

R E S O L U T I O N

FI-0020-14

AUTHORIZATION OF CONTRACT WITH
METROPOLITAN ALLIANCE OF POLICE (MAP), CHAPTER 174

WHEREAS, the Illinois Public Employee Labor Relations act has established regulations regarding union recognition and collective bargaining in the State of Illinois, and

WHEREAS, a group of MAP employees in the DuPage County Coroner's Office did authorize the Metropolitan Alliance of Police (MAP), Chapter 174 as their exclusive bargaining agent under the terms and conditions of the Act, and

WHEREAS, the Coroner, County and the Metropolitan Alliance of Police have been bargaining in good faith to reach agreement, and

WHEREAS, the union members have ratified a tentative agreement.

NOW, THEREFORE, BE IT RESOLVED that the County Board does hereby ratify, accept and adopt the contract attached to this resolution between the Metropolitan Alliance of Police (MAP), Chapter 174, the DuPage County Coroner and the County of DuPage, and

BE IT FURTHER RESOLVED that the County Board Chairman be authorized to execute said contract, and

BE IT FURTHER RESOLVED that the County Clerk transmit a copy of this resolution to the Human Resources Department, County Board Office and the Coroner's Office.

Enacted and approved this 14th day of January, 2014.

Daniel J. Cronin, Chairman
DuPage County Board

Attest:

Gary A. King, County Clerk

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE COUNTY OF DUPAGE

AND

**THE METROPOLITAN ALLIANCE OF POLICE
ON BEHALF OF CHAPTER 174**

Expiring November 30, 2015

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PREAMBLE

This Collective Bargaining Agreement is made and entered into by and between the County of DuPage and the DuPage County Coroner, (hereinafter collectively referred to as the “Employer”) and the Metropolitan Alliance of Police on behalf of Chapter 174, (hereinafter referred to as either the “Union” or “MAP”).

It is the intention and purpose of this Agreement to set forth the parties’ entire agreement with respect to wages, hours of work, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement, as required by the Illinois Public Labor Relations Act.

The parties acknowledge their mutual desire to foster harmonious relations between the Employer, the Union, and the Employees represented by this Agreement and to establish equitable and peaceful procedure for the resolution of differences, to prevent interruptions of work and interference with the efficient operation of the Coroner, and to provide an orderly and prompt method for resolving grievances of the Employees.

ARTICLE 1 – RECOGNITION

Section 1.1 – Representative Unit

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages, hours of work, and other conditions of employment as determined by law for employees in the bargaining unit in compliance with the certification issued by the Illinois State Labor Relations Board in case No. S-RC-04-157. The bargaining unit consists of all full-time employees:

- Included: All employees holding position of Deputy Coroner.
- Excluded: County Coroner, Chief Deputy Coroner, Administrator-County Coroner, all other employees of the Coroner’s office, all supervisory, confidential and managerial employees as defined in the Act.

The term “employee” or “employees” as used in this Agreement shall only refer to employees who specifically included in the above-described bargaining unit.

Section 1.2 - Gender

Whenever the male gender is used in this Agreement, it shall be construed to include male and female employees covered by this Agreement.

ARTICLE 2 – MANAGEMENT RIGHTS

Section 2.1 – Rights Residing in Management

It is understood and agreed that the Employer retains all traditional, statutory, and constitutional rights and authority to manage and operate the employees of the Employer in all respects, including, but not limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as amended, changed or modified in a specific provision set forth in this Agreement. These rights include but are not limited to, the following:

- a) plan, direct, control, and determine all functions, operations, standards and services;
- b) supervise, direct and evaluate employees;
- c) establish the qualifications for employment and employ employees;
- d) establish reasonable work rules, schedules, assignments and assign employees;
- e) hire, promote, transfer, schedule, and assign employees in positions and to create, combine, modify, and eliminate positions within the Coroner's Office;
- f) suspend, discharge, and take other disciplinary action against employees for just cause (with the exception of probationary employees, who may be discharged without cause);
- g) establish reasonable work and productivity standards and, from time to time, amend such standards; determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement;
- h) determine the number of hours of work and shifts per work week and assign overtime;
- i) maintain efficiency of operations and services of the Coroner's Office;
- j) take whatever action is necessary to comply with State and Federal law;
- k) secure, change or eliminate methods, equipment, and facilities for the improvement of operation and to establish and implement a budget;
- l) determine the kinds and amounts of services to be performed as it pertains to operations, and the number and kind of classifications to perform such services, to include revision, combination, addition or elimination of job classifications;
- m) determine the methods, means, organization and personnel by which operations are to be conducted to include services and staffing requirements by program, unit, and division;

- n)** determine the standards of professionalism required of the employees, and from time to time, to change those standards;
- o)** to take whatever action is necessary to continue operations and functions in emergency situations;
- p)** to enforce rules, regulations, orders and policies and other management rights as enumerated above.

ARTICLE 3 – UNION RIGHTS AND RESPONSIBILITIES

Section 3.1 – Labor/Management Meetings

For the purpose of maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concern that do not involve negotiations, the parties hereby agree that upon the request of either party there shall be labor-management meetings, and such meetings shall be scheduled at a time, place and date mutually agreed upon, not to exceed four (4) meetings per year, unless agreed otherwise. The party calling the meeting shall prepare and submit an agenda one week prior to the scheduled meeting. If there is no agenda prepared and submitted by the requesting party, there shall be no meeting. Minutes shall be taken and forwarded to the parties.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at labor-management meetings nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Attendance at labor-management meetings shall be voluntary on the employee's part, and attendance during such meetings hours shall not be considered time worked for compensation purposes.

Section 3.2 – Time Off for Union Activities

Local Union representatives shall be allowed up to four (4) days off per year without pay for legitimate Union business such as Union meetings, State or Area wide Union committee meetings, Union training sessions, or State or International conventions, provided that such representative shall give at least four (4) weeks advance notice to the Coroner, or designee, of such absence. Such request for time off shall be allowed if it does not interfere with the operating needs of the Employer or cause overtime where overtime can be avoided. The employee may utilize any accumulated vacation, personal days or compensated time in lieu of taking such without pay.

Section 3.3 – Union Bulletin Board

The Employer shall provide a two-foot by two-foot (2'x2') space for a Union provided bulletin board to be used exclusively for the posting of official Union notices. Such notices shall not be political, derogatory or inflammatory in nature and shall be provided to the Coroner or designee for review prior to posting. The Union shall limit any and all postings or handouts to such bulletin boards, or employee mailboxes as provided in Section 3.9.

Section 3.4 – Designation of Stewards

The Union shall provide the Employer with a written designation of two (2) Union Stewards for the Bargaining Unit, and shall keep the written designation current if changes in the Stewards designation are made.

Section 3.5 – Union Activity During Working Time

Employees shall not engage in union activity during their working time without the express permission of the Coroner or his designee. Where the Coroner or designee requests a meeting where an employee representative(s) is requested to be present, the employee representative(s) will be compensated for the time spent in such meeting if the employee representative(s) would otherwise be working.

Section 3.6 – Access to Premises by Union Representative

One non-employee representative of the union shall, upon prior notice, be granted access to the Coroner's second floor administrative offices upon the following conditions:

- 1) At least three (3) hours advance notice is provided prior to the visit;
- 2) The visit is limited to a location or space provided or approved by the Coroner or designee;
- 3) The access is subject to reasonable monitoring by the Coroner or designee;
- 4) The visit does not disrupt the operations of the office, employees who are working, or other persons having business with the Coroner's office, and;
- 5) The visit is limited to a reasonable duration.

Section 3.7 – Information Provided to Union

Within ten (10) calendar days of the execution of this Agreement, the Employer shall provide to the Union in writing the following information concerning bargaining unit members:

- name;
- position;
- date of hire in the County and in the Coroner's Office;
- wage rate;
- home address.

In addition, the Employer will notify the Union of any additions to or deletions from the bargaining unit or any changes to the above stated information made known to the Employer.

Section 3.8 – Distribution of Literature

There shall be no distribution of Union literature on the Employer's premise except that Union literature may be posted on the Union Bulletin Board or in employee mailboxes in accordance with the requirements of Section 3.3. Any equipment belonging to the Employer, such as but not limited to radios, pagers, cell phones, vehicles, xerox machines, shall not be used for personal use or Union activity or business. Employees shall have no expectation of privacy for email or voicemail communications, or mailbox materials.

ARTICLE 4 – UNION SECURITY

Section 4.1 – Dues Deduction

Upon receipt of lawful written authorization, signed by the employees covered by this Agreement, in a form agreed upon by the Union and the Employer, the Employer agrees to deduct from the employee's paycheck the regular uniform Union membership dues, assessments, or fees during the term of this Agreement. Signing of the dues deduction authorization is voluntary with the individual employee and any dues deduction authorization, which is signed, shall be revocable at any time by the employee. The dues shall be forwarded to the individual designated by the Union to receive deductions within thirty (30) days of the date of the deduction. The regular uniform Union membership amount to be deducted, which will be the same dollar amount for each employee in order to ease the Employer's burden in administering this provision, will be certified in writing by the Union to the Employer. This amount may be changed by the Union once each year upon prior written notice to the Employer.

Section 4.2 - Fair Share

During the term of this Agreement, employees who have not signed a voluntary dues check off authorization card and are not members of the Union shall, commencing thirty (30) days after the effective date of this Agreement, pay a fair share fee to the Union for collective bargaining and contract administration services tendered by the Union as the exclusive representative of the employees covered by said Agreement.

Such fair share fee shall be deducted by the County from the earnings of non-members and remitted to the Union each month. The Union shall annually submit to the County a list of the employees covered by this Agreement who are not members of the Union and an affidavit, which specifies the amount of the fair share fee, which shall be determined in accordance with the applicable law.

Section 4.3 - Indemnification

The Union shall indemnify and hold harmless the Employer, its Elected Officials, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits, order of judgments, or other forms of liability (monetary or otherwise) that

may arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any written check off authorization or notice which is furnished pursuant to the provisions of this Article, provided that the Employer does not initiate or prosecute any claims or demands. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues check off provision.

ARTICLE 5 – NON-DISCRIMINATION

Section 5.1 – Prohibition Against Discrimination – Public Relations Act

The Union and the Employer agree that no employee shall be discriminated against, intimidate, restrained, or coerced in the exercise or any rights granted under the Illinois Public Relations Act or by this Agreement or lawful activities on behalf of the Union or Employer.

Section 5.2 – Prohibition Against Discrimination - EEO

In accordance with applicable law, neither the Employer nor the Union will discriminate against any employee covered by this Agreement in a manner prohibited by law because of race, color, creed, religion, national origin, ancestry, sex, age, marital status, political belief, veteran status, or sensory, mental or physical disability.

Section 5.3 – Prohibition Against Discrimination – Union Memberships

Neither the Employer nor the Union shall interfere with the right of employees covered by the Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of Union membership or non-membership or the exercise of their lawful rights. No employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by law or by this Agreement, or on account of membership in, or lawful activities on behalf of the Union.

Section 5.4 – Grievances

The parties agree that any violation of this Article may be grieved and processed through the last step in the Grievance Procedure prior to arbitration, but no further.

ARTICLE 6 – SENIORITY

Section 6.1 – Probationary Period

The probationary period for all newly hired employees shall be twelve (12) months. All newly hired employees and those hired after loss of seniority shall be considered probationary until they have completed their probationary period. During the probationary period, an employee who fails to demonstrate the ability and qualifications necessary for satisfactory job performance, or on the basis of any other reasons deemed sufficient by the Employer at the discretion of the Employer, may be discharged or demoted for any reason not prohibited by law.

A probationary employee shall have no recourse to the grievance procedure to contest his termination.

Section 6.2 – Definition of Seniority

For the purpose of this Agreement, seniority shall be defined as an employee's length of continuous full-time service with DuPage County excluding time off due to layoff or any other unpaid leave of absence. There shall be no seniority among employees serving an original probationary period as a Deputy Coroner within the collective bargaining unit. Upon successful completion of the original probationary period, an employee shall acquire seniority retroactive to the employee's original date of hire with the Employer.

Section 6.3 – Seniority List

Upon the Union's request, the Employer will provide the Union with a seniority list setting forth each employee's seniority date. The Employer shall not be responsible for any errors in the seniority list unless such errors are brought to the Employers attention within fourteen (14) calendar days of the date the list is provided to the Union.

Section 6.4 – Termination of Seniority

An employee's seniority (and the employment relationship) shall terminate upon the occurrence of any one of the following, if the employee:

- a) quits or resigns; or
- b) is discharged for just cause (probationary employees without cause); or

- c) retires; or
- d) is absent for three (3) consecutive working days without notifying the Coroner or his designee; or
- e) fails to return to work at the conclusion of an approved leave of absence or an approved extension thereof unless the employee's failure to return and failure to obtain an extension are due to circumstances beyond the employee's control. For purpose of this paragraph, Employer's denial of an extended leave is not considered a circumstance beyond the employee's control; or
- f) is laid off for a period in excess of twenty-four (24) months or the length of employees employment with the Coroner's Officer, whichever is less; or
- g) is laid off and fails to report for work within seven (7) calendar days after having been recalled; or
- h) does not perform work for the Coroner's Office for a period in excess of twenty-four (24) months.

Section 6.5 – Shift Assignment

In accordance with Article II of this Agreement, the Employer shall continue to assign employees to their respective shifts. Prior to November 1st of each year, employees may submit to the DuPage County Coroner or his/her designee their shift preference for the following calendar year. Such shift preference may be considered by the DuPage County Coroner, or his/her designee, in his/her sole discretion, when making shift assignments.

ARTICLE 7 – DISCIPLINE AND DISCHARGE

Section 7.1 – Discipline

The Coroner or designee has the right to discipline employees. Although discipline shall normally be progressive and corrective, for minor offenses, the Employer need not apply discipline in sequence for more major offenses, but rather may base the type of discipline to fit the severity of the offense and/or infraction involved. The type of disciplinary action imposed will be at the discretion of the Employer in consideration of all relevant factors, but disciplinary action may only be imposed upon a post-probationary employee for cause. The Coroner may adopt rules and regulations governing employee conduct and, from time to time change or modify them. The Coroner shall either post or provide copies of any rules and regulations, which are adopted or amended, to the employees.

Section 7.2 – Pre-Suspension or Discharge Meeting

Prior to the imposition of the discipline of suspension without pay or discharge upon a post-probationary employee, the Coroner or designee shall offer to convene a pre-suspension or discharge meeting. The Coroner or designee shall offer to meet with the employee involved, and his union representative, should the employee request such representation, to discuss the circumstances giving rise to the contemplated suspension and/or discharge. Under no circumstance, however, shall the request for the presence of a Union representative be used to delay such meetings beyond fifteen (15) minutes. During this meeting, the Coroner or designee will afford the employee an opportunity to present his/her side of events and address any charges against him/her.

ARTICLE 8 – GRIEVANCE PROCEDURE

Section 8.1 – Definition of Grievance

Unless otherwise specifically provided herein, a “grievance” is defined as a dispute or difference of opinion raised by an employee against the Employer regarding an alleged violation of a specific provision of this Agreement.

Section 8.2 – Grievance Procedure

The parties acknowledge that it is usually most desirable for an employee and the Coroner or designee to resolve problems through informal communications. If, however, the informal process does not resolve the matter, an employee may process his grievance according to the following procedures. An employee may withdraw his grievance at any time.

Step 1 – Chief Deputy

Any employee who has a grievance shall submit the grievance in writing to the Chief Deputy or designee, specifically indicating that the matter is a grievance under this Agreement. The written grievance shall contain a complete statement of facts surrounding the grievant’s complaint, the cause of the grievance, the specific Articles of this Agreement allegedly violated, the date of the violation and the relief requested.

All grievances must be presented in writing within seven (7) calendar days of the occurrence of the event giving rise to the grievance, not including the day of the occurrence. Any grievance not presented to the Chief Deputy or designee within that said seven (7) calendar day period shall be deemed waived.

The Chief Deputy or designee shall render a written response to the grievant within seven (7) calendar days after receiving the written grievance, not including the date of receipt. If the employee does not consider the Chief Deputy or his designees reply to be an acceptable resolution of the grievance is filed, the employee may proceed to Step 2.

Step 2 – Coroner

If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, the appeal shall be submitted in writing to the Coroner, or designee within seven (7) calendar days after receipt of the immediate supervisors written response to the employee, not including the day the response was received, or the response was due if no response was received.

The written appeal shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Coroner, or his designee, shall offer to discuss the grievance with the grievant, and an authorized representative of the Union, if desired by the grievant, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Coroner, or his designee, shall provide a written answer to the grievant within seven (7) calendar days following the filing of the grievance appeal with the Coroner or his designee.

Step 3 – Arbitration

If the grievance is not resolved at Step 2, outlined above, or if the written answer to the grievant is not timely given to the employee, and the Union wishes to appeal the grievance from Step 2 of the grievance process, the grievance may be referred to arbitration. Notice that the Union is referring the dispute to arbitration shall be made in writing to the Coroner or his designee within twenty-eight (28) calendar days after receipt of the Coroner's written response to the employee or the Union, not including the day the response was received. This time requirement may only be waived by mutual agreement of each party and in no other way or manner.

If a grievance is appealed to arbitration, representatives of the Employer and the Union shall attempt to agree upon an arbitrator. In the event the parties are unable to agree upon an arbitrator the parties shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service who are members by the National Academy of Arbitrators residing in the State of Illinois or Indiana. The parties shall alternately strike the name of an arbitrator, with the party requesting arbitration making 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 date for the hearing subject to the availability of the Employer and Union representative and shall be notified of the issue where mutually agreed by the parties.

No more than one grievance may be submitted to an arbitrator at any one time without the consent of the other party. The parties shall share the expenses and fees of the arbitrator and the cost of the transcript equally.

Section 8.3 – Authority of the Arbitrator

The arbitrator shall have no right or authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of the 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 only be empowered to determine the issue raised by the grievance as initially presented in writing and shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with any applicable laws or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Coroner or the County which are granted to the Coroner or the County by law, court decisions, or the provisions of this Agreement, except as expressly limited by the specific provisions of this Agreement.

The decision and award of the arbitrator, if rendered consistent with the authority outlined above, shall be final and binding on the Employer, the Union, and the employee(s) involved, unless reversed on appeal in accordance with the provisions of the Uniform Arbitration Act and the Illinois Labor Relations Act. The arbitrator shall submit his decision in writing within thirty (30) working days following the close of the hearing or the submission of briefs, whichever is later.

The Employer and Union agree to share equally the costs associated with the arbitration hearing including the cost of the court reporter, except that each shall be responsible for the costs of their own representative and witnesses.

Section 8.4 – Time Limits

Grievances may be withdrawn at any step of the procedure without prejudice. If a grievance is not presented by the employee within the time limits set forth above, it shall be considered “waived” and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Coroner’s last answer. Grievances not discussed or answered by the Employer within the designated time limits stated in this grievance procedure shall be viewed by the aggrieved employee as denied and the employee may elect to appeal the grievance to the next step of the grievance procedure. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article but no extension of time shall be implied by any action or inaction of either party if not expressly stated in writing.

Section 8.5 - Information Requests

The Employer recognizes the legal rights of the Union to information necessary to process grievances. Upon request the Employer will provide the union with such information as is required by law.

Section 8.6 – Grievance Meetings

Employees shall investigate and/or file grievances only on their non-work time (which under this Agreement means before work, after work, during approved breaks or during a reasonable lunch period subject to emergency work duties) and only in a manner, which will not disturb other employees who are working. If a grievance meeting(s) is scheduled during the time the employee(s) would otherwise be working, the employee(s) shall receive compensation for such time spent in such meeting(s).

ARTICLE 9 – LAYOFF AND RECALL

Section 9.1 – Layoff

The Coroner in its discretion shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds, an abolishment of or change in the duties of a position, or when reorganization occurs and the need for the position is eliminated. The Coroner shall provide at least one-week advance notice to the Union of a layoff where the Coroner itself has knowledge that a decision to layoff has been made. If a layoff is to occur, the Coroner will provide as much advance notice to any employee who is to be laid off. Once the layoff is made, the Coroner will, upon request, thereafter negotiate the impact of its layoff decision on affected employees to the extent required by law.

If it is determined in the Coroner's Office that layoffs are necessary, employees in the affected position(s) will be laid off in the following order:

- a) probationary employees in their original probationary period as defined in Section 6.1;
and
- b) in the event further reductions in force are necessary, employees will be laid off from the affected position(s) in accordance with their seniority and their ability to perform the remaining work available without further training. When two or more employees have equal experience, skill, ability and qualifications to do the work without further training, the employee(s) with the least seniority will be laid off first.

Section 9.2 – Recall

Employees who are laid off shall be placed on a recall list for the time period specified in Section 6.4 – Termination of Seniority of this Agreement. If there is a recall, employees who are on the recall list shall be considered before external candidates provided they are presently qualified to perform the work in the job position to which they are recalled without further training.

ARTICLE 10 – HOLIDAYS

Section 10.1 – Designated Holidays

All bargaining unit employees covered by this Agreement shall receive eleven (11) holidays. The following holidays shall be recognized and observed on the actual date of the holiday. If the employee works on the actual date of the holiday, the employee will be compensated for the hours actually worked in addition to receiving eight (8) hours of holiday pay at straight time. If the employee does not work on the actual holiday, the employee will be compensated for eight (8) hours of holiday pay at straight time.

- | | | |
|-------------------------------|-------------------------------|-------------------------|
| New Year's Day | Martin Luther King Day | President's Day |
| Memorial Day | Independence Day | Labor Day |
| Columbus Day | Veterans Day | Thanksgiving Day |
| Day after Thanksgiving | Christmas Day | |

Holidays will be paid in two installments; five (5) holidays the first pay period in June and six (6) holidays the last pay period in November through the length of this contract.

Section 10.2 – Floating Holidays

All bargaining unit employees covered by this Agreement shall receive thirty-six (36) hours of floating holidays each year of the contract, to be credited the first pay period in January, subject to the provisions set forth regarding the first calendar year of employment. The Floating Holidays may be taken any time during the calendar year subject to the advance approval of the Coroner or his designee. Floating holidays may not be carried over into the next year.

During the first calendar year of employment, the following schedule shall apply:

IF HIRED	ELIGIBLE FOR
January – March	Thirty-Six (36) Hours
April – June	Twenty-Four (24) Hours
July – September	Twelve (12) Hours
October – December	0 (none)

ARTICLE 11 – VACATIONS

Section 11.1 – Definition

All bargaining unit employees covered by this Agreement, who have completed six (6) months of continuous service with the Coroner, shall be entitled to request the use of vacation benefits based on the following schedule. Employees that have twenty (20) or more years of continuous service with the County of DuPage as of November 1, 2013, shall be granted an additional thirty-six (36) hours of vacation each year for the term of this Agreement.

YEARS OF CONTINUOUS SERVICE	VACATION HOURS ACCRUED ANNUALLY	ACCRUED HOURS PER MONTH
0 through the completion of the fourth (4 th) year	80 Hours	6.67 Hours
Beginning of the fifth (5 th) year through the completion of the ninth (9 th) year	120 Hours	10.00 Hours
Beginning of the tenth (10 th) year through the completion of the nineteenth (19 th) year	160 Hours	13.33 Hours
The beginning of the twentieth (20 th) year or more	200 Hours	16.67 Hours

Section 11.2 – Request of Vacation Benefits

Vacation requests should be submitted prior to the beginning of each year, with the exception of up to one (1) week which may be requested throughout the year at the Bargaining Unit member's discretion. Vacations will be approved or denied by the Coroner or his designee. Vacations shall be scheduled in accordance with reasonable procedures established by the Coroner.

Section 11.3 – Use of Vacation Benefits

Subject to staffing needs as determined appropriate by the Coroner or designee, reasonable effort will be made to see that vacation is scheduled at the times requested by each employee, except that no employee may utilize vacation time during their first six (6) months of employment. It is understood, however, that because of the nature of the work of the Coroner, it may be necessary to limit the number of employees who are authorized to take vacation during any particular period of time or on any particular day.

Accrual of vacation time ceases during any medical or personal leave of absence over thirty (30) days. The Coroner or designee may deny a vacation request if it interferes with the efficient and effective operation of the department.

Vacation accruals are calculated and credited to employees in advance for each calendar year. Should an employee's employment be terminated (voluntarily or involuntarily) prior to December 31 of any given year and the employee has used all of his or her vacation time in advance of it actually accruing on the monthly basis, the employee will be responsible for reimbursing the County for all time used, but unearned. The reimbursement for all vacation time used but unearned will be deducted from the final pay check that is to be issued to the employee.

Section 11.4 – Payout of Vacation Benefits

Once an employee completes five (5) years of continuous service with the County, he or she may elect to receive monetary payment for up to forty (40) hours of their earned vacation accrual, until the work schedule described in Section 14.2 Normal Work hours is implemented on December 1, 2008. Once the Coroner has implemented the work schedule described in Section 14.2 on December 1, 2008, the employee may elect to receive monetary payment for up to forty-two (42) hours of their earned vacation accrual.

Section 11.5 – Personal Business Leave

Bargaining unit members shall be awarded twelve (12) hours of personal business leave per year. Personal business leave may be taken any time during the calendar year, provided that the employee has obtained prior approval from the Coroner or his designee.

ARTICLE 12 – SICK LEAVE

Section 12.1 – Definition

All bargaining unit employees covered by this Agreement, who have completed one (1) month of continuous service with the Coroner, shall be entitled to sick leave. Sick Leave is a benefit in recognition that employees may occasionally be absent because of various illnesses or injuries. The Coroner believes that employees should be protected against a loss of income because of such temporary absences. To the extent permitted by law, sick leave can only be used for an approved absence that falls under the following guidelines:

- Illness or injury of employee, employee's dependent or employee's family member
- Emergency medical or dental care
- Exposure to contagious disease and possible endangering of others by attendance on duty
- Preventative care

Section 12.2 - Accrual

Sick time hours will accrue during the first complete calendar month of service and shall accrue on an annual basis at the following rate:

Year 1-5 – Forty (40) Hours

Year 6-10 – Forty-Eight (48) Hours

Year 11-15 – Fifty-Six (56) Hours

Year 16 and above – Sixty-Four (64) Hours

All employees covered by this Agreement shall be allowed to accrue up to a maximum of nine hundred sixty (960) hours of sick leave accumulation. Any sick leave greater than nine hundred sixty (960) hours shall be forfeited. This bank will be maintained separately from sick time banked prior to December 1, 2013. Sick time accrued after December 1, 2013 shall have no monetary value for payout purposes.

Section 12.3 – Notification and Use of Sick Leave

The employee must directly notify the Coroner or his designee on the first day of absence at least one (1) hour prior to the start of the employee's work day and every day thereafter when the employee is requesting sick leave for illness, injury, or a disabling condition. Failure to properly

report an illness may be considered an absence without pay and may subject the employee to discipline as well.

Employee absent from work due to any illness or injury for three (3) or more work days must provide the Coroner or his designee with a physician's statement verifying that the employee's reported illness prevented him from working as scheduled and/or confirming that the employee is in good health and is fit to return to his normal duties.

In addition, the Coroner or designee may require a doctor's statement when possible abuse is suspected. The doctor's statement must explain in lay language the nature of the illness or injury. Failure to provide the doctor's statement on the day the employee returns to work, if the employee has been placed on notice of possible abuse, could result in denial of sick leave benefits, charging the absence to unauthorized absence without pay, and possible disciplinary action.

If the Coroner or designee does not consider the evidence submitted as adequate for the use of sick leave, the Coroner or designee may request additional documentation, regardless of the number of days absent. If the employee does not supply such requested additional documentation or if the documentation that is provided is not deemed satisfactory by the Coroner or designee, the request for sick leave shall be denied and the time shall be charged to leave without pay, and the employee shall further be subject to disciplinary action, including termination. The Coroner retains the right to audit, monitor/or investigate sick leave usage and, if the employee is suspected of abuse, to take corrective action.

Section 12.4 – Payout of Sick Leave Upon Separation of Employment

Upon ratification, all sick time hours accrued, unused, and banked will be frozen for purposes of eligibility for monetary compensation. The accrued sick time will continue to be eligible for pay based on years of service at time of separations, as outlined in this Agreement.

Sick time earned after ratification of this Agreement may be accrued up to a maximum of nine hundred sixty (960) hours. This bank will be maintained separately from sick time banked prior to ratification. This bank shall have no monetary value for payout purposes, but may be used to obtain service credit to the full extent allowed by the Illinois Municipal Retirement Fund.

For employees hired prior to November 1, 2005:

1. Once an employee accrues two hundred forty (240) hours of sick time, he has the option to continue to accumulate sick time, or request to receive monetary compensation for up to forty (40) hours of sick time per calendar year at the payout percentage based on his length of service as indicated in the Payout Table below.
2. Employees may request monetary payment for sick time no more than one (1) time per year.
3. Upon separation or layoff, the employee has the option of either:
 - a) Receive monetary compensation for accrued, unused, sick time based on the Sick Time Payout Table below; or
 - b) If an employee is eligible to receive an IMRF pension within sixty (60) days of their separation or layoff, the employee has the option to apply accrued, but unused, sick time towards IMRF service credits. Service credits awarded under this option will be exchanged at a value equal to the total number of the employee's unused sick days.

SICK TIME PAYOUT TABLE

YEARS OF COMPLETED CONTINUOUS SERVICE	MONETARY COMPENSATION PERCENTAGE RATE
5 through 7 years	50 %
8 through 10 years	67 %
11 through 15 years	75 %
16 years or greater	100%

For employees hired after November 1, 2005:

For an employee who has completed eight (8) years of service, upon separation or layoff, the employee will have the option to either:

- a) Receive monetary compensation for accrued, unused sick time at 50% of the value; or
- b) Apply accrued, unused sick time accrual towards IMRF service credits. This option is only available if the employee will be eligible to receive an IMRF pension within sixty (60) days of their separation or layoff. Service credits awarded under this option will be exchanged at a value equal to the total number of the employee's unused sick days.

ARTICLE 13 – LEAVES OF ABSENCE

Section 13.1 – Family Medical Leave

The Coroner will comply with all Federal and State laws in granting Family Medical Leave, and may take any actions not inconsistent with such laws or the terms of this Agreement. Any dispute over an alleged violation of this section 13.1, may be pursued through the appropriate step in the grievance procedure prior to arbitration, but no further.

Section 13.2 – Bereavement/Funeral Leave

When a death occurs in an employee’s immediate family, all bargaining unit employees covered by this Agreement, upon request, shall be excused for up to two twelve (12) hour shifts off work, or three consecutive eight (8) hour shifts off work (whichever is applicable), for the purpose of attending the funeral. To qualify for funeral leave, an employee must notify the Coroner or designee of the need for funeral leave as soon as possible. An eligible employee shall be paid his normal straight time daily rate of pay for any day or days on which he is excused and for such excuse would have been scheduled to work.

An otherwise eligible employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason, e.g., funeral leave is available only for scheduled work days and cannot be used in conjunction with any scheduled day off.

If an employee requests additional days off, vacation, floating holidays or compensatory time may be scheduled if the employee has the time available and subject to the approval or denial of the Coroner, or his designee. In the event of a death of an individual outside the aforementioned list, vacation, floating holidays or compensatory time may be scheduled and is subject to the approval or denial of the Coroner or his designee.

Members of the immediate family include:

UP TO TWO (2) 12-HOUR WORK SHIFTS OF LEAVE OR (3) CONSECUTIVE 8-HOUR WORK SHIFTS			
Mother	Spouse	Grandparent	Sister-in-law
Father	Child	Grandchild	Brother-in-law
Brother	Mother-in-law	Stepparent	Son-in-law
Sister	Father-in-law	Stepchild	Daughter-in-law
<i>The above also applies to a person who is legally acting as a guardian in one of the above capacities.</i>			

Section 13.3 – Military Leave

It is the policy of the Coroner to comply with all applicable Federal and State laws in granting Military Leave to all bargaining unit employees covered by this Agreement who voluntarily or involuntarily serve, or are reserve members of the United States Army, Navy, Marine Corps, Air Force, Coast Guard, Army National Guard, Air National Guard, and/or the Commissioned Corps of the Public Health Service, and other designated by the President of the United States in times of war or emergency. The Coroner is not required to provide additional work hours to compensate for military leave. Employees will follow applicable rules and regulations of the County concerning Military Leave; such rules and regulations may reasonably be changed by the Coroner or the County with notice provided to the employees.

Section 13.4 – Jury Duty/Court Service

It is the policy of the Coroner to follow all Federal and State laws regarding Jury Duty or Court Service. All bargaining unit employees covered by this Agreement, who are called to serve on a jury, or as a result of his duties where the employee is not an adverse party or adverse party in interest to the County or the Coroner, may appear before a court as a witness in response to a subpoena or other directive shall be granted a leave of absence with pay for the time they are required to serve, less payment received for acting as a juror or a witness.

The bargaining unit employee shall present the court document, which gives instructions to report for jury duty or the subpoena to testify to the Coroner or designee. If an employee is released as a witness from jury duty, or if the employee is not actually performing any of these functions for any period during normal working hours, the employee shall return to work for the remainder of the work day.

Upon his return, the employee shall submit documentation evidencing that he appeared and served as a juror and shall remit any witness fee in order to receive pay for such jury service. The employee shall be reimbursed for those hours they are required to testify, less payment received for witnessing. All employee benefits will continue in effect during subpoenaed jury duty or performance of witness duties.

Employees who appear in court as the plaintiff or defendant in any action not related to his official duty shall not be paid for time away from work unless that time is accrued vacation or sick time.

ARTICLE 14 – HOURS OF WORK

Section 14.1 – No Guarantee

This Article seeks to describe the normal hours of work for bargaining unit personnel. This Article does not provide a guarantee of any certain number of hours of work per day, or per work cycle, nor shall it be construed as a minimum or maximum work schedule.

Section 14.2 – Normal Work Hours

The employees agree to continue the basic work schedule implemented on December 1, 2008. This schedule shall consist of fourteen (14) twelve (12) hour shifts in a twenty-eight (28) day work cycle, with an unpaid forty (40) minute lunch, to be taken by the employee on each shift. Employees on this work schedule are thus regularly scheduled to work one hundred sixty (160) hours in each twenty-eight (28) day work cycle. In addition, the Coroner may reasonably schedule an employee to work in a “fill-in” capacity to cover employee absences or otherwise on an as needed basis.

The normal work day, work week, or work schedule for bargaining unit employees, the number of shifts worked per day or per week and/or the starting and ending times of such shifts may be temporarily or permanently changed or modified by the Coroner, or designee, in order to meet the needs of County citizens. Before a permanent change is made in the normal work day, work week, or work schedule for bargaining unit employees, the number shifts worked per day or per week and/or the starting and ending time of such shifts, the Union will be notified and given the opportunity to discuss (but not negotiate) the proposed change(s).

The Coroner, or his designee, may require the employee to work different hours than assigned. If on occasion this occurs, the Coroner, if possible, will provide a twenty-four (24) hour notice to the employee of the requested change in hours.

Section 14.3 – Trading of Work Shifts

There may be trading of work shifts with the express permission of the Coroner, or his designee, and such permission may not be denied for any lawful reason.

Section 14.4 – Overtime Pay

Each employee covered by this Agreement shall be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of one hundred sixty (160) in a twenty-eight (28) day work cycle. Hours worked for purposes of this *Section 14.4 – Overtime Pay* shall include hours paid but not worked, such as, but not limited to, vacation, or compensatory time off, but shall not include sick leave hours paid.

Nothing herein shall be construed to require the Coroner to fill any vacancy that may from time to time occur. The Coroner possesses the absolute right to assign overtime work and employees must work overtime as reasonably assigned by the Coroner or his designee. Such assignments shall not be made in an arbitrary fashion.

Section 14.5 – Compensatory Time

Upon the mutual agreement of the Coroner or his designee and the affected employee, employees may receive compensatory time off in lieu of overtime pay. Compensatory time, when mutually agreed upon by the Coroner and the effected employee, shall be paid in time off hours for all hours worked in excess of one hundred sixty (160) in the employees twenty-eight day work cycle.

Compensatory time off once accrued may be taken only with the approval of the Coroner, or his designee, based upon existing staffing needs. Requests for compensatory time must be made at least fourteen (14) days in advance unless the Coroner, or his designee, grants approval with less notice. Compensatory time requests that adversely impact operations of the department or provide insufficient notice may be denied. As of May 1 each year, any compensatory time that is not used or scheduled to be used on a date certain shall be paid out by the Employer at the rate in effect on the second payroll in May.

Section 14.6 – Call Back Pay

A call-back is defined as an official assignment of work which does not continuously follow an employee's regularly scheduled work hours. Employees who are called back to work by the Coroner or his designee outside of his regularly scheduled work hours or on his scheduled day off shall be compensated at the employee's applicable rate of pay for the amount of actual time worked or a minimum of two (2) hours, whichever is greater.

The employers agree to continue the beeper pay schedule in effect at the time this agreement is first signed by the parties until the work schedule described in Section 14.2 is implemented on December 1, 2008. Once the Coroner has adopted the work schedule described in Section 14.2 on December 1, 2008, beeper pay will be eliminated and deputies will no longer be required to carry beepers. In lieu of any further receipt of beeper pay, a fixed dollar amount will be added to each employee's annual salary effective December 1, 2008.

Section 14.7 – Overtime List

The parties agree to continue in effect the current overtime procedures. Such overtime list is based on seniority, starting with the most senior employee. In the event that an insufficient number of bargaining unit members have accepted the overtime assignments offered to the employees, bargaining unit members shall be ordered back to work in the order of reverse seniority, with the least senior employee ordered back to work first.

ARTICLE 15 – AUTOMOBILE

The Coroner may provide to employees an automobile for use on official Coroner business. If provided, such automobile must be used in accordance with the rules and regulations established by the Coroner, which may be changed from time to time by the Employer. If the Coroner decides to no longer provide the use of an automobile, then employees will be reimbursed at the appropriate County mileage reimbursement rate for the use of their own automobile on approved Coroner business.

ARTICLE 16 – INSURANCE

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(s) as a majority of all other DuPage County employees. In no event will Bargaining Unit employees pay more in premiums or co-pays, or receive less health, life, or dental benefits than a majority of all other DuPage County employees.

ARTICLE 17 – PERFORMANCE EVALUATIONS

Each bargaining unit employee covered by this Agreement may be eligible for a Performance Appraisal. The Coroner or his designee may conduct the Performance Appraisal on an annual basis. Performance appraisals may be considered in determining salary increases to the extent provided in *Article XVIII (eighteen) – Salaries*. Newly hired employees are normally eligible for a performance appraisal at the end of six (6) months and at the end of one (1) year of service. Employees with more than one (1) year of service in their current position are normally eligible for an annual performance appraisal.

During the performance appraisal meeting, the supervisor and employee should discuss each portion of the form, focusing on the employee's performance. The employee is encouraged to write any comments they may have under "Employee Comment," and sign the performance appraisal.

ARTICLE 18 – SALARIES

Section 18.1 – Salary Range

The Coroner reserves the right to establish the starting pay for any new hires. The minimum salary for the Deputy Coroner and Senior Deputy Coroner on the effective date of this agreement shall be as follows:

Deputy Coroner	\$40,390.00
Senior Deputy Coroner	\$45,361.00

Section 18.2 – Annual Pay Increases

All bargaining unit employees covered by this agreement shall receive an annual 2.0% pay adjustment, effective the first pay periods of June 2013, June 2014, and June 2015.

Section 18.3 – Promotion to Senior Deputy Coroner

Effective October 1, 2013, any Deputy Coroner who is promoted to the position of Senior Deputy Coroner shall, upon such promotion, receive a minimum 3.0% increase in such employee's annual salary as a Deputy Coroner. Any Deputy Coroner who is promoted to the position of Senior Deputy Coroner on or after October 1, 2013, shall be required to serve a six (6) month probationary period, during which such Senior Deputy Coroner may be demoted, at the sole discretion of the Coroner.

Section 18.4 – Field Training

Bargaining unit members who are assigned by the Chief Deputy Coroner or his/her designee to train a new employee shall receive one-half hour of regular pay for each shift that such employee is designated to provide such training, in addition to the employee's regular compensation.

Section 18.5 – Specialty Pay

Bargaining unit members assigned to the following designations shall receive an annual stipend of Two Hundred Dollars (\$200.00) (prorated for partial years), which stipend shall be paid in arrears on the first paycheck in December:

- A. Property/Evidence Manager/Assistant Manager
- B. OSHA Officer
- C. Anthropology Officer
- D. Public Education Coordinator
- E. Office of Emergency Management Coordinator
- F. Information Technology Coordinator
- G. Coroner's Equipment Management
- H. Internship Coordinator
- I. Radiology Coordinator

ARTICLE 19 – MISCELLANEOUS

Section 19.1 – Printing of Agreement

The Union shall have the contract and any agreed upon Memoranda of Understanding printed, and the Employer and all employees shall be provided a copy.

Section 19.2 – Personnel Files

All employees shall have the right upon request to review and copy the contents of their personnel file during their non-working time (which under this Agreement means before work, after work, during approved breaks or during a reasonable lunch period subject to emergency work duties) under circumstances provided in the Illinois Personnel Record Review Act.

Section 19.3 – Work Environment

The Employer shall endeavor to provide a safe work environment for all employees. The Employer, the Union, and all bargaining unit employees shall communicate as necessary to achieve this purpose. The Employer and Union agree to comply with all applicable state and federal laws.

Section 19.4 – Miscellaneous Additional Benefits

Bargaining unit members shall receive the same benefits enumerated in Chapter 6, Employee Benefits, of the County's Personnel Manual, as are granted to all other County employees and on the same terms as received by all other County employees as such benefits may from time to time be altered (modified, changed or eliminated) by the County.

ARTICLE 20 – NO STRIKE OR LOCKOUT

Section 20.1 – Strike Prohibited

The Union or any officers, agents, representatives or employees covered by this Agreement shall not in any way, directly or indirectly, call, instigate, authorize, promote, sponsor, engage in, participate in, encourage or condone any strike, sympathy strike, sit-in, slowdown, concerted stoppage of work, concerted refusal to perform overtime, mass resignations, mass absenteeism, picketing or any other intentional interruption, disruption or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer, or any other intentional interruption of operations or other concerted refusal to obey lawful orders of the Employer or designee, or to ratify, condone or lend support to any such conduct or action against the Employer.

Any, a few, some or all employees who violate any of the provisions of this Article may be subject to immediate discharge or otherwise disciplined by the Employer, at the discretion of the Employer. In the event of a violation of this Section of this Article the Union immediately shall disavow such action and instruct the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations.

Section 20.2 – Discipline of Strikers

Any employee who violates the provisions of Section 1 of this Article may be subject to immediate discharge or otherwise disciplined by the Employer, at the discretion of the Employer.

Section 20.3 – No Lockout

The Employer agrees that it will not lock out employees during the term of this Agreement.

Section 20.4 – Employer’s Judicial Remedies

Nothing in this Article shall be construed as a limitation upon the right of the Employer to seek judicial relief in the nature of injunctive relief and or money damages, or to discipline employees, if this Article is violated.

ARTICLE 21 – EMPLOYEE DRUG, ALCOHOL AND OTHER TESTING

Section 21.1 – Employee Drug and Alcohol Testing Policy

It is the policy of the Employer that the public has the absolute right to expect that persons employed by the Employer will be free from the effects of drugs and alcohol. Accordingly, the Employer may require up to fifty percent (50%) of the bargaining unit employees to submit to random urinalysis testing and/or other appropriate drug and alcohol testing annually, at a time and place designated by the Employer.

At the time of such testing, the employee may request that a blood sample be taken at the same time so that a blood test can be performed if the employee tests positive in the urinalysis test. If an employee tests positive in any such test, the test results shall be submitted to the Coroner or his designee(s) for appropriate action. A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for a confirmatory test to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. The first time a non-probationary employee tests positive for drugs or alcohol in a test administered under this Section, the Employer, at its sole discretion, shall have the right to discipline the employee, up to and including termination.

The use, sale, purchase, delivery or possession of illegal drugs, abuse of prescribed drugs, failure to report to the Coroner known adverse side effects of medication or prescription drugs which the employee may be taking, as well as being under the influence of alcohol or the consumption of alcohol while on duty or just before duty begins shall be cause for discipline, including discharge. For purposes of this Section, "under the influence of alcohol" shall be defined as a blood alcohol level of more than .02%, although a blood alcohol level of below .02% shall not preclude the Employer from establishing a violation of this Article by other means. The Employer, or his designee, may also require an employee to submit urine and/or blood tests if the Employer determines there is reasonable suspicion for such testing. The illegal use, sale or possession of prescribed drugs at any time while employed by the Employer, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol immediately before or while on duty, shall be cause for discipline up to and including termination.

Section 21.2 – Prohibitions against use or consumption of Narcotics, Alcohol, or Other Substance Pursuant to this Agreement

- (a) Any location at which Employer's business is conducted, whether at the County Complex or any other work site, is declared to be a drug-free workplace. This will include County vehicles and any private vehicles parked on County premises or work sites.
- (b) All employees are prohibited from reporting for work with their physical or mental facilities adversely affected because of prior indulgence in alcohol, illegal drugs or through the misuse of prescription medications.
- (c) Employees are generally prohibited from consuming alcohol during their work hours. For rare and special occasions, an employee may request prior approval from their supervisor. Exceptions to this are members whose assignments may require them to consume alcohol in the course of their job duties (*i.e.*, undercover assignments).
- (d) All employees are prohibited from unlawfully manufacturing, distributing, dispensing or using controlled substances in or outside of the workplace. The following is a partial list of controlled substances. The Personnel Division can provide a complete listing and explanation of controlled substances. Controlled substances for purposes of this policy include: Narcotics (heroin, morphine, etc.), Cannabis (marijuana, hashish), Stimulants (cocaine, amphetamine, etc.), Hallucinogens (PCP, LSD, "designer drugs," etc.).

It is the employee's responsibility to inform their Department Head or Supervisor if the employee is currently on medication and is operating Employer's machinery or equipment. An employee may not have their work performance adversely affected by controlled substances or alcohol and still be in compliance with this policy.

Section 21.3 – Over-the-Counter/Prescription Drugs

In the interest of public and employee safety, employees will in good faith notify the Employer of any known side effects of over-the-counter or prescription drugs which may adversely affect job performance. A "known side effect" is an effect of an over-the-counter or prescription drug of which the employee has been informed by a physician or has experienced in the past. Upon notification, the Employer may reassign the employee for the period of time during which the employee is affected. Such notification by an employee, standing alone, will

not result in disciplinary action. The Employer is in no way limited by this Section from taking action under the disciplinary section of this Agreement if employee abuse of over-the-counter or prescription drugs warrants such action.

Section 21.4 – Type of Testing

Where the Employer has a reasonable suspicion that the employee has consumed alcohol during the course of the work day, or used illegal drugs, the Employer has the right to require the employee to submit to alcohol or drug testing.

Section 21.5 – Order to Take Test

The Employer shall provide the employee at the time he/she is ordered to submit to testing with a written notice of the order, setting forth at least some of the facts and inferences upon which the Employer bases its conclusion of reasonable suspicion. The employee shall have the right, upon request, to consult with a union representative and/or counsel prior to any questioning, so long as the request does not delay the testing process. Refusal to comply with the order to test shall subject the employee to discipline, but taking of a test shall not operate to waive any objection or rights the employee may have.

Section 21.6 – Tests to Be Conducted

The Employer shall use a clinical laboratory or hospital facility that is licensed per the Illinois Clinical Laboratory Act. The Employer shall establish a chain of custody procedure to insure the integrity of samples and test results, and shall not permit the employee or any other bargaining unit member to be part of such chain. Sufficient samples shall be collected so as to permit an initial test, a confirmatory test and a subsequent test to be arranged at a facility of the employee's choosing. The Employer agrees to pay for the subsequent test at the laboratory chosen by the employee if the subsequent test result is negative. The Employer agrees that testing shall be by gas chromatography/mass spectrometry (GCMS) or an equivalent scientifically accurate test. In cases where the Employer has probable cause to suspect alcohol consumption, the Employer may require the employee to submit to a Breathalyzer test or Intoximeter.

Section 21.7 – Results

As to drug testing, the Employer shall only be notified in the event that a sample has tested positive for a particular drug on both the initial and confirmative test, and any information otherwise coming into the possession or knowledge of the Employer (*e.g.*, insurance billings) shall not be used in any manner or forum adverse to the employee's interests. As to alcohol testing, test results showing a blood alcohol concentration of .02% shall be considered positive. Any level of alcoholic concentration below .02% shall not prevent the Employer from showing that the employee consumed alcohol in violation of Section 21.1 or 21.2 of this Article. The employee shall receive a copy of all test results received by the Employer.

Section 21.8 – Right to Contest

The Union and/or the employee shall have the right to contest and/or grieve any aspect of any testing under this Article, including the right to test, the order, the administration of the test, the significance or accuracy of the test, or the consequences of the test results if such consequences do not result in discipline. Nothing herein shall waive or limit any rights employees may have concerning such tests that may arise outside the Agreement, which the employee may pursue with or without the Union.

Section 21.9 – Voluntary Request for Assistance

No adverse employment action shall be taken in any manner or forum against any employee who voluntarily seeks assistance for alcohol or drug related problems, other than the Employer may temporarily reassign an employee if he/she is then unfit for duty in his/her current assignment. Provided, however, an employee who voluntarily seeks assistance for an alcohol or drug related problem more than one time may be subject to adverse employment actions. All such requests shall be held strictly confidential and not released or used in any manner or forum contrary to the employee's interests; and provided further, however, that this provision shall not apply where the employee is under investigation prior to voluntarily seeking assistance, or whose violation of this Article is about to be discovered.

Section 21.10 – Pre-Employment Testing

Nothing in this Article shall prohibit the Employer from requiring and conducting pre-employment drug testing.

Section 21.11 – Employee Assistance Program

A specific Employee Assistance Program (EAP) is offered through the County of DuPage. EAP is a confidential service that offers professional counseling and referral services.

Participation in EAP is voluntary. Services of the EAP are available to all bargaining unit members by request or supervisory referral. If further help is needed, an EAP counsel shall provide a referral to another appropriate community resource based on its referral policy.

ARTICLE 22 – ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term unless otherwise expressly provided herein.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as otherwise specifically provided herein, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, including the impact of the Employer's exercise of its rights as set forth herein on wages, hours or work or terms and conditions of employment.

ARTICLE 23 – SAVINGS CLAUSE

If any Article, Section or portion of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, invalid, unenforceable or not in accordance with applicable statutes, by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decisions or legislation shall apply only to the specific Article, Section or portion thereof and the remaining parts or portions of this Agreement shall remain in full force and effect for the duration of this Agreement. The terms of Article XX, No Strike Lockout shall remain in full force during the period of any such negotiations.

ARTICLE 24 – DURATION AND TERM OF AGREEMENT

Unless otherwise specified herein, this Agreement shall be effective as of the first day of the first pay period after it is signed by both parties, and shall terminate at 11:59 p.m. on 30th day of November 2015. It shall be automatically renewed from year to year thereafter unless either party notify the other in writing at least ninety (90) days prior to the date of expiration or anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

Notwithstanding any other provision of this Article or agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this _____ day of _____, 2013.

CORONER

**METROPOLITAN ALLIANCE OF POLICE,
CHAPTER 174**

Richard Jorgensen, Coroner

Joseph M. Andalina, President

Date

Date

COUNTY OF DU PAGE

Bargaining Unit

Dan Cronin, Chairman
DuPage County Board

Date

Date