

**UNION & NON-UNION EMPLOYEE COMPARISON**

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Non-Union Employees	Animal Care & Control 7/2015	Maintenance 12/2013-11/2016
	<b>RECOGNITION ARTICLE 3</b>	<b>RECOGNITION ARTICLE 1</b>
NA	<p>Illinois Council of Police is the collective bargaining agent for employees.</p> <p>Employees in Animal Care and Control with following titles: Warden, Receptionist, Animal Bite Report Processor, and Kennel Technician. All other titles excluded.</p> <p><b>Newly hired probationary employees may be disciplined, discharged, laid off, or otherwise dismissed, on an at will basis, at the sole discretion of the Employer. Neither the reason for the termination of employment nor any disciplinary action taken may be a subject of or appealed through any grievance procedure.</b></p> <p><b>Employees who accept another position and place on probation may be disciplined, discharged, laid off, or otherwise dismissed, on an at will basis, at the sole discretion of the Employer. Neither the termination of employment nor any disciplinary action taken may be a subject of or appealed through any grievance procedure provided the reason is due to the ability to successfully perform the new job requirements.</b></p>	<p>International Union of Operating Engineers, Local 150 is the collective bargaining agent for employees.</p> <p>All Maintenance employees who hold the title: Maintenance Worker I, Maintenance Worker II, and Maintenance Worker III. All other titles are excluded.</p> <p>If the county creates a new classification (position title) pertaining to work of a nature performed by the bargaining unit, it has fifteen (15) working days to notify the union.</p> <p>A negotiation will take place to establish the proper pay rate for the new classification. If parties fail to agree on such a rate within 30 days of the start of work in classification, the union may appeal directly to arbitration within next 30 consecutive days.</p>
	<b>DUES and DEDUCTION and FAIR SHARE ARTICLE 3</b>	<b>DUES and DEDUCTION and FAIR SHARE ARTICLE 6</b>
NA	<b>SAME AS MAINTENANCE</b>	<p>Upon receipt of authorization from an employee the county must begin deducting dues and remitting such deductions and a list of those employees from whom the deductions were made, monthly to the union.</p> <p>The Union shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.</p> <p>Employees who are not members of the union will be required to pay their "fair share" or dues for the collective bargaining agreement.</p>
	<b>NO STRIKE, NO LOCKOUT ARTICLE 5</b>	<b>NO STRIKE, NO LOCKOUT ARTICLE 19</b>

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	Neither union or employee will initiate work stoppage during term of this agreement. Employee who violates terms of Section 1 of Article 5 shall be subject to immediate discharge.	Neither union or employee will initiate work stoppage during term of this agreement. Employee who violates terms of Section 1 of Article 19 shall be subject to immediate discharge.
<b>GRIEVANCE ARTICLE 6</b>		<b>GRIEVANCE ARTICLE 16</b>
<p>To file a grievance an employee has seven (7) days from the date of an employment action.</p> <p>An employee can grieve: Suspensions without pay, demotions that result in a reduction in pay, and terminations.</p> <p>If a satisfactory resolution is not decided upon, an employee has five (5) days to present the written grievance to next higher level.</p> <p>Step I: Director Step II: Human Resources Director Step III: Executive Director Step IV: Formal Hearing</p>	<b>SAME AS MAINTENANCE</b>	<p>To file a grievance an employee has ten (10) days from date of an employment action.</p> <p>An employee can grieve a violation of the provisions of the labor agreement.</p> <p>If a satisfactory resolution is not decided upon, an employee has ten (10) days to present the written grievance to next higher level.</p> <p>Step I: Supervisor Step II: Director Step III: Human Resources Director Step IV: Executive Director Step V: Arbitration</p>
<b>DISCIPLINE ARTICLE 7</b>		<b>DISCIPLINE ARTICLE 15</b>
<p>Disciplinary action in employees file will remain and be utilized for future when determining additional action taken.</p> <p>Right to Union Representation= None</p>	<b>SAME AS MAINTENANCE</b>	<p>Disciplinary action in employees file shall not be used when determining the action to be taken:</p> <p>Verbal or written reprimand= after 12 months Suspension of 1-5 days, after 24 months</p> <p>Right to Union Representation= may consult with and/or advise. May not speak on behalf of the employee.</p>
<b>LABOR MANAGEMENT MEETINGS ARTICLE 8</b>		<b>LABOR MANAGEMENT MEETINGS ARTICLE 22</b>
	<b>SAME AS MAINTENANCE</b>	<p>Parties will agree to met in good faith to discuss the implementation and general administration of this agreement, sharing of information of interest to the parties, and identification of possible health and safety concerns.</p> <p>Meetings will be scheduled within one week of either party submitting an agenda to the other, or at a time mutually agreed upon by both parties.</p>



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<p align="center"><b>HOURS OF WORK AND OVERTIME ARTICLE 11 SECTION 2: NORMAL HOURS OF WORK</b></p>		<p align="center"><b>HOURS OF WORK AND OVERTIME ARTICLE 8 SECTION 1: NORMAL HOURS OF WORK</b></p>
	<p>Employee's covered by this agreement shall work a 37.5 hour week, with seven and one half (7.5) hour days which will include a thirty (30) minute unpaid lunch.</p> <p>Normal hours of work varies</p> <p><b>Employer has the right to adjust hours for operational demands. If an employee's hours are to be flexed, the Employer shall meet with employee any time during the prior work day to explain the reasons.</b></p>	<p>A normal workday is seven and one half (7.5) hours or a thirty seven and one half (37.5) hour work week.</p> <p>Normal hours of work specified as:</p> <p>6:30 am - 2:30 pm 7:30 am - 3:30 pm 8:30 am - 4:30 pm</p>
<p align="center"><b>OVERTIME COMPENSATION SECTION 3</b></p>		<p align="center"><b>OVERTIME COMPENSATION SECTION 3</b></p>
<p>Employees are paid one and one half (1.5) their regular hourly rate of pay for hours worked over forty (40) in a work week.</p> <p>Employees who work overnight shifts are paid one and one half (1.5) their regular hourly rate of pay for hours worked over eight (8) in a day OR eighty (80) in a fourteen (14) day work period.</p>	<p>Bargaining unit employees shall be paid at 1-1/2 times of his/her regular hourly rate of pay when required to work in excess of 40 hours in a work week. Only actual hours of work will be counted towards calculation of overtime.</p>	<p>Employees are paid one and one half (1.5) their regular hourly rate of pay for hours worked over eight (8) in a day or forty (40) in a work week.</p>
<p align="center"><b>COMPENSATORY TIME SECTION 4</b></p>		<p align="center"><b>COMPENSATORY TIME SECTION 7</b></p>
<p>If an employee works three (3) additional hours on a given day, they will have the option to convert overtime hours to compensatory time when those hours take their total weekly hours into overtime. Under three (3) hours, they must be paid for that time.</p> <p>Employees can accrue up to two hundred and forty (240) hours of compensatory time a year.</p> <p>NA</p> <p>Supervisor can say "no" to compensatory time off requests.</p>	<p>Full time employees who work one (1) or more additional hours in a day, over their normal work hours; and over 37.5 hours of their normal work week may convert overtime hours into compensatory time. Anything less than 1 hour over one's normal hours in a day, and over their normal weekly hours does not qualify.</p> <p>During a calendar year Employees may accrue a maximum of 240 compensatory hours.</p> <p>Time shall be granted in (15) minute blocks</p> <p>Permission to utilize compensatory time shall not be unreasonably denied by the supervisor if operational requirements will not be adversely affected.</p>	<p>If an employee works one (1) additional hour on a given day, they will have the option to use compensatory time.</p> <p><b>Employees can have a banked 15 hours of Compensatory at one time</b></p> <p>During a calendar year Employees may accrue a maximum of 240 compensatory hours.</p> <p>Compensatory time requests must be submitted to the supervisor two (2) weeks in advance of an absence.</p> <p>No reasonable request shall be denied if there is coverage and proper notice.</p>

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<b>OVERTIME DISTRIBUTION SECTION 5</b>		<b>OVERTIME DISTRIBUTION SECTION 4</b>
	<b>SAME AS MAINTENANCE</b>	If insufficient number of volunteers respond to overtime requests, the employer shall assign the remaining overtime on a rotating basis, or assign based on specific skill, ability or experience needed for completion of an assignment.
<b>CALL BACK SECTION 6</b>		<b>CALL BACK SECTION 6</b>
Employees are paid a minimum of a half hour (.5) when called back to work and normal overtime rules apply.	Employees reporting back to work shall be guaranteed a minimum of two (2) hours of pay at the overtime rate or be compensated for the actual time worked at the appropriate rate, when applicable.	Employees are paid a minimum of two (2) hours of pay at time and one half (1.5) their regular rate of pay.
<b>ON CALL PAY SECTION 7</b>		<b>ON CALL PAY SECTION 8</b>
\$75/week rate - ALL PROGRAMS \$50/3-day period-CCP; \$50/3-day period-ATP  Credited a Minimum one half (.5) hour, when called. On Call RN Intervention=1/2 of employee's rate of pay per call. Primary Care has specific on call elements.	Employees assigned or designated on call shall be paid \$15.00 for each on call day. All bargaining unit employees will participate in on-call duties on a rotating basis.  If the employee is summoned to perform any official duties during his/her on-call week, he/she will be credited a minimum of (2) hours or the actual time worked, whichever is greater. All on-call hours shall count toward the 40 hour standard.	Employees assigned or designated on call shall be paid \$15.00 for each on call day. All bargaining unit employees will participate in on-call duties on a rotating basis.  If the employee is summoned to perform any official duties during his/her on-call week, he/she will be credited a minimum of (2) hours.
<b>HOLIDAY and WEEKENDS SECTION 8</b>		<b>HOLIDAY and WEEKENDS SECTION 4</b>
Eligible hourly employees are paid time and a half premium for hours worked on a fixed holiday.  A premium of \$2.50/hour or \$1.50/hour, depending on the position, is paid for all hours worked on the weekend in addition to the employees regular hourly rate of pay.	Eligible hourly employees are paid time and a half premium for hours worked on a fixed holiday. (Article 18, sec. 3)  Wardens who qualify for shift differential pay on Monday through Friday, or Saturday and Sunday, shall receive an additional \$2.50 per hour above their regular base hourly rate of pay; all other employees shall receive \$1.50 per hour above their regular base hourly rate of pay. Similar to non-union LCHD/CHC employees.	Employees are paid one and one half (1.5) their regular hourly rate of pay for hours worked on fixed holidays  Employees are paid one and one half (1.5) their regular hourly rate of pay for hours worked on Saturdays and Sundays, when Saturday and Sunday is not included in the employee's normal schedule. <b>Double time shall be paid for all hours worked on Thanksgiving Day, Christmas Day and New Year's Day.</b>

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<b>WAGES</b> <b>ARTICLE 12: SECTION 1</b>		
	12/1/ 2015 to 11/30/2016 – 2.5% 12/1/2016 to 11/30/2017– <i>Same as Non-union</i> 12/1/ 2017 to 11/30/2018 – <i>Same as Non-union</i>	Effective 12/1/2012-- 2.75% general increase Effective 12/1/2013--2.85% general increase Effective 12/1/2014--same wage increase as non-union employees.  Effective 12/1/2015 same wage increase as non-union employees.
<b>DISCRETIONAY PERFORMANCE INCENTIVE</b> <b>ARTICLE 12: SECTION 2</b>		
<p><b>Capability Promotion</b> - a change of an employee within a market recognized, approved multi-level job series from a position of one class to a position of another class with more responsible duties and a higher salary range. Capability promotion could result in up to 5% increase or new grade min.</p> <p><b>Proficiency Incentive</b> – Employees receiving this incentive have attained a comprehensive knowledge of their job and use this knowledge to provide consistently reliable service. Employees may be eligible to receive up to a 2% increase added to their base salary. Employees may be eligible to receive this incentive every three (3) years for a maximum of three (3) times within their current position. If employees move to another position at a higher level, they may again be eligible for three (3) proficiency incentives every three (3) years.</p>	<p><b>Employees shall be eligible to receive a 3% performance increase on the completion of 5th, 10th, 15th and 20th anniversary provided: Their last two evaluations averaged a 4.5 or higher. The employee does not have any adverse personnel actions in the prior two years. The employee satisfactorily completes a proficiency evaluation (which may include the successful completion of a special project.</b></p>	<p>NONE</p>
<b>SENIORITY</b> <b>ARTICLE 14</b>		
<p>There is no formal seniority policy.</p>	<p>An employee's seniority is the period of the employee's most recent continuous regular employment.</p> <p>Continuous employment is broken by resignation and not reemployed within 30 months, discharge for cause, is laid off pursuant to the provisions of the applicable Agreement for a period of twelve (12) months or accepts gainful employment while on an approved leave of absence from Lake County.</p> <p>In the event two or more employees have the exact same date of hire, seniority of the affected employees shall be determined by a numerical lottery drawing done by the Employer.</p> <p>The Employer shall prepare a list setting forth the present seniority dates for all Employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement.</p>	<p>An employee's seniority is the period of the employee's most recent continuous regular employment.</p> <p>Continuous employment is broken by resignation, discharge for cause, retirement, failure to return from leave, or being absent for three (3) consecutive days without calling in.</p> <p>If an employee returns to work within two (2) years, the break in service is removed from their record.</p> <p>Once each year, we must publically post a seniority list, showing the seniority of each employee. A copy must be furnished to the union. After thirty (30) days it is accepted and finalized, unless protested by the Union or an employee.</p>

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<b>UNION RIGHTS ARTICLE 15</b>		<b>UNION RIGHTS ARTICLE 5</b>
N/A	Members on union negotiating team who are scheduled to work on a negotiation day, shall be excused from duties without lose of pay. Attendance at a bargaining session is conditioned upon operational demand determined by employer.	Union Stewards shall be allowed time off without pay for legitimate Union Business, provided they give at least two (2) weeks prior written notice. Employer shall provide a Union bulletin board in the maintenance department.  The Union and/or its agents have the right to be on site during business hours provided they do not disrupt the working schedule.
<b>UNIFORMS ARTICLE 20</b>		<b>UNIFORMS ARTICLE 17</b>
	Employer provides uniforms based on job assignment. Generally, 5 uniforms per person, where required. Wardens allowed to wear body armor under uniforms, while on duty, however not mandatory, therefore warden must purchase.	Provide uniforms and safety shoes as needed. Shoes not to exceed \$200 per purchase. Employees are responsible for cleaning uniforms.
<b>INSURANCE ARTICLE 21</b>		<b>INSURANCE ARTICLE 13</b>
Employer pays portion of full-time medical insurance premiums through Blue Cross/Blue Shield of Illinois.  Employer pays portion of full-time dental insurance premiums through Metlife. Employer pays portion of full-time vision insurance premiums through Superior Vision. Coverage begins on the 1st day of the first month following a full calendar month of employment. Example: Start anytime in March, effective May 1st.  Coverage ends on the last day of the month in which employment terminates.  Employee may opt-out of coverage and receive \$1,500 annually in bi-weekly payments.	<b>Bargaining unit employees under this agreement shall continue to receive the same health, life, dental and other insurance benefits at the same employee/dependent premium cost as non-union employees</b>  County reserves right to select life insurance through self-insured plan or under group policy or policies issued by an insurance company or insurance companies selected by the County. The County reserves the right to provide alternate insurance carriers, health maintenance organizations or self-insurance as it deems necessary.	<b>Employer pays entire cost of full-time insurance premiums through Midwest Operating Engineers Local 150 Health and Welfare Fund (union plan) for medical &amp; dental coverage.</b> New employees will be covered on the 1st day of the 1st month following hire date. Coverage ends on the last day of the month following the employee's termination date. No opt-out option is available.  Trustees responsible for administration of plan in compliance with COBRA, HIPAA, Patient Protection, Affordability Act (PPACA). Any amendments to PPACA which imposes new direct cost to LCHD/CHC, either party may reopen the contract to renegotiate cost. Employer shall send written notice to the Union no later than 60 days after the effective date of any qualifying amendment to the PPACA or new health care legislation.
<b>TERMS OF AGREEMENT ARTICLE 25</b>		<b>TERMS OF AGREEMENT ARTICLE 23</b>

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N/A	This Agreement shall be effective from (time of signing) and shall remain in full force and effect until November 30, 2018. It shall continue in effect from year to year thereafter unless either party notifies the other in writing by certified mail at least ninety (90) days preceding the expiration of this agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. Either party can terminate the agreement during the period of negotiations with written notice delivered no less than 10 days prior to the anniversary date of this agreement.	The agreement shall be effective until November, 2012. It shall automatically renew year to year, unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date. In that event, negotiations shall begin no later than 60 days prior to the anniversary date. Either party can terminate the agreement during the period of negotiations with written notice delivered no less than 10 days prior to the anniversary date of this agreement.

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<b>DRUG and ALCOHOL POLICY ARTICLE 26</b>		<b>DRUG and ALCOHOL POLICY ARTICLE 18</b>
Personnel Policy	Drug testing will be conducted throughout the year on a random, unannounced basis. The County may conduct up to four random drug tests every calendar year. No more than 3 employees per test shall be administered the test per for each of the four test.	Same as Non-union policy
<b>FISCAL YEAR 2016 Payscale</b>		<b>FISCAL YEAR 2010 Payscale</b>
<b>OLD - Titles/Salary</b> Maintenance Worker - Grade 5 - 12.40 Painter - Grade 8 - 16.33 Senior Maintenance Worker - Grade 8 - 16.33 Assistant Supervisor - Grade 9 - 17.90	Warden II – Hourly.8 Warden III – Hourly.9 Receptionist--S3 Rabies Certificate processor--S2 Animal bite report processor--S3	<b>NEW - Titles/Salary; Same for union/non-</b> Maintenance Worker I - \$13.79 Maintenance Worker II - \$16.57 Maintenance Worker III - \$18.16
<b>WINTER OPERATIONS</b>		<b>WINTER OPERATIONS SECTION 9</b>
N/A	N/A	Snow Commanders will be paid \$15.00 for each day starting with the first snow fall in November, but no later than Nov. 15 until March 1st. Snow Commander paid on a daily basis after March 1st.
<b>VACANCIES, POSTINGS</b>		<b>VACANCIES, POSTINGS ARTICLE 11</b>
Postings shall be posted for a minimum of three (3) days.	No language regarding postings	Postings shall be posted for five (5) days.  The most qualified applicant should be selected (internal or external) and where two employees are equal, the employee with the longest period of continuous employment will be promoted.