accommodate staffing needs or to modify the employee's scheduled shift as set forth in Section 11.1, above.
- C. No Employee shall be allowed to report to work on his/her regularly scheduled time off unless called out by the Coroner. Should an unusually large work load or other circumstance necessitate such a call out, the Coroner shall activate the call out in accordance with the call out procedure as defined herein.

Section 11.5. - Distribution of Scheduled Overtime

Scheduled overtime shall be equitably distributed among eligible and qualified Employee's according to seniority.

Notwithstanding the foregoing provision where an Employee has started a call within thirty (30) minutes of the termination of the shift, the Employee shall be permitted to complete the call. It is also agreed that work shall not be reassigned or held so as to avoid assigning the work or call to an Employee within thirty (30) minutes' of the termination of the shift and thereby avoiding the payment of overtime.

Section 11.6. - Court Time Pay/Coroner's Inquest Pay

Court time in excess of an Employee's regularly scheduled twelve (12) hour work day or requiring the Employee's appearance on his/her regularly scheduled time off, shall be compensated for those hours on "standby" with respect to the following schedule:

½ hr. to 8 hrs.	2 hours
9 hrs. to 16 hrs.	4 hours
17 hrs. to 24 hrs.	6 hours

ARTICLE 12- SENIORITY

For purposes of this Agreement, Seniority shall be defined as the Employee's length of continuous uninterrupted service with the Madison County Coroner's Office.

For the purposes of this Agreement, "probationary employee" is defined as a full-time employee who has been employed by the Coroner's Office for one (1) year of continuous service or less. Probationary employees shall have no recourse to the grievance procedure provided for in this Agreement in the event of a disciplinary action including discharge.

Should two or more Employees have the same hire date, then the Employee with the higher rank shall have seniority. If two or more Employees have the same hire date and the same rank the Employee with the most continuous uninterrupted time in rank shall be the most senior.

Should two or more Employees have the same hire date, the same rank and the same length of continuous uninterrupted time in rank seniority shall be determined by a drawing. A designee of the Department and a designee of the Union shall conduct the impartial random drawing of the names of the affected Employees. The Union shall draw the first name then the Department shall draw the next name and so forth until only one name remains. The Employee whose name is drawn first shall be the most senior, the second name drawn will be next senior and so forth until only one name remains. The remaining Employee shall be the least senior of the group of affected Employees.

Seniority shall apply and prevail for qualified Employees covered under this Agreement with regard to layoffs and other situations as herein defined.

ARTICLE 13- HOLIDAYS

Paid Holidays shall be identified and acknowledged per this contract as:

1. New Year's Day
2. Dr. Martin Luther King's Jr. Day
3. President's Day Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day

8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Friday following Thanksgiving
12. Christmas Eve
13. Christmas Day
14. Any other day officially designated by the Madison County Board as a holiday for non-bargaining Employees.

The holiday shall be considered the day that the holiday is observed by the Madison County Board regardless of the date of the actual holiday.

ARTICLE 14 -VACATIONS/PERSONAL DAYS

Section 14.1. - Eligibility and Allowance

Employees shall be granted an annual paid vacation for the period specified below based upon the following service requirements:

Service Requirements	Vacation Period
After one (1) year of employment (anniversary date)	80 hours
After five (5) years of employment (anniversary date)	120 hours
After ten (10) years of employment (anniversary date)	160 hours
After twenty (20) years of employment (anniversary date)	200 hours

Vacation periods shall be granted on the basis of seniority.

The Employer reserves the right to cancel and/or reschedule an Employee's scheduled vacation period, but must provide at least one-week advance notice to the Employee so affected, except in cases of emergency. Should such cancellation by the Coroner or his/her designee cause the Employee to suffer an economic or financial loss, the Employer shall reimburse the Employee for those losses incurred. (Example: non-refundable and non-cancelable deposits on cruise, vacation home, or airfare.) The Employer may require proof of such loss from the Employee prior to reimbursement.

In addition to the foregoing vacation schedule, each Employee who has completed his/her probationary period shall be entitled to twelve (12) hours personal leave per fiscal year. Use of such personal leave shall be requested in advance and must be approved by the Employee's immediate supervisor. Use of personal leave shall not unreasonably disrupt the Coroner Office's operation.

Personal leave days may not be carried over from one fiscal year to the next.

Section 14.2. - Vacation Pay

The rate of vacation pay shall be the Employee's regular straight time rate of pay in effect for the Employee's regular job on the payday immediately preceding the Employee's vacation period.

Employees shall receive their pay at regular pay periods.

Section 14.3. - Choice of Vacation Period

Vacations will be taken at such times of the year as will not unduly interfere with the efficient scheduling of matters of the Employer. In the event it becomes necessary to limit the number of Employees who can take a vacation at the same time, those Employees having greater seniority shall have first choice of vacation periods.

Vacation periods shall be taken each calendar year. Any Employee who does not request a vacation period prior to the end of the ninth month of the calendar year shall be scheduled for a vacation by the Employer. The vacation shall be scheduled within the three (3) remaining months of the calendar year.

Section 14.4. - Work During Vacation Period

Any Employee who is requested to and does work during his/her scheduled vacation period shall be paid for regular hours at their regular rate. In addition, the Employee's vacation may be rescheduled to any future period the Employee may request, within the remaining months of the calendar year, provided that this request will not unduly interfere with the needs of the Employer.

Section 14.5. - Vacation Rights in Case of Layoff or Separation

Except as hereinafter provided, any Employee who is laid off, retired, or separated from the service of the Employer for any reason, prior to taking the vacation which was earned, shall be compensated in cash at his/her regular rate of pay for the unused vacation.

Further, any Employee who has been employed less than one (1) year with the Employer and is laid off, retired or separated for any reason, shall be paid his/her vacation earned. The number of vacation days paid shall be determined by multiplying the completed months of service times the earned per month according to length of service, as follows:

Service Requirements	Earned Vacation Days/Months
One (1) day and through the day prior to one (1) year (anniversary date)	5/6 days per month .03847 hr/hr worked
At one (1) year of employment (anniversary date) and through the day prior to five (5) years (anniversary date)	5/6 days per month .03847 hr/hr worked
At five (5) years of employment and through the day prior to ten (10) years (anniversary date)	1 1/4 days per month .05770 hr/hr worked

At ten (10) years of employment and through the day prior to fifteen (15) years (anniversary date)	1 2/3 days per month .07693 hr/hr worked
At twenty (20) years of employment and through the day of separation from employment	2 1/12 days per month .09616 hr/hr worked

ARTICLE 15- MEDICAL & HOSPITALIZATION

Section 15.1. - Medical Coverage/Insurance

The County shall provide a health and hospitalization plan for all current full-time employees covered by this Agreement. New full-time employees hired shall be eligible for coverage under the County's Health and Hospitalization Plan on the first day of the second month following hire date or first day of the month following 30 days of employment. The County shall pay one-hundred percent (100%) of the premium for employee coverage.

Dependent coverage shall be available, to all current full-time employees and, after ninety (90) days of employment, to new full-time employees under the terms of the County's Health and Hospitalization Plan. Employees electing dependent coverage under the Health and Hospitalization Plan shall contribute thirty percent (30%) of the required contribution for such coverage, and the County shall pay the remaining seventy percent (70%) of the required contribution for such coverage.

In the event an Employee is laid off for a period not exceeding one year, the County will provide for the immediate reinstatement of health and hospitalization insurance for a returning Employee and his/her dependents. During the period of lay-off, the County will permit the Employee, and their dependents, to continue health and hospitalization coverage at the Employee's cost.

Section 15.2. - Dental Insurance

The County shall offer a dental plan to the Employees and their dependents. The benefits and coverage will remain substantially similar to the plan currently offered. The premium for the dental insurance shall be paid by the Employee.

Section 15.3. - Post Employment Health Plan

The County shall offer a Post-Employment Health Plan (PEHP) through the Public Employees Benefit Services Corporation (PEBSCO). In addition to funding the plan as set forth in Article 10, above, the County shall contribute \$500.00 per year, per Employee, to the PEHP.

In addition to the foregoing, upon separation of employment, the County may permit the Employee and his/her dependents at the Employee's election to remain on the County's health and hospitalization plan and/or dental insurance plan, provided that the premiums for each such coverage is paid by the Employee.

Section 15.4 - Changes in Medical Coverage/Insurance/Dental Insurance

Prior to implementing any changes in the coverage of the health and hospitalization plan, including the vision plan and dental plan, the County shall meet with the employees and their representative and discuss the proposed changes in the coverage.

ARTICLE 16- SICK LEAVE

Section 16.1. - Allowance

Any Employee contracting or incurring any non-service connected sickness or disability, which renders such Employee unable to perform the duties of his/her employment, shall receive sick leave with pay. All sick leave taken in excess of three (3) consecutive scheduled shift shall require a written statement from a physician indicating the nature of the illness and that the Employee is able to perform the duties of his/her employment.

Employees shall be eligible for sick leave after ninety (90) days of service with the Employer.

Employees shall accrue sick leave for each month of service at the rate of .053848, hours of sick leave earned for each regularly scheduled hour of work, hour of vacation leave or hour of sick leave compensated at the Employee's regular, straight time rate of pay.

Section 16.2. - Sick Leave Accumulation

Employees shall start to earn sick leave after ninety (90) days service with the County and they shall accumulate sick leave to a maximum of 1440 hours.

Section 16.3. - Compensation for Unused Accumulated Sick Leave

Upon termination of employment, Employees will be paid for unused sick leave accumulated, up to a maximum of 1440 hours, provided their termination of employment is for one of the following reasons:

1. The Employee is retiring from service and is subject to receipt of pension funds through the Illinois Municipal Retirement Fund (IMRF) which were earned due to his or her completing the required years of service as required by the IMRF and provided that the required years of service were with the Employer.
2. The Employee dies or becomes disabled and is unable to perform the duties of his/her employment with the County and is leaving the service of the County, having furnished the County with documented evidence of such disability in the form of a statement from a licensed physician; or, the Employee's spouse or legal dependent has become disabled or contracted an illness which required the termination of his/her employment and the Employee has furnished the County with documented evidence of such disability or illness in the form of a statement from a licensed physician.

Employees will not be paid for accumulated sick leave if their reason for termination is involuntary dismissal or voluntary change of employment.

The amount of payment for unused sick leave is to be calculated at the Employee's rate of pay in effect on the payday immediately preceding the date of the Employee's permanent separation.

Payment is to be made in the form of a contribution to the Employee's Post Employment Health Plan as set forth in Article 15.

ARTICLE 17- LEAVES OF ABSENCE

Section 17.1. - Application for Leave

Any request for a leave of absence shall be submitted in writing by the Employee to his/her immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the Employee desires.

Authorization for a leave of absence shall be furnished to the Employee by his/her immediate supervisor and it shall be in writing.

Any request for a leave of absence shall be answered promptly. Requests for immediate leaves (for example, family death) shall be answered before the end of the shift on which the request is submitted.

A request for a short leave of absence - a leave not exceeding one month - shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.

Employees shall be returned to the position they held at the time the leave of absence was requested. No seniority, vacation benefits, sick leave benefits or holiday benefits shall accrue during a leave of absence and shall not earn seniority while on such leave of absence.

Leaves of absence for a limited period (not to exceed six (6) months) may be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period. No salary, wages or benefits will be paid during a leave of absence and Employees on such leave desirous of continuing their and their dependent coverage in the group hospitalization plan shall be required to pay said premium.

If an Employee who is on leave of absence is subpoenaed to appear in court or for a deposition to testify to matters arising out of his employment as a Chief Investigator, Senior Investigator or Investigator, then the Employee shall receive salary, wages or benefits, including the accrual of seniority benefits, vacation and sick leave benefits, for twelve (12) hours or the actual time in supplying or standing by to testify, whichever is greater.

ARTICLE 18- FUNERAL LEAVE

Section 18.1. - Family Death

In the event of a death in the immediate family of an Employee (spouse, parents, children, brothers, sisters, grandparents, grandchildren, mother-in-law, father-in-law), the

Employee, upon request, will be excused and paid for up to a maximum of three (3) consecutive scheduled work shifts, provided one such day is the day of the funeral.

In the event of a death to the Employee's brother-in-law, sister-in-law, aunts, uncles or spouse's grandparents, aunts and uncles, juvenile nieces and nephews upon request, the Employee will be excused and paid for up to one (1) scheduled work shift, provided such day is the day of the funeral.

ARTICLE 19- CIVIC DUTY LEAVE

Employees required to appear in court or other public body on any matter not related to their work in which they are not personally involved (as Plaintiff or Defendant) shall be granted a civic duty leave with pay (as set forth in the following paragraph) for a period necessary to fulfill their civic responsibilities.

Employees who are called for jury service or subpoenaed as witnesses shall be excused from work for the days on which they serve. Service as used herein includes required reporting for jury or witness duty when summoned whether or not they are used. Employees shall be paid the difference, if any, between the compensation they receive from the court or other public body and their wages for each day of service.

ARTICLE 20- UNION BUSINESS LEAVE

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer, shall, at the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed two years, but it may be renewed or extended without pay for a similar period at any time upon the request of the Union.

No salary, wages or benefits will be paid during a Union business leave, and Employees on such leave desirous of continuing their and their dependent coverage in the group hospitalization plan shall be required to pay said premium.

ARTICLE 21- NO STRIKE COMMITMENT

Section 21.1. - No Strike Commitment

Neither the Union nor the Employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, including sympathy strikes, or the concerted inference with the full, faithful, and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Union nor the Employee shall participate in any picketing, nor refuse to cross any picket line, by whomever established, during the term of this Collective Bargaining Agreement. The Union or the Employees may, however, engage in informational picketing.

Section 21.2. - Resumption of Operations

In the event of action prohibited by Section 21.1 above, the Union immediately shall disavow such action and request the Employee return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents,

shall not be liable for any damage, direct or indirect, upon complying with the requirements of this Section.

Section 21.3. - Union Liability

Upon the failure of the Union to comply with the provisions of Section 21.2 above, any agent or official of the Union who is an Employee covered by this Agreement may be subject to the provisions of Section 21.4 below.

Section 21.4. - Discipline of Strikers

Any Employee who violates the provisions of Section 21.1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against the Employee, who participates in action prohibited in Section 21.1 above, shall not be subject to the provisions of the grievance procedure, except that the issue of whether an Employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

Section 21.5. - No Lock Out

The County will not lock out any Employee during the terms of this Agreement as a result of a labor dispute with the Union.

ARTICLE 22- UNIFORMS & EQUIPMENT

Section 22.1. - Equipment

The County will provide semi-automatic hand guns, ammunition, and any other necessary weapons, as determined by the 'Coroner, to all Employees.

Uniforms shall be provided for by the Coroner. The co-employers shall be responsible for the repair/replacement of authorized uniform items as needed and determined by the Coroner or his designee.

All Employees will be furnished the following uniforms, accessories and equipment as listed below:

- One (1) all-weather jacket;
- One (1) set of coveralls;
- One (1) pair of work boots;
- One (1) pair of rubber boots;
- One (1) raincoat;
- One (1) set of badges;
- One (1) weapon;
- One (1) set of handcuffs;
- One (1) leather holster, cartridge case and handcuff holder;
- Rubber gloves as necessary;
- One (1) contamination suit;
- One (1) respirator;
- One (1) rechargeable flashlight;

- One (1) rechargeable flashlight charger;
- One (1) rechargeable flashlight bulb; and,
- One (1) rechargeable flashlight battery.

All equipment shall meet or exceed OSHA standards.

In addition to the foregoing, the County will provide all equipment mandated under OSHA guidelines or the guidelines set forth in the Bloodborne Pathogens Act.

ARTICLE 23- DAMAGE TO PERSONAL PROPERTY

Each Employee covered by this Agreement, upon meeting the conditions indicated under A below of this Article, subject to the limitations set forth under B below of this Article, shall be reimbursed for personal property damaged in the performance of the Employee's duty.

A. Conditions of Replacement:

1. No item will be replaced which can practicably and economically be repaired. Judgment as to whether an item should be replaced or repaired will be determined by the Coroner. The cost for repair will be paid by the County upon submittal of a receipt or invoice to the Coroner;
2. Immediately upon ending his/her tour of duty on the day of the incident which causes damage to personal property, the Employee must report such damage in writing to his/her immediate supervisor. In the event the Employee is injured or otherwise unable to complete his/her tour of duty, then written notification shall be made in a reasonable amount of time thereafter;
3. The circumstances surrounding the damage must be stated in the written report;
4. The damage must have been suffered in the performance of duty;
5. Witnesses to any of the damage must be included if applicable;
6. The property damaged must be described as accurately as possible;
7. Reimbursement will not be paid until the Employee submits a receipt or invoice indicating he/she has repaired or replaced the damaged property, stating the date and cost of repair or replacement.

B. Limitations as to the items of property which shall be repaired or replaced and the maximum amounts for which the County will be liable:

Eyeglasses or contact lenses - \$400.00
Wrist watches or pocket watches - \$100.00
Hairpieces or wigs - \$600.00
Shoes - \$200.00

Shirt/Blouse - \$100.00
Trousers/Skirt - \$100.00
Suit/Dress - \$300.00
Jacket/Coat - \$200.00
Belt, Tie/Scarf - \$50.00

ARTICLE 24- AMERICANS WITH DISABILITIES ACT

The Employer will take all actions necessary to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA), which may include making a reasonable accommodation in response to a request from a qualified disabled Employee. Examples of reasonable accommodations may include, but are not limited to, the following: changing work schedules, reassigning duties, or creating a new position or placing a qualified Employee in a different available position. If any of these actions conflict with the provisions of this Agreement, the Employer and the Union will meet and bargain over any proposed changes or exceptions to the terms of this Agreement.

ARTICLE 25- SUBSTANCE ABUSE TESTING

There will be no drug and/or substance abuse testing of any nature or for any reasons of the Employees covered under this Agreement throughout the duration of this Agreement.

ARTICLE 26- PUBLIC EMPLOYEE'S DISABILITY ACT

The County agrees that all Employees holding the job titles of Chief Investigator, Senior Investigator and Investigator in the Coroner's office will be covered under the provisions of the Public Employees Disability Act 5 ILCS 345/1 et. seq.

ARTICLE 27- DURATION OF AGREEMENT

This Agreement shall go into effect on December 1, 2016, and shall continue to be in full force until November 30, 2020. The parties to this Agreement hereby agree to begin meeting for the purpose of negotiating a new agreement no later than May 1, 2020.

In the event any provision or provisions of this Agreement is, or is held to be, invalid by law, such provision or provisions shall be null and void as between the parties hereto, but the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this _____ day of _____, 2016.

FOR THE COUNTY:

FOR THE UNION:

Chairman, Madison County Board

Policemen's Benevolent & Protective Association of Illinois Labor Committee

Coroner

FOR THE BARGAINING COMMITTEE

APPENDIX A

12/1/2016					
	Base	5 Yrs.	10 Yrs	15 Yrs	25+ Yrs
	2.25%	6.50%	13.00%	18.50%	21.50%
Probationary Investigator	\$21.65				
Investigator Second Year	\$23.36				
Investigator	\$26.87	\$28.62	\$30.36	\$31.84	\$32.65
Investigator Prior to 11/01/1999	\$29.84	\$31.78	\$33.72	\$35.36	\$36.26
Senior Investigator	\$31.39	\$33.43	\$35.47	\$37.20	\$38.14
Chief Investigator	\$33.24	\$35.40	\$37.56	\$39.39	\$40.39

12/1/2017					
	Base	5 Yrs.	10 Yrs	15 Yrs	25+ Yrs
	2.25%	6.50%	13.00%	18.50%	21.50%
Probationary Investigator	\$22.14				
Investigator Second Year	\$23.89				
Investigator	\$27.47	\$29.26	\$31.04	\$32.55	\$33.38
Investigator Prior to 11/01/1999	\$30.51	\$32.49	\$34.48	\$36.15	\$37.07
Senior Investigator	\$32.10	\$34.19	\$36.27	\$38.04	\$39.00
Chief Investigator	\$33.99	\$36.20	\$38.41	\$40.28	\$41.30

12/1/2018					
	Base	5 Yrs.	10 Yrs	15 Yrs	25+ Yrs
	2.25%	6.50%	13.00%	18.50%	21.50%
Probationary Investigator	\$22.64				
Investigator Second Year	\$24.43				
Investigator	\$28.09	\$29.92	\$31.74	\$33.29	\$34.13
Investigator Prior to 11/01/1999	\$31.20	\$33.23	\$35.26	\$36.97	\$37.91
Senior Investigator	\$32.82	\$34.95	\$37.09	\$38.89	\$39.88
Chief Investigator	\$34.75	\$37.01	\$39.27	\$41.18	\$42.22

12/1/2019					
	Base	5 Yrs.	10 Yrs.	15 Yrs.	25+ Yrs.
	*2.25%	6.50%	13.00%	18.50%	21.50%
Probationary Investigator	\$23.15				
Investigator Second Year	\$24.98				
Investigator	\$28.72	\$30.59	\$32.45	\$34.03	\$34.89
Investigator Prior to 11/01/1999	\$31.90	\$33.97	\$36.05	\$37.80	\$38.76
Senior Investigator	\$33.56	\$35.74	\$37.92	\$39.77	\$40.78
Chief Investigator	\$35.53	\$37.84	\$40.15	\$42.10	\$43.17

APPENDIX B

GRIEVANCE

(use additional sheets where necessary)

Department: _____ Date Filed: _____

Grievant's Name: _____
Last First M.I.

STEP ONE

Date of incident or Date knew of Facts Giving Rise to Grievance: _____

Article(s) and Section(s) of Contract violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature

PBLC Representative Signature

EMPLOYER STEP ONE RESPONSE

Employer Representative Signature

Position

Person to Whom Response given

Date

STEP TWO

Reason for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

PBLC Representative Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature

Position

Person to Whom Response given

Date

STEP THREE

Reasons for Advancing Grievance: _____

Given to: _____ Date/Time: _____

Grievant's Signature PBLC Representative Signature

EMPLOYER STEP THREE RESPONSE

Employer Representative Signature Position

Person to Whom Response Given Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given to: _____ Date/Time: _____

Grievant's Signature PBLC Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature Position

Person to Whom Response Given Date

**REFERRAL TO ARBITRATION by
The Policemen's Benevolent Labor Committee**

Person to Whom Response Given Date

PBLC Representative