

County of Kane
Office of County Board
Kane County Government Center

Karen McConnaughay
Chairman
630-232-5930

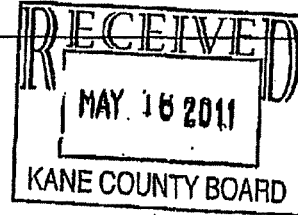


719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET

for

Karen McConnaughay
Chairman, Kane County Board



Name of Document: Collective Bargaining Agreement between The County of Kane, The Kane County Clerk and AFSCME Local 3966

Submitted by: Al Westhoff for John A. Cunningham

Date Submitted: May 16, 2011

Examined by:

KC Short
(Print name)

[Signature]
(Signature)

6-3-2011
(Date)



Post on Web:

Yes

No

Atty. Initials

KCS

Comments:

If you have any questions,
please contact Atty Johnson

Chairman signed:

Yes No

(Date)

6-13-11

Document returned to:

AL Westhoff

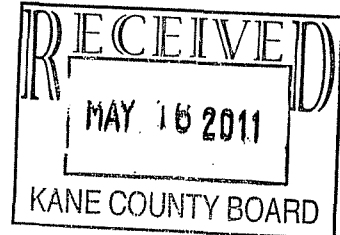
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(Date)

Document returned to: _____

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

**THE COUNTY OF KANE, THE KANE COUNTY CLERK
AND
THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL DEPUTY CLERKS, (AFSCME), AFL-CIO,
COUNCIL 31, ON BEHALF OF AND WITH LOCAL 3966**

EFFECTIVE DATES

DECEMBER 1, 2010- NOVEMBER 30, 2013

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PREAMBLE

This Agreement is entered into by Kane County and the Clerk of Kane County, hereinafter referred to as the "Employer," and the American Federation of State, County and Municipal Deputy Clerks, Council 31, AFL-CIO on Behalf of and with Local 3966, hereinafter referred to as the "Union."

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the Deputy Clerks in the bargaining unit and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to some of the Deputy Clerks' working conditions.

To the extent that provisions of the Collective Bargaining Agreement are in conflict with provisions of the Personnel Policy Handbook of the Clerk of Kane County and the Kane County Code, the provisions of the Collective Bargaining Agreement shall apply. The personnel rules are incorporated herein by reference, and as amended from time to time. Those items of the personnel rules which are mandatory subjects of bargaining must be negotiated with the Union.

In consideration of mutual promises, covenants and Agreement contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE 1
RECOGNITION

Section 1. Unit Description

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, working conditions and other terms and conditions of employment of the following unit:

All full-time and regular part-time Deputy Clerks employed by the Kane County Clerk but excluding the Department Directors, Secretary to the County Clerk position (confidential secretary), the Election Department Supervisor position (supervisory), Vital Records Supervisor position (supervisory), the Accountant (confidential), and other managerial and confidential Deputy Clerks as defined by the Act, and all other persons excluded from coverage under the Act. Such recognition was initially pursuant to S-RCA-93-117.

Where the Employer finds it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employer and Union agree to jointly petition the State Labor Board to seek the necessary unit clarification.

Section 2. New Classifications

If a new position classification is created by the Employer, the Employer shall set the proper pay grade for the classification.

The Employer shall determine the proposed salary grade in relationship to:

- (A) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employer's work force;
- (B) Like positions with similar job content and responsibilities within the Kane County Government System, if available, otherwise to the Kane County Labor Market generally;
- (C) Significant differences in working conditions to comparable position classifications.

If the Union does not agree with the Employer's determination of the proposed salary grade established under this Section, then the Union shall within ten (10) days after notice of the Employer's determination, request a meeting with the Employer to discuss the Employer's action. The Employer shall thereafter meet with the Union and render a decision within twenty (20) calendar days of such meeting. If the Union still disagrees with the decision of the Employer, the Union may submit the matter to Step 4 of the Grievance Procedure within ten (10) days from the receipt of the Employer's final decision.

Section 3. Non-bargaining Unit Personnel

Non-bargaining Unit Personnel may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit Deputy Clerk. Such work by said personnel shall not cause any layoffs of the bargaining unit Deputy Clerks. Nothing in this paragraph is intended to alter or reduce the Employer's Management Rights.

Section 4. Abolition, Merger or Change of Job Classification

If the Employer abolishes, merges or changes existing classifications, the Employer shall negotiate with the Union over the impact of such action. The negotiations over such action shall include good faith impact bargaining, as required under the Illinois Public Labor Relations Act. The Parties agree that a change in job title in the bargaining unit shall not remove the job position from the bargaining unit as long as the type of work performed by the position remains essentially the same.

**ARTICLE 2
PROBATIONARY DEPUTY CLERKS**

Deputy Clerks shall be "probationary Deputy Clerks" for their first six (6) months of employment with the County Clerk's Office. Probationary Deputy Clerks shall be evaluated by their Department Heads approximately midway and near the end of their probationary period. The discipline, layoff, transfer or termination of a probationary Deputy Clerk shall not be subject to the grievance and arbitration procedures and shall not be a violation of this Agreement.

**ARTICLE 3
SAVINGS CLAUSE**

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

**ARTICLE 4
UNION SECURITY**

Section 1. Deductions

The Employer agrees to deduct from the pay of those Deputy Clerks who individually request it any or all of the following:

- (A) Union membership dues, assessments, or fees;

- (B) Union sponsored credit union contribution or other union sponsored programs;
- (C) P.E.O.P.L.E. contributions.

Requests for any of the above shall be made on a form agreed to by the parties and shall be made within the provisions of applicable State Statutes.

Upon receipt of an appropriate written authorization from an Deputy Clerk, such authorized deductions shall be made in accordance with law and shall be remitted each pay day to AFSCME Council 31 at P.O. Box 2328, Springfield, IL 62705-2328, along with a list of bargaining unit Deputy Clerks' and union members' names, addresses and social security numbers. The Union shall advise the Employer of the deduction rate and any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

Section 2. Fair Share Deductions

Deputy Clerks covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the Illinois Public Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member Deputy Clerks and shall be remitted each pay day to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member Deputy Clerk's share shall not exceed dues uniformly required of Union members.

Section 3. Religious Exemption

Should any Deputy Clerk be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such Deputy Clerk is a member, such amount equal to their fair share, shall be paid to a non-religious charitable organization mutually agreed upon by the Deputy Clerk affected and the Union. If the Union and the Deputy Clerk are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The Deputy Clerk will on a monthly basis furnish a written receipt to the Union that such payment has been made.

Section 4. Notice and Appeal

The Union agrees to provide notices and appeal procedures to Deputy Clerks in accordance with applicable law.

Section 5. Indemnification

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

**ARTICLE 5
INDEMNIFICATION**

The Employer shall defend and indemnify the Deputy Clerks according to terms of the applicable statutes and laws of the State of Illinois.

**ARTICLE 6
NON-DISCRIMINATION**

Section 1. Prohibition Against Discrimination

Both the Employer and the Union agree not to illegally discriminate against any Deputy Clerk on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, disability or political affiliation, provided however that all personnel of the Office must at all times support and defend the Constitution and laws of the United States, State of Illinois and laws promulgated there from.

Section 2. Union Membership or Activity

Neither the Employer nor the Union shall interfere with the right of Deputy Clerks covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such Deputy Clerks because of lawful Union membership or non-membership activity or status.

Section 3. Equal Employment/Affirmative Action

The parties recognize the Employer's obligation to comply with Federal and State equal employment and sex discrimination laws applicable to the Employer.

**ARTICLE 7
NO STRIKE OR LOCKOUT**

Section 1. No Strike Commitment

In consideration of the Employer's commitment as set forth in Section 4 of this Article, the Union, its Officers, agents, representatives, members and all other Deputy Clerks shall not, in any way, directly or indirectly, call, initiate, authorize, participate in, sanction, encourage, ratify or condone any strike, sympathy strike, work stoppage, slow down or any other interference with or interruption of the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. No bargaining unit Deputy Clerk shall refuse to cross any picket line, by whoever established.

Section 2. No Lockout

In consideration of the Union's commitment as set forth in Section 1 of this Article, the Employer shall not lock out Deputy Clerk's during the term of the Agreement.

Section 3. Discipline for Violation

The Employer may discharge any Deputy Clerk who violates this Article.

Section 4. Judicial Remedies

Nothing contained herein shall preclude the Employer or the Union from obtaining judicial restraint and damages in the event of a violation of this Article.

**ARTICLE 8
SENIORITY**

Section 1. Definition

For the purpose of this Agreement the following definitions shall apply:

- (A) County-wide Seniority means a Deputy Clerk's uninterrupted employment with the County since her last date of hire.
- (B) Classification Seniority means the length of uninterrupted employment a Deputy Clerk has in her current classification.
- (C) Office Seniority means the length of uninterrupted employment a Deputy Clerk has in the Office of the Clerk of Kane County as listed in Appendix B.
- (D) Departmental Seniority means the length of uninterrupted service within a department of the County Clerk's Office.

A probationary Deputy Clerk shall have no seniority except as otherwise provided in this Agreement, until she has completed her probationary period. Upon completion of her probationary period she will acquire seniority from her date of hire. (Part-time Deputy Clerks shall receive seniority on a prorated basis.)

Section 2. Loss of Seniority

A Deputy Clerk's applicable seniority will be terminated and will no longer be a Deputy Clerk if:

- (A) She resigns or quits by giving an official letter of resignation.

- (B) She is discharged for just cause unless reversed through the Grievance or Arbitration Procedure.
- (C) She retires.
- (D) She does not return to work from a layoff or authorized leave of absence within ten (10) calendar days after being notified by certified mail to return.
- (E) She has been on layoff for a period of time equal to her seniority at the time of her layoff or two (2) years, whichever is greater.
- (F) She accepts "gainful employment" that is inconsistent with the purpose of the authorized leave while on an approved leave of absence from the Employer.

Section 3. Seniority List

The Employer and Union have agreed upon the initial seniority list setting forth the present seniority dates for all Deputy Clerks covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall resolve all questions of seniority affecting Deputy Clerks covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the Grievance Procedure. The initial agreed upon seniority list is attached hereto as Appendix B and made a part thereof.

Section 4. Seniority While On Leave

Deputy Clerks will continue to accrue seniority credit for all time spent on authorized leave of absence up to three (3) months. Deputy Clerks on military leave will continue to accrue seniority in accordance with Article 19 regarding military leave of absence.

**ARTICLE 9
LAYOFF AND RECALL**

Section 1. Procedure for Layoff

- (A) When Deputy Clerks are removed for the purpose of reducing the work force from any of the following Departments: Vital Records, Elections/Voter Management and Tax Extension, the Deputy Clerk with the least Office seniority shall be removed first.
- (B) A removed Deputy Clerk may bump, conditioned upon being qualified, in the following order:
 - i) To a vacancy, if any, in the same pay grade;

- ii) If no vacancy exists in I above, to bump an Deputy Clerk with the least office seniority with the same pay range;
- iii) To a vacancy, if any, in the next lower pay grade;
- iv) If no vacancy exists in iii above, to bump a Deputy Clerk with the least office seniority in a lower pay range.

To assure Department and Office efficiency, productivity and service, in no event shall more than one-third (1/3) of the positions in a department be affected by a transfer or transfers in utilizing the above procedures.

- (C) A removed Deputy Clerk shall have the procedures applied as set forth in subsection (B) above, until she is transferred or laid off.
- (D) In applying the procedures set forth in (B) and (C) above, a removed full-time Deputy Clerk shall be transferred to another full-time position for which there is a vacancy and for which that Deputy Clerk is qualified. A removed part-time Deputy Clerk may be transferred to either a full-time or part-time position for which there is a vacancy and for which that Deputy Clerk is qualified.
- (E) If more than one vacancy exists, or if there is more than one probationary Deputy Clerk at the time of removal, the Employer shall have the discretion to transfer the removed Deputy Clerk to the position the Employer deems appropriate.
- (F) Layoff of probationary Deputy Clerks shall be by date of hire.
- (G) If the Deputy Clerk, who is removed, requests assignment to a temporary position and is qualified to perform that job, the Employer may transfer that individual to that position.
- (H) If the removed Deputy Clerk is bumped to a position pursuant to this Section and the Deputy Clerk refuses to accept that position, provided the position the Deputy Clerk is being bumped to involves generally the same job duties and conditions of employment, or, if the Deputy Clerk is unable to assume the responsibilities of the position due to circumstances beyond the control of the Deputy Clerk, that Deputy Clerk shall be placed at the bottom of the recall list. However, if no other Deputy Clerks are on the recall list or if a Deputy Clerk refuses to accept more than one (1) position (subject to the same provided as above), the Deputy Clerk shall be terminated and not subject to the Procedure for Recall in Section 2, below.

Section 2. Procedure for Recall

A Deputy Clerk with seniority who has been laid off or bumped as a result of a layoff shall be recalled to work, conditioned upon ability to perform the work available, in

accordance with the reverse application of the procedure for layoff. Recall rights shall continue for two (2) years after a Deputy Clerk has been laid off. No new Deputy Clerks shall be hired until all Deputy Clerks on layoff desiring to return to work have been given the opportunity to return to work.

In the event of recall, eligible Deputy Clerks shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all Deputy Clerks eligible for recall to notify the Employer of their current address. Upon receipt of the notice of recall, Deputy Clerks have five (5) business days to notify the Employer of their acceptance of the recall. The Deputy Clerk has five (5) business days thereafter to report to work. If the Deputy Clerk fails to report to work within five (5) business days or longer by mutual agreement, that Deputy Clerk shall be terminated and will no longer be subject to this section.

If a Deputy Clerk returns to work within sixty (60) calendar days of a layoff, she will be reinstated with no break in service and with all previous seniority rights. For benefit purposes, a Deputy Clerk's length of service will be reduced by the length of time the Deputy Clerk was laid off.

Probationary Deputy Clerks who have been laid off have no recall privileges.

Section 3. Notice

The Employer shall notify the Union thirty (30) calendar days prior to the intended effective date of a planned layoff. The Employer and the Union will discuss alternatives to the layoff if put forth by the Union.

Any Deputy Clerk to be laid off will be notified thirty (30) calendar days prior to the effective date.

Section 4. Benefits

Benefits at layoffs are those applicable to terminations, except that health insurance coverage will be continued for up to six months as long as the Deputy Clerk portion of the monthly premium is paid by the Deputy Clerk by 15th of each month. After six months, COBRA coverage applies.

ARTICLE 10 **GRIEVANCE PROCEDURE**

Section 1. Grievance

A Grievance is defined as a dispute or disagreement as to the interpretation and application of any provision in this Agreement. Grievances may be processed by the Union on behalf of a Deputy Clerk or on behalf of a group of Deputy Clerks or itself setting forth name(s) or group(s) of the Deputy Clerk(s). Either party may have the grievant or one grievant representing group grievants present at any step of the

grievance procedure. The resolution of a grievance filed on behalf of a group of Deputy Clerks shall be made applicable to the appropriate Deputy Clerks within that group.

Business days shall include the weekdays of Monday through Friday, excluding holidays or other days the Employer's Office is closed.

Section 2. Grievance Steps

Step I. Department Director

The Deputy Clerk or Deputy Clerks and/or the Union shall raise the grievance with the Deputy Clerk's Department Director who is outside the bargaining unit by submitting a written Grievance Form. The written grievance shall contain a statement of the grievant's complaint, the section(s) of the Agreement allegedly violated, if applicable; the date of the alleged violation, if applicable, and the relief sought. The form shall be signed and dated by the grievant. Improper grievance form, date or section citation shall not be grounds for denial of the grievance.

All grievances must be presented not later than fourteen (14) business days from the date the grievant(s) became aware of the occurrence giving rise to the complaint and shall be handed in person to the grievants Department Director who shall immediately acknowledge receipt. The Department Director shall render a written response to the grievance within fourteen (14) business days after the grievance is presented. If the grievance is not resolved at Step 1, the grievant shall indicate her intent to proceed to Step 2 on the Grievance Form and the Deputy Clerk's Department Director shall acknowledge this by initialing and dating the statement of intent to proceed. In those circumstances where securing the signature of the Department Director who is physically not available to sign would have adversely affected a timely submittal to the second level, the grievance will be submitted to the second level without such signature. A copy of the grievance shall subsequently be provided to the Department Director for such signature. The Union is entitled to be present at any grievance meeting and any grievance settlement should not conflict with this Contract.

Step 2. Chief Deputy Clerk

In the event the grievance is not resolved at Step 1, it shall be presented in writing by the Union to the Chief Deputy or designee within fourteen (14) business days from the receipt of the answer or the date such answer was due, whichever is earlier.

Upon receipt of the written grievance at Step 2, the Chief Deputy shall schedule a meeting or hold discussions in an attempt to resolve the grievance within six (6) business days of receipt of the grievance and shall issue a written opinion within eight (8) business days thereof.

Step 3. County Clerk

If the grievance is still unresolved, it shall be presented by the Union to the County Clerk, or designee, in writing within fourteen (14) business days after receipt of the Step 2 response or after the Step 2 response is due, whichever is earlier.

Within fourteen (14) business days after receipt of the written grievance the grievant(s), a Union Staff Representative and/or a Union Deputy Clerk representative, the County Clerk and/or designee and anyone chosen to participate by the County Clerk shall meet or hold other discussions in an attempt to solve the grievance unless the parties mutually agree otherwise. The County Clerk or designee shall give a written response within fourteen (14) business days following the meeting.

If no meeting is held, the County Clerk or designee shall respond in writing to the grievance within fourteen (14) business days of receipt of the grievance.

Step 4. Arbitration

If the grievance is still unsettled, it may be presented to arbitration within fourteen (14) business days after receipt of the Step 3 response or the date the response was due, whichever is earlier. Upon request of either party, the parties may meet within fourteen (14) business days after receipt of request for arbitration for the purpose of conducting a pre-arbitration conference, in an attempt to resolve the grievance in writing prior to arbitration. If the grievance remains unresolved or a pre-arbitration conference is not requested, representatives of the Employer and the Union shall meet to select an arbitrator. If the parties are unable to agree on an arbitrator within the seven (7) business days, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of three (3) arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of her selection by a joint letter from the Employer and the Union, requesting that she set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties.

Arbitration Procedures

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

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall be responsible for compensating its own representatives and witnesses who are not Deputy Clerks of the

employer. The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally the Union and the Employer.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall neither amend, modify, nullify, ignore, add nor subtract from the provisions of this Agreement.

The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the Deputy Clerk or Deputy Clerks involved.

If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay for the cost of its copy.

Nothing in this Article shall preclude the parties from agreeing to use expedited arbitration procedures.

Section 3. Time Limits

- (A) Grievances may be withdrawn at any step of the Grievance Procedure. Such withdrawal shall not constitute a decision on the merits of the grievance. Grievances not raised or appealed within the designated time limits will be barred.
- (B) The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.
- (C) Failure to respond within the time limits by the designated person shall automatically advance the grievance to the next step.

Section 4. Time Off, Meeting Space and Telephone Use

- (A) Time Off: The grievant(s) and/or Union grievance representative will be permitted reasonable time without loss of pay during working hours to investigate and process grievances. Witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation. No Deputy Clerk or Union representative shall leave work to investigate, file or process grievances without first notifying and receiving permission from her Department Head or designee, as well as the Department Head of any other Clerk's Department to be visited, and such permission shall not be unreasonably denied. Deputy Clerks attending a grievance meeting shall be those having direct involvement in the grievance.

- (B) Meeting Space and Telephone Use: Upon request, the Deputy Clerk and Union representative shall be allowed the use of an appropriate room so long as there is one available while investigating or processing a grievance; and, upon prior approval, shall be permitted reasonable use of telephone facilities for the purpose of investigating or processing grievances. Such use shall not include any long distance or toll calls at the expense of the Employer.

Section 5. Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may by mutual agreement, be filed at the appropriate advance step where the action giving rise to the grievance was initiated. Mutual agreement shall take place between the appropriate Union representative and the appropriate Employer representative at the step where it is desired to initiate the grievance.

Section 6. Pertinent Witnesses and Information

Either Party may request the production of specific documents, books, papers or witnesses reasonably available from the other party and substantially pertinent to the grievance under consideration. Such documents shall be deemed pertinent if they support or refute the issue(s) set forth in the grievance. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials. This paragraph is applicable to arbitration proceedings only.

ARTICLE 11
DISCIPLINE AND DISCHARGE

Section 1. Discipline and Discharge

The parties recognize the principles of progressive and corrective discipline for just cause.

Disciplinary action or measures which may be utilized include only the following:

- oral reprimand (shall be "oral-written")
- written reprimand
- suspension (notice to be given in writing)
- discharge (notice to be given in writing)

If the Employer has reason to reprimand a Deputy Clerk, it shall be done in a manner that will not embarrass the Deputy Clerk before other Deputy Clerks or the public. The Deputy Clerk shall be given a copy of any disciplinary action against said Deputy Clerk at the time it is being placed in the Deputy Clerk's personnel file.

For oral-written and written reprimands, the Employer shall provide the Union steward and Union Staff Representative with a copy of the reprimand.

For all other disciplinary action, the Employer shall notify the Union by submitting a copy of the disciplinary action to the Deputy Clerk and Union Steward.

Nothing in this Article shall prohibit the Employer from imposing discipline which is commensurate with the severity of the offense.

Section 2. Pre-Disciplinary Meeting

For discipline other than oral and written reprimands, prior to imposing the contemplated discipline on the Deputy Clerk, the Employer shall meet with the Deputy Clerk involved and inform the Deputy Clerk of the contemplated discipline and the reason thereof. The Deputy Clerk shall be informed of his contract rights to Union representation and shall be entitled to such, if so requested by the Deputy Clerk, and the Deputy Clerk and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Union representative shall be available within twenty-four (24) hours of notification. If the Deputy Clerk does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non active participant at any and all such meetings, provided that said Union representative must be available when the meetings take place within 24 hours after notice.

If the Employer determines that there is evidence or reasonable suspicion that a Deputy Clerk has committed a serious or egregious offense or one which could have a detrimental impact on the morale of the Office or to the integrity of its operations, the Employer, at her discretion, may place a Deputy Clerk on administrative leave with or without pay. The Employer will notify the Union in writing of placing any Deputy Clerk on administrative leave within two (2) business days from the date of commencement of the administrative leave. If the Deputy Clerk desires to contest being placed on administrative leave, she or a Union representative shall give written notice thereof to the Employer within five (5) business days of the commencement of the leave. In such event, the dispute shall be submitted and processed under the grievance procedure as set forth in Article X of this Agreement commencing at Step 3.

Section 3. Investigatory Interviews

Where the Employer desires to conduct an investigatory interview of a Deputy Clerk where the results of the interview might result in discipline, the Employer agrees to first inform the Deputy Clerk that the Deputy Clerk has a right to Union representation at such interview. If the Deputy Clerk desires such Union representation, no interview shall take place without the presence of a Union representative. The role of the Union representative is limited to assisting the Deputy Clerk, clarifying the facts and suggesting other Deputy Clerks who may have knowledge of the facts.

Section 4. Removal of Discipline

Records of discipline other than suspensions shall be removed from the Deputy Clerk's personnel file, if one year passes from the date of the offense without the Deputy Clerk receiving discipline for the same offense.

ARTICLE 12 PERSONNEL FILES

Section 1. Personnel Files

The Employer shall keep a central personnel file for each Deputy Clerk within the bargaining unit. The Employer is free to keep working files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against a Deputy Clerk.

Section 2. Inspection

Upon request of a Deputy Clerk, the Employer shall reasonably permit a Deputy Clerk to inspect her personnel file subject to the following:

- (A) Such an inspection shall occur within seven (7) business day following receipt of the request. The Employer or her designee may be present during such inspection;
- (B) Such inspection shall only occur during daytime Office staff working hours Monday through Friday upon written request;
- (C) The Deputy Clerk shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein;
- (D) Upon written authorization by the requesting Deputy Clerk, that Deputy Clerk may have a representative of the Union present during such inspection;
- (E) Pre-employment information, such as reference reports or information provided the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying.

Section 3. Notification

Deputy Clerks shall be given notice by the Employer when any materials are placed in their personnel file except those of a routine, clerical nature.

Section 4. Limitation on Use of File Material

It is agreed that any material not available for inspection, such as provided in Section 1 and 2 above, shall not be used in any manner or any forum adverse to the Deputy Clerk's interest.

Section 5. Personnel Record Correction

If the Deputy Clerk disagrees with any information contained in the personnel record, a removal or correction of that information may be mutually agreed upon by the Deputy Clerk and Employer. The Deputy Clerk may submit a written statement explaining the Deputy Clerk's position, which shall be attached to the personnel record.

**ARTICLE 13
DEPUTY CLERK DEVELOPMENT & TRAINING**

Section 6. Orientation

The Employer and the Union recognize the need for the training and development of Deputy Clerks in order that services are efficiently and effectively provided and Deputy Clerks are afforded the opportunity to develop their skills and potential. In recognition of such principle the Employer shall endeavor to provide Deputy Clerks with reasonable orientation with respect to current procedures, methods, and techniques normally used in such Deputy Clerks' work assignments and periodic changes therein, including, where available and relevant to such work, procedural manuals.

The Employer shall provide such training as deemed necessary and appropriate. The Employer encourages Deputy Clerks to inform their Department Head Director if they believe that the training they have received is insufficient or that additional training would assist them in performing their job. Such suggestions by the Deputy Clerk should be as specific as possible.

Section 7. Reimbursement

The Employer will pay for the cost of an academic course, seminar or training session which is required of a Deputy Clerk by the Employer. Deputy Clerks may request to attend an academic course, seminar or training session by submitting a written request to the Chief Deputy along with the cost of all reimbursements. The approval of such requests are discretionary with the Employer and must be approved in writing.

ARTICLE 14
LABOR-MANAGEMENT COMMITTEE

Section 8. Labor Management Committee Meetings

The Union and the Employer mutually agree that in the interest of efficient management and harmonious Deputy Clerk relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) business days in advance by either party by placing in writing a request to the other for a Labor-Management Committee meeting and expressly providing the agenda for such meeting. If there is no agenda prepared and submitted by the requesting party, there shall be no meeting. Either party may add to the agenda no later than three (3) days prior to the scheduled meeting date, unless otherwise mutually agreed. In no event shall a Deputy Clerk be entitled to overtime compensation for participation in a labor-management committee meeting. The Union may designate up to three Deputy Clerks to attend the meeting. The substance of these meetings shall include the subjects listed on the agenda, and those otherwise mutually agreed upon, which may include discussion of:

- (A) The implementation and general administration of this Agreement and policies and procedures of the Office;
- (B) A sharing of general information of interest to the parties;
- (C) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect Deputy Clerks.
- (D) Safety, health and security issues relating to Deputy Clerks.
- (E) Pre-tax child care; Office policies and procedures; auto mobile usage on County business; tuition reimbursement.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement.

To effectuate the purposes and intent of the parties, both parties agree to meet quarterly unless mutually agreed otherwise. Meetings shall be held at the Employer's Office and shall be limited to two (2) hours.

Section 9. Integrity of Grievance Procedure

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure and shall not be used to address personnel issues which are pertinent only to one member of the collective bargaining unit. Deputy Clerks may address personnel issues which are pertinent only to one member of the collective bargaining unit, which are not grievances or disciplinary matters, with the Chief Deputy. The Deputy Clerk may be accompanied by a Union Representative at such meeting.

Such discussions may take place during a Deputy Clerk's regular working hours, but in no event may the Deputy Clerk or the Union Representative be paid overtime.

Section 10. Union Representative Attendance

When absence from work is required to attend Labor-Management Committee meetings, Deputy Clerks shall, before leaving their work station, give reasonable notice to and receive approval from their Department Director in order to remain in pay status. Such approval shall not be unreasonably withheld and shall be withheld only when the Employer determines that Office productivity will be adversely affected in which case an alternate Deputy Clerk may be chosen to participate.

**ARTICLE 15
HOLIDAYS**

Section 1. Approved Holidays

All Deputy Clerks shall receive holidays approved annually by the Kane County Board for non-court related Offices of Kane County, which currently are those listed in Appendix C attached hereto. Additional time off may be granted for all other days declared non-working days, as determined solely by the Employer.

Section 2: Election Day

Regardless of whether "Election Day" is approved as a holiday, Election Department/County Clerk Deputy Clerks are required to work "Election Day." Deputy Clerks in the Election Department/County Clerk who work during normal business hours on "Election Day" will be permitted to take that holiday at another time. Deputy Clerks who take the "Election Day" holiday at another time must submit an "Absence Request Form" and receive approval from their Department Head and Chief Deputy at least two (2) working days in advance of the day requested, except in an emergency situation. Requests will be approved provided adequate staffing and continuity of work scheduling is not adversely affected.

Section 3. Full-Time Deputy Clerks

Regular full-time Deputy Clerks shall receive a full day's pay for a County Board approved holiday.

Section 4. Part-time Deputy Clerks

Regular part-time Deputy Clerks shall receive pay, proportionate to the average number of hours normally worked, for a County Board approved holiday. (i.e., a Deputy Clerk who averages four (4) hours a day shall receive four (4) hours pay.)

Section 5. Holiday During Vacation

When a County Board approved holiday occurs during a scheduled vacation, an additional day of vacation will be credited to a Deputy Clerk.

Section 6. Required Work During a Regular Holiday

Normally, Deputy Clerks shall not be required to work on a regular approved holidays, except as provided in Sections 2 and 3 of this Article. In the event Deputy Clerks are required to work a holiday, except as provided in Sections 2 and 3 of this Article, Deputy Clerks shall be paid at their regular rate of pay and receive a holiday to be taken at a later date, or in the alternate, at the Deputy Clerks choice, be paid at one and one-half (1-1/2) times their regular rate of pay for working that holiday. Before taking that holiday, Deputy Clerks must submit an "Absence Request Form" and receive approval for taking that worked holiday off from their Department Head and Chief Deputy at least two (2) working days in advance of the day requested, except in an emergency situation. Requests will be approved provided adequate staffing and continuity of work scheduling is not adversely affected.

ARTICLE 16
VACATIONS

Section 1. Accrual

Vacation time is calculated from the first of the month in which the last date of hire occurred. All Deputy Clerks shall earn paid vacation time in accordance with the schedule below.

at completion of 1 year -- 10 days
at completion of 5 years -- 15 days
at completion of 15 years -- 20 days

Regular part-time Deputy Clerks shall receive vacation time proportionate to the average number of hours worked. Deputy Clerks shall accumulate vacation based on county-wide seniority. During the first year of employment only, a Deputy Clerk may borrow up to five (5) days of vacation after six (6) months of continuous employment with the County Clerk's Office. If an Deputy Clerk elects to borrow up to five (5) days of vacation during the first year of employment, only five (5) days remain to be taken after the completion of twelve (12) months total service during the following one (1) year period of employment. If an Deputy Clerk's employment is terminated prior to her first anniversary and the Deputy Clerk has borrowed vacation time, the Deputy Clerk's pay for those days borrowed shall be deducted from her final paycheck.

Section 2. Use

Vacation time may be taken, after it is earned (subject to Section 3 of this Article) in increments of not less than one-half (1/2) day at a time. Vacation time must be used prior to the Deputy Clerk's anniversary date or it will be forfeited, unless the carryover is

specifically approved by the Chief Deputy or her designee. The allowance of carryover will be subject to the operational needs of the Office, and the time must be taken within sixty (60) days of the Deputy Clerk's anniversary date.

Section 3. Vacation Schedules

The following vacation schedule will serve as a general guideline for the Employer when Deputy Clerks request three (3) or more consecutive vacation days: Additionally Deputy Clerks vacations may be approved by the respective Department Director above the number if the operational needs of the office can be met.

- (A) Election Department – One (1) Deputy Clerk per vacation period. Vacations will not be scheduled from six (6) weeks prior to or two (2) weeks after an election.
- (B) Tax Extension/Redemption Department -- One (1) Deputy Clerk per vacation period. Vacations will not be scheduled if:
 - i) From the date the Board of Review certifies values to the County Clerk or January 15th, whichever occurs first, through the week after the tax bills are mailed.
 - ii) From the date of tax sale through the following two (2) weeks.
- (C) Vital Records -- Two (2) Deputy Clerks per vacation period. Some job assignments may require certain vacation time restrictions. For example, when Economic Interests Statements are being processed in order to meet legal deadlines.

If the Employer can permit a vacation of three (3) or more consecutive days in the block of restricted time, it will do so. If the Employer cannot do so, the Employer will notify the Deputy Clerk of the reason it cannot permit the Deputy Clerk to take vacation at the time requested.

Section 4. Vacation Periods Scheduled by Seniority

Vacations shall be scheduled by Department.

Open enrollment: The period from January 15 to January 30 of each year will be an open enrollment period in which all Deputy Clerks may request vacation time for the upcoming year. Conflicts in scheduling will be resolved in favor of the Deputy Clerk having the greatest departmental seniority. No Deputy Clerk shall receive priority for more than one vacation period per calendar year; therefore when submitting vacation requests during open enrollment, Deputy Clerks should indicate which request is their highest priority. To break a tie between Deputy Clerks hired on the same date within a Department, the Deputy Clerks shall draw lots. Once a vacation period is approved and scheduled, the Deputy Clerk will be allowed to take that vacation, even if transferred and a scheduling conflict develops.

Vacation period requests other than as described above shall be granted on a first-come, first-granted basis. Vacations will be scheduled with prime consideration given to the efficient operation of the Department and Office.

Deputy Clerks will be limited to three (3) extended holiday weekends in a calendar year. This limitation may be waived if the holiday weekend has not been previously scheduled fifteen (15) calendar days prior to the date of the holiday.

Deputy Clerks must give at least fifteen (15) calendar days notice when seeking three (3) or more consecutive days of vacation. Deputy Clerks must give at least two (2) working days notice, except in an emergency situation, when requesting less than three (3) consecutive days of vacation.

To assure adequate staffing and continuity of work scheduling, no more than two (2) consecutive weeks of vacation may be taken, regardless of the number of weeks of vacation to which that Deputy Clerk may be entitled. This provision may be waived only with approval of the County Clerk. At least two (2) work weeks must elapse between vacation periods for those Deputy Clerks entitled to more than two (2) weeks of vacation.

In an unforeseen emergency, when adequate Office staffing cannot be assured, when continuity of work scheduling, Office efficiency, productivity or service to the public will be adversely affected, the Employer reserves the right to cancel a vacation that has already been approved and scheduled.

Section 5. Separation Pay

Deputy Clerks, or in case of death, their estate, shall be compensated for unused vacation earned upon separation.

If the Deputy Clerk terminates prior to the first anniversary and has borrowed vacation time, pay for days used will be deducted from the final paycheck.

Section 6: Holidays

When an approved holiday occurs during a scheduled vacation, an alternate day of vacation will be allowed.

Section 6. Vacation Pay

All vacation leave will be paid at the regular rate based on the length of the Deputy Clerk's normal workday.

Section 7. Vacation Checks

Deputy Clerks who will be on vacation on a payday may have their paychecks deposited by mail in their checking or savings accounts.

A written request for this service must be made to the payroll clerk of the Finance Department, along with a deposit slip, at least two (2) working days before the payday.

ARTICLE 17
SICK LEAVE AND PERSONAL DAYS

Section 1. Sick Days

On December 1st of each year, Deputy Clerks will be credited with seven (7) sick days. These days may be used in not less than one-fourth ($\frac{1}{4}$) hour increments for illness of the Deputy Clerk or the Deputy Clerk's immediate family or household. "Immediate family or household" (including step, foster and adopted) are defined as including the Deputy Clerk's children, father, mother, current spouse, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. Also, immediate family includes the Deputy Clerk's current spouse and the spouse's grandchildren. In the case of a Deputy Clerk's domestic partner that resides with the Deputy Clerk, immediate family includes his/her father, mother, brother, sister, children and grandchildren. No doctor's note is required. These days are not cumulative and will not carry over from year to year. An "Absence Request Form" must be filled out for use of sick days.

A new Deputy Clerk shall accrue one and three quarter ($1\frac{3}{4}$) sick days per quarter after probation.

Section 2. Personal Days

On December 1st of each year, Deputy Clerks will be credited with five (5) personal days. These days are not cumulative and will not carry over from year to year. Personal days must be used in increments of not less than one (1) hour at a time. Personal days may be used in conjunction with sick days and bereavement days provided adequate staffing and continuity of work scheduling is not adversely affected and upon approval of the immediate Department Director and the Chief Deputy. In requesting personal days off, Deputy Clerks must submit an "Absence Request Form" and receive approval for from their Department Director and Chief Deputy at least two (2) working days in advance of the day requested, except in an emergency situation. In an emergency, a Deputy Clerk may obtain verbal approval from her Department Director to use a personal day to cover an illness. Upon returning to work, she must complete an "Absence Request Form."

New Deputy Clerks will earn one and one quarter ($1\frac{3}{4}$) personal days for each four (4) months after the probation period is completed.

Requests for personal time off received by any Department Head will be approved provided adequate staffing and continuity of work scheduling is not adversely affected.

Section 3. Attendance Incentive

A Deputy Clerk may earn up to three (3) paid incentive days per year. On November 30th of each year the Employer shall determine, as to each Deputy Clerk, the number of sick and personal days taken as permitted in Sections 1 and 2 above. To the extent that an Deputy Clerk has not used all of the personal or sick days to which she is entitled, the Deputy Clerk shall receive additional pay for up to three (3) of those days at her regular rate of pay. This incentive pay will be received on or before December 15th.

Section 4. Extended Leave

Extended sick leave is intended to provide Deputy Clerks with protection during periods when they are under a doctor's care at home or are hospitalized, and, except as provided below, have depleted the sick time provided for in Section 1 above. Extended sick leave is to be used during periods of personal injury, illness or maternity until IMRF disability benefits begin. The IMRF disability benefit is payable after thirty (30) calendar days of disability and is equal to 50% of the Deputy Clerks average monthly earnings during the preceding twelve (12) months.

Extended leave shall comply with Kane County Policy relative to extended sick leave; provided however, Deputy Clerks may access extended sick leave before depleting sick time provided in Section 1 above if the illness or injury is personal and is for three (3) consecutive workdays or more and the Deputy Clerk provides a doctor's note. If Kane County modifies or terminates its Policy, this provision would follow the same course.

Prior to a leave of absence, and with the employer's approval, an Deputy Clerk may choose to reserve up to four of the sick days provided for in Section 1 above to be used subsequent to the leave. When opting to reserve days subsequent to a leave of absence, Section 3 above does not apply.

Section 5. Sick Days Abuse Sanctions

The Employer shall not discipline a Deputy Clerk for legitimate use of sick days. For the purposes of the provisions contained in this Article, "abuse" of sick days or sick leave is the utilization of such for reasons other than those stated in this Article.

Upon sufficient evidence of the abuse of such sick leave, the Deputy Clerk shall not be paid for such leave.

In addition, abuse of sick leave may subject the Deputy Clerk to disciplinary action pursuant to the terms of this Agreement. All Deputy Clerks agree to cooperate fully with the Department in verifying illness, and shall provide reasonable proof of illness upon request if the Employer has reasonable grounds to suspect abuse.

Section 5. Miscellaneous

A Deputy Clerk who reports to work and becomes ill, causing the Deputy Clerk to leave work, must use either a sick or personal day.

Deputy Clerks will only be permitted to use sick and/or personal days, vacation time or accumulated compensatory time to attend medical and/or dental appointments during normal work hours. In all cases an "Absence Request Form" must be filled out and submitted.

**ARTICLE 18
MISCELLANEOUS PROVISIONS**

Section 1. Use of Feminine Pronoun

The use of the feminine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the feminine pronoun includes the masculine pronoun as well.

Section 2. Definition

Whenever the term Employer is used in this Agreement, it shall mean the County Clerk or her authorized Officer or agent.

Section 3. Notification of Leave Balance

On a bi-monthly basis, Deputy Clerks shall be given a statement of leave balances (sick leave, vacation, personal days, and compensatory time).

Section 4. Evaluations

The Union and the Employer encourage periodic evaluation conferences between the Deputy Clerk and her Department Director. The written evaluation done at least once a year by the Department Director shall be discussed with the Deputy Clerk, and the Deputy Clerk shall be given a copy after completion. The Deputy Clerk shall sign the evaluation as recognition of having read it, but such signature shall not constitute agreement with the evaluation.

Deputy Clerks are not entitled to Union representation at performance evaluations. The Employer will not impose discipline at performance evaluations.

Section 5. Copies of the Agreement

Each Deputy Clerk covered by this Agreement shall receive a copy of the Agreement which the Employer shall have printed.

Section 6. Meeting Place

All meetings or hearings or other proceedings to which the parties have control over the meeting place, shall be held in the Employer's Office in Kane County, Illinois. This provision shall not apply to Union meetings, which shall not be held in the Employer's Office, except as provided in Article 10, Grievance Procedure and Article 14, Labor-Management Committee.

Section 7. Job Descriptions

Within ninety (90) days of the execution of this Agreement, Deputy Clerks shall have a copy of her current job description which shall include principle duties and responsibilities. When requirements are revised and the duties and responsibilities remain essentially unchanged, incumbents in these positions who qualified under previous requirements for the class shall be considered qualified.

Section 8. Automobile Used on County Business

Deputy Clerks using a vehicle for County business must possess a valid Illinois driver's license and have valid Illinois automobile insurance. Deputy Clerks shall receive the full amount of mileage allowed by the County while using their own vehicle on County business.

Section 9. Paternity/Maternity Leave

The Employer will comply with the Family and Medical Leave Act and any regulations promulgated thereto.

**ARTICLE 19
LEAVE OF ABSENCE**

Section 1. Policy

Leaves of absence may be granted to maintain continuity of service and to protect the Deputy Clerk relationship in instances where circumstances require a Deputy Clerk's absence. Leaves are granted based on each individual case and at the discretion of the Employer. Leaves of absence are without pay, except where specifically provided. A leave of absence shall be granted consistent with applicable state and federal laws as well as the Family Medical Leave Act.

A leave of absence will not be granted for the purpose of trying another job. Failure to return at the end of an approved leave may result in termination.

Section 2. Eligibility

Deputy Clerks may be eligible for a leave of absence if they have worked for at least twelve (12) months and for at least one thousand two hundred and fifty (1,250)

hours during the year preceding the start of the leave of absence. (This eligibility requirement does not apply to Military and Workers' Compensation leave).

Subject to the policy statement above, Deputy Clerks may be eligible for up to ninety (90) calendar days of leave a year which is based on a rolling twelve (12) month period measured backward from the first date leave is used. In other words, each time a Deputy Clerk takes a leave, the remaining leave for which the Deputy Clerk may be eligible would be any balance of the ninety (90) calendar days which has not been used during the immediately preceding twelve (12) months.

Deputy Clerks must give a thirty (30) calendar day advanced notice of the need to take a leave when it is foreseeable. Foreseeable leaves include but are not limited to maternity leave, placement leave, military leave, educational leave, personal leave or planned medical treatment leave. Where it is not possible under the circumstances to provide advance notice, notice must be given as soon as possible.

Section 3. Types of Leaves of Absence

- (A) Family and Medical Leave: Eligible Deputy Clerks may be granted up to twelve (12) work weeks for a family or medical leave for one or more of the following reasons:
- i) Birth Leave - for birth of a child of a Deputy Clerk and to provide care for the child following birth.
 - ii) Placement Leave - for placement of the child with a Deputy Clerk for adoption or foster care.
 - iii) Personal Illness - for a serious health condition when a Deputy Clerk is unable to perform their job.
 - iv) Family Illness - for a Deputy Clerk to care for their son, daughter, spouse or parent who has a serious health condition.

Upon return to work from a family or medical leave, the Deputy Clerk will be restored to their original or equivalent position which involves the same or substantially similar duties and responsibilities with equivalent pay, benefits and other terms and conditions of employment.

- (B) Military Leave: Eligible Deputy Clerks will be granted military leaves with pay up to fifteen (15) calendar days annually for active service or special training in the Armed Forces, Illinois National Guard or Naval Militia. If such duty exceeds 15 days in a calendar year, the leave may be extended without pay. Such pay, however, will be reduced by the amount of payment received from the National Guard or Naval Militia for these services. However, when the Armed Forces of the United States of America are engaged in or involved in active hostilities, eligible Deputy Clerks who are called to service during said hostilities shall receive the

difference, if any, between the salary they would have received from the Employer and the salary they receive from the United States for a term of up to four years unless the above period is extended by law, in which case the Deputy Clerk shall continue to receive the benefits as stated.

Military leaves will be granted to all eligible full-time and part-time Deputy Clerks without loss of seniority when they are called to leave their positions to enter military service, provided such service does not exceed four years. The Deputy Clerk will be restored to her same or similar position by making application within ninety (90) calendar days after discharge or hospitalization continuing after discharge.

- (C) Family Military Leave – Eligible Deputy Clerks will be granted 30 days of unpaid military leave during the time Federal or State deployment orders are in effect. Deputy Clerks are required to give at least a 14 days notice of the intended date upon which the family military leave will commence if leave will consist of 5 or more consecutive work days. The leave may not be taken if the Deputy Clerk has not exhausted all accrued vacation leave, personal leave, compensatory leave, and any other leave that may be granted to the Deputy Clerk, except sick leave and disability leave. The Deputy Clerk must consult with their supervisor to schedule the leave so as not to unduly disrupt the operations of the Employer.

For all Family Military Leaves, Deputy Clerks should provide their supervisor with a copy of the written orders.

- (D) Personal Leave: May be granted or denied at the discretion of the Employer based on the facts of each individual case. The reason for this type of leave must be of a nature involving a serious family problem, or some similar circumstance. Personal leaves are governed in the same manner as any other type of leave. The guidelines listed under Section 4, Rules and Regulations of this policy must be adhered to in all cases. Every effort will be made to place the Deputy Clerk returning from this type of leave to the same or substantially similar position.
- (E) Educational Leave: May be granted at the discretion of the Employer without pay to eligible Deputy Clerks who wish to continue their education provided the course of study is beneficial to the Employer. Every effort will be made to place the Deputy Clerk returning from this type of leave to the same or substantially similar position.
- (F) Workers' Compensation Leave: All Deputy Clerks experiencing an occupational disability due to an accident or illness arising out of and in the course of their employment may be placed on a Workers' Compensation Leave. Participating Deputy Clerks should apply for IMRF Disability Benefits if eligible (See Workers' Compensation). Every effort will be made to place the Deputy Clerk returning from this type of leave to the same or substantially similar position.

- (G) Victim's Economic Security and Safety Act (VESSA) Leave – A Deputy Clerk who is a victim of domestic or sexual violence or who has a family or household member who is a victim of domestic or sexual violence may take up to a total of 12 workweeks of leave from work during any 12-month period to address the domestic or sexual violence, as detailed in VESSA. This may include seeking medical attention or counseling for injuries or psychological trauma, obtaining victim services, relocating, seeking legal assistance or participating in a related court proceeding. Neither this section nor VESSA creates additional rights for a Deputy Clerk to take leave that exceeds the unpaid leave time under, or is in addition to unpaid leave time permitted by, the federal Family and Medical Leave Act of 1993.

Notice of Certification – the Deputy Clerk shall provide the Employer with at least 48 hours advance notice of the Deputy Clerk's intention to take a leave under VESSA, unless providing such notice is not practicable. The Employer may require the Deputy Clerk to provide certification to the Employer. When an unscheduled absence occurs, the Deputy Clerk shall provide notice as soon as possible, and shall provide certification to the Employer in accordance with the provisions of VESSA.

- (H) School Visitation Leave – Eligible Deputy Clerks that have been employed for at least six (6) consecutive months may take up to a maximum of eight (8) hours during any school year to attend school conferences or classroom activities related to the Deputy Clerk's children if the conference or classroom activities cannot be scheduled during non-work hours. A Deputy Clerk may not take more than four (4) hours of school visitation leave in one day, and the leave may not be taken if the Deputy Clerk has not exhausted all accrued vacation leave, personal leave or any other type of leave, except for sick or disability leave. The Deputy Clerk must provide their Department Director with at least 7 days advance notice, in emergency situations, no more than 24 hours notice is required. The Deputy Clerk must consult with their Department Director to schedule the leave so as not to unduly disrupt the operations of the Employer.

Section 4. Rules and Regulations

- (A) The Employer may require that a Deputy Clerk requesting any type of leave designate that sick days, accrued vacation and if applicable, personal days and compensatory time be used during the 90 calendar day leave of absence.
- (B) Duration of Leave. The cumulative time off for any type leave may not be longer than six (6) months based on a rolling twelve (12) month period.

- (C) Extended Leave of Absence. Any leave over 90 calendar days in duration is considered an extended leave of absence. Deputy Clerks in this extended period must contact the Employer at least thirty (30) calendar days prior to their expected return to work. Every effort will be made to place the Deputy Clerk returning from an extended leave to the same or substantially similar position.
- (D) Health Care Coverage During a Leave of Absence. Group hospitalization coverage will continue for up to six (6) months. The Deputy Clerk's premium portion for this coverage must be paid by the Deputy Clerk and received in the County Human Resources Department no later than the 1st of each month during the leave of absence. A limited continuation option is available to eligible Deputy Clerks after this period under COBRA (a limited extension of health insurance coverage).
- (E) Vacation, Sick Leave Benefits and Holiday Pay. Deputy Clerks will not receive sick leave credit or holiday pay, and will not accrue vacation time after the last day paid on any authorized leave of absence. Taking a leave of absence will not result in the loss of any employment benefit that accrued prior to the start of a Deputy Clerk's leave.

Section 5. Procedure

- (A) A "Request for Leave of Absence" form should be obtained from the Chief Deputy. The Deputy Clerk completing the form must state the reason for the leave, its duration, and the amount of vacation, sick and compensatory time, if any, to be used during the leave of absence.
- (B) This request should be submitted to the County Clerk.
- (C) A medical certification and/or fitness for duty report is required upon commencing and returning from a family and medical leave or workers' compensation leave. Deputy Clerks must provide medical certification within fifteen (15) calendar days of the request. Medical recertification may be required at the Employer's expense.

Section 6. IMRF Leave of Absence and Disability Benefits

- (A) Deputy Clerks who have a medical certification of a disability which may extend for thirty (30) calendar days or more could be eligible for disability benefits under the Illinois Municipal Retirement Fund. To be eligible, a Deputy Clerk must have twelve (12) months or more of service credit with IMRF. Pregnancy is included as a disability under IMRF if the Deputy Clerk is eligible and claims should be submitted in the same manner as other disability claims. The Kane County Human Resource Department should be contacted for the forms for application.

- (B) Deputy Clerks participating under IMRF and on a leave of absence without pay from the County Clerk's Office or disability pay under IMRF (i.e., family illness, placement leave) will not be protected for death or disability benefits during the unpaid period. Before the leave of absence begins, Deputy Clerks should file with IMRF a Benefit Protection Leave of Absence Authorization (forms are available in the Kane County Human Resource Department). Death and disability benefits are reinstated immediately upon returning to work. Deputy Clerks may establish service credits for retirement (not to exceed twelve (12) months) for this leave by paying the Deputy Clerk contributions which would have been paid if actually working plus interest. The County Board must approve the acceptance of employer paid IMRF obligations.

Section 7. Workers' Compensation

The Workers' Compensation law provides protection for Deputy Clerks experiencing occupational disabilities through accidents or by exposure to disease arising out of and in the course of employment.

- (A) When a Deputy Clerk suffers an on-the-job injury or exposure, even though no medical attention is required, a "Report of Injury" form must be completed by the Employer and sent to the Human Resources Department as soon as possible. If medical attention was required as a result of the injury or exposure, a claim will then be filed with the County Human Resources Department.
- (B) All expenses involved with the treatment of the exposure or injury are covered by the Illinois Workers' Compensation Act. That Act provides payment of sixty-six and two-thirds (66 2/3) of the Deputy Clerk's wages for lost time at work after a three-day waiting period. If the Deputy Clerk is off work for more than fourteen days because of a job related injury or exposure, then the Deputy Clerk will be compensated for the waiting period. In addition to this partial payment of wages pursuant to the Illinois Workers' Compensation Act (hereinafter referred to as "The Act"), Deputy Clerks with more than one year of service with the County will also receive a minimal amount of disability through IMRF.

The Employer, in addition to compliance with the Act, shall pay an additional one third (1/3) of the average weekly wage to Deputy Clerk for the first thirty days that the Deputy Clerk is totally disabled. This is a voluntary payment by the Employer and by accepting such payments, Deputy Clerks shall recognize and will assist the Employer in enforcing its subrogation rights.

Section 8. Jury Duty

Leave shall be granted to Deputy Clerks who are called to jury duty or are required to be absent from work because of subpoena from any legislative, judicial, or

administrative tribunal. Time away from work with pay shall be granted for such purposes. All compensation received for court or jury shall be remitted by the Deputy Clerk to the County Auditor, to be returned to the County Treasurer from which the original payroll warrant was drawn. The County Clerk feels that by volunteering to appear as a witness, a Deputy Clerk may create the impression that the County favors one litigant to the detriment of the other. Therefore, to avoid any suspicion of favoritism, County Deputy Clerks are instructed not to appear as a witness unless properly subpoenaed.

Section 9. Bereavement Leave

In the event of a death in a non-probationary Deputy Clerk's immediate family, the non-probationary Deputy Clerk will be allowed up to three (3) days leave with pay for the time actually lost. Immediate family members (including step, foster and adopted) are defined as including the Deputy Clerk's children, father, mother, current spouse, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. Also, immediate family includes the Deputy Clerk's current spouse and the spouse's grandchildren. In the case of a Deputy Clerk's domestic partner that resides with the Deputy Clerk, immediate family includes his/her father, mother, brother, sister, children and grandchildren.

Section 10. Deputy Clerk Blood Donation

Full time Deputy Clerks with at least six (6) consecutive months of service are allowed 1 hour of leave with pay every 56 days to participate in blood donation. Deputy Clerks must give a 15 day advance notice to the appropriate Department Director that they wish to take the leave. A written certification from the blood bank or hospital is required to verify the date of the blood donation.

**ARTICLE 20
UNION RIGHTS**

Section 1. Union Activity During Working Hours

Deputy Clerks shall be allowed necessary and reasonable time off with pay during regularly scheduled working hours, as specifically established by this Agreement. Prior to participating in Union activity authorized by this Agreement, the Deputy Clerk shall submit a written request to her Department Head for approval. Approval shall not be unreasonably denied.

Section 2. Access to Premises by Union Representatives

The Employer agrees that local representatives and Officers and AFSCME staff representatives shall have reasonable access to non-work areas of the premises of the Employer, giving at least two (2) hours notice prior to arrival to the County Clerk or her designee. The notice shall provide the purpose of the visit and the approximate length of time of the meeting. Such visitations shall be for the reason of the administration of this Agreement and shall not interfere with the operations of the County Clerk's Office.

Only in emergency situations and only with the County Clerk's approval, Union staff representatives or Local Union representatives may call a meeting during work hours to prevent, resolve or clarify a problem.

Section 3. Time Off for Union Activities

Three Local Union representatives shall be allowed up to four (4) days off with pay per year (with the County Clerk's approval) for legitimate Union business such as Union meetings, State or area wide Union committee meetings, trainings and State or International conventions, provided such representative shall give reasonable notice to her Department Director of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the Employer. The union leave shall be taken in full day increments and if more than one local union Representatives has requested off for the same day, they must work in different departments.

Section 4. Union Bulletin Boards

The Employer shall allow space at the work location for a bulletin board.

Section 5. Information Provided to Union

The Employer will advise the designated representative of the Union of: new hires, promotions, layoffs, transfers, leaves, returns from leave, suspension, discharge, and termination.

The Employer shall furnish the Union a current seniority roster applicable under the seniority provisions of this Agreement on or about December 1 and June 1 of each year.

Section 6. Union Orientation

By mutual arrangement regarding time, place and duration with the Employer, the Union shall be allowed to orient new Deputy Clerks for the purpose of informing Deputy Clerks of their rights and obligations under this Collective Bargaining Agreement and without loss of pay for Deputy Clerks involved.

The Employer shall inform the Union of all such hiring's and the Union shall inform the Employer of the Union representative who will carry out the Union orientation.

Section 7. Distribution of Union Literature

During Deputy Clerk's non-working hours, she shall be permitted to distribute Union literature to other non-working Deputy Clerks in non-work areas.

Section 8. Union Space on Premises

The Employer will provide the Union space for a computer outlet, space for a desk, and space for a filing cabinet on the premises.

Section 9. Rate of Pay

Any time off with pay provided for under this Article shall be at the Deputy Clerk's regular rate of pay as though the Deputy Clerk were working, not to exceed the Deputy Clerk's regular working scheduled hours.

**ARTICLE 21
WAGES**

Section 1. Wage Schedule

Deputy Clerks shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. The attached wage schedule shall be considered a part of this Agreement.

Section 2. Pay Period

Deputy Clerks will be paid on a bi-weekly schedule of twenty-six (26) times annually. Each payroll period shall consist of fourteen (14) calendar days, so that the bi-weekly rate of pay of each Deputy Clerk shall be 1/26th of the Deputy Clerks annual salary. In a year in which 27 pay periods shall occur, the bi-weekly rate of pay for each Deputy Clerk shall be 1/27 of the annual salary. When a payday falls on a holiday, the paycheck is distributed the preceding workday.

**ARTICLE 22
TEMPORARY ASSIGNMENT**

The Employer may temporarily assign a Deputy Clerk to perform the duties of another Deputy Clerk. A Deputy Clerk who is assigned to perform a significant number of duties of another Deputy Clerk for a period of time equivalent to an entire pay period shall be paid the greater of the following:

- (A) The pay of the Deputy Clerk whose duties the assigned Deputy Clerk is performing, or
- (B) The current pay of the assigned Deputy Clerk.

The Employer shall make every effort to see that temporarily assigned Deputy Clerk is adequately trained for the duties they are to assume.

**ARTICLE 23
INSURANCE**

Section 1. Medical, Vision and Dental Coverage

- (A) The Employer shall provide comprehensive insurance programs for hospitalization, medical, vision and dental coverage for each covered

Deputy Clerk who chooses to participate and their eligible dependents similar to the coverage which is currently in effect.

- (B) Premium costs are shared by the Deputy Clerk and the County through payroll deduction and a pre-tax deduction Section 125 Plan is available at the time of enrollment. Effective January 1, 2011 the program, based on the Deputy Clerks' selection of plan, shall be shared by the County and bargaining unit Deputy Clerks at the overall rate of eighty-five percent (85%) borne by the County and fifteen percent (15%) borne by the Deputy Clerks. Each covered Deputy Clerk and/or each covered spouse of a Deputy Clerk who enrolled and participate in the County's wellness program for 2011 (consisting of a blood draw and completion of a health risk assessment) shall each receive the benefit of a reduced Deputy Clerk cost of \$50.00 per month (\$100.00 where both Deputy Clerk and covered spouse are enrolled and participate in wellness).
- (C) The County reserves the right to self insure, change carriers and engage in cost containment measures during the term of this Agreement so long as the benefits and coverages sought are substantially similar to those being currently offered.
- (D) The parties further recognize that while each plan offered by the County may provide for different percentage levels of contributions, the overall contribution rate shall be as set forth in paragraph (b) above. However, the Employer agrees that each plan year the parties will negotiate possible changes in the contribution percentages for each plan. Provided however, the parties recognize the overall contribution rate set forth in paragraph (b) above must be maintained. The parties further understand that any changes in percentages of contributions in these plans must be consistent with sound insurance practices as it relates to the cost relationship of the plans to each other.

Section 2. Future Plans

Should the County adopt plans or policies which affect Deputy Clerk's insurance benefits (including what is commonly referred to as a flexible benefit program), Deputy Clerks of the Employer shall have the option to participate in the same plans or programs in the same manner as other County Deputy Clerks.

Section 3. Life Insurance

The County will provide information concerning any available additional life insurance through IMRF and at the request of the Deputy Clerk shall make such necessary deductions from the Deputy Clerk's paycheck.

Section 4. Health Care Continuation Coverage for Retirees, Medicare Eligible Retirees, and Disabled Deputy Clerks

(A) Retirees

The county shall pay 10% of the cost of continued medical insurance benefits under the same terms and coverage for the non-Medicare eligible retired Deputy Clerk as the Deputy Clerk received for the 12 months preceding retirement.

Deputy Clerks retiring under regular IMRF must be at least 55 years of age with at least eight (8) years of service. Sheriffs Law Enforcement Personnel (SLEP) members who retire (at any age) must have at least 20 years of SLEP credit.

In order to be eligible for the 10% premium reduction, a Deputy Clerk must have been employed by the County for 15 or more consecutive years.

Retired Deputy Clerks who wish to take advantage of this medical insurance must pay 90% of the premium for either single or dependent coverage. The premium is due on the 1st of each month and must be submitted to Human Resource in order for coverage to be maintained.

(B) Medicare Eligible Retirees, Disabled Deputy Clerks and Surviving Spouses

Kane County offers a reduced benefit PPO health care plan to Medicare eligible retirees, disabled Deputy Clerks and surviving spouses. The PPO plan includes a separate deductible of \$500.00 for outpatient drugs to be paid at 80% (coinsurance does not go towards the outpatient prescription maximum). The full amount of the premium that must be paid is established by the County Board each year.

ARTICLE 24
VACANCIES

Section 1. Determination of Vacancies

The Employer shall solely determine when a vacancy exists and whether or not to fill the vacancy. Vacancies do not include job classifications which are upgraded and the incumbent is capable of performing the work of the upgraded classification.

Section 2. Posting

Whenever a job vacancy occurs, other than a temporary vacancy as defined below, in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be posted on all

bulletin boards for seven (7) working days. This posting shall include job title, work hours, pay rate, and area or Department within the Clerk's Office.

Temporary vacancies are defined as job vacancies that may periodically develop in any job classification, such as an extended illness or leave of absence that does not exceed ninety (90) consecutive days plus an additional ninety (90) consecutive days extension based upon an incumbent Deputy Clerk returning from a leave of absence. Job openings that remain open more than one hundred and eighty (180) consecutive days shall not be considered temporary job openings.

During this period, Deputy Clerks who wish to apply for the vacant job, including Deputy Clerks on layoff, may do so by contacting the County Clerk.

Furthermore, job posting will be used to encourage the principle of promoting from within.

Section 3. Selection

The Employer will consider applicants from within the County Clerk's office before selecting an outside applicant. However, in making the selection, the Employer shall consider factors, which shall include experience, skill, ability, qualifications, and seniority.

**ARTICLE 25
SAFETY AND HEALTH**

Section 1. General Duty

The Employer and Union shall cooperate so that the Employer can continue its efforts to provide for a safe working environment, including tools and equipment, for its Deputy Clerks as is legally required by federal and state laws.

Section 2. Limitation

The parties agree that grievances alleging violation of Section I of this Article may be initiated at Step III of the Grievance Procedure of this Agreement and will be subject to the Grievance Arbitration procedure.

Section 3. Security

Deputy Clerks shall be provided with adequate security measures in the Clerk's Office. Such measures may include alarms, security cameras, partitions to keep out the public in the Clerk's Office, and other appropriate measures as concerns the safety and health of Deputy Clerks.

ARTICLE 26
HOURS OF WORK

Section 1. Hours/Overtime

- (A) Effective upon the signing of this Agreement, the standard workweek shall be thirty-five (35) hours beginning on Monday and ending on Friday. In the event Kane County Departments and Offices begin working more than thirty-five (35) hours in a workweek, for the purpose of consistency in the County, the County Clerk will also increase the hours in the workweek. The Employer shall notify the Union and upon request negotiate with the Union concerning the extended work hours applying to the County Clerk's Office Deputy Clerks. Time worked shall be defined according to the Fair Labor Standards Act.
- (B) Overtime - Overtime is defined as all pre-authorized work in excess of thirty-five (35) hours per workweek. Overtime in excess of forty (40) hours per workweek shall be paid at the rate of one and one-half (1-1/2) times a Deputy Clerk's base rate of pay. Provided however, a Deputy Clerk shall be paid double time (2) at Deputy Clerks base rate of pay for actual hours of work performed on Sunday provided the Deputy Clerk has worked in excess of forty (40) hours. Time spent on sick leave, holidays, vacations, or authorized leave shall not be considered hours worked in computing overtime. Deputy Clerks must receive permission from their immediate Department Director and/or Chief Deputy prior to working any overtime.
- (C) Mandatory Training or Meetings – Deputy Clerks attending authorized mandatory training or meetings shall be paid in accordance with the provisions of Sections 1A and 1B, above.
- (D) No Pyramiding - Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

Section 2. General Provisions for All Deputy Clerks

- (A) The Workday and the Workweek – The normal workday shall consist of seven (7) hours. In addition, up to four (4) Deputy Clerks from the Vital Records Department are required to work on Wednesdays until 8:00 PM. This shall be accomplished by utilizing a second shift which allows four (4) Deputy Clerks to work from 12:00 PM to 8:00 PM. The Department Director(s) shall schedule the Deputy Clerks on a rotating basis. The Employer shall solely determine the number of hours part-time Deputy Clerks shall work. Decisions of the Employer regarding this scheduling shall not be subject to the grievance procedure.
- (B) Meal Periods and Rest Periods: Work schedules shall provide for the workday to be broken at approximately mid-point by an uninterrupted, unpaid meal period of one (1) hour. Provided however, when the

Employer determines that operational needs of the office so dictate, the unpaid meal period may be reduced to one-half (1/2) hour and the Deputy Clerk will be required to work and be paid for the additional one-half (1/2) hour. Deputy Clerks will also be permitted two (2) paid fifteen (15) minute rest periods, subject to the operational needs of the Office. Deputy Clerks shall have the right to leave the work site during such periods. When the operational needs of the Office prohibit a Deputy Clerk from taking her scheduled rest or meal period at the regular time, the Deputy Clerk, with her Department Director's approval, should arrange to make up the missed time later that same day. The Deputy Clerk's request shall not be unreasonably denied, however, in no case shall a missed rest period be added to a meal period. Similarly, a Deputy Clerk shall not skip a meal period or rest period in order to shorten the workday.

Deputy Clerks working Wednesdays from 12:00 P.M. to 8:00 P.M. must begin their meal period no later 3:30 P.M. Deputy Clerks shall not be required to work through their meal periods. Those Deputy Clerks working Wednesdays nights shall complete their rest periods by 6:00 P.M.

Section 3. Overtime Procedure

Overtime shall be distributed as equally as possible among the Deputy Clerks who normally perform the work in the Department in which the overtime is needed. If enough personnel cannot be secured to fill the overtime needed, then qualified Deputy Clerks assigned to other Departments may be offered the available overtime. If a sufficient number of volunteers to work overtime is not obtained, overtime becomes required overtime and is left to the discretion of the Employer. Whenever possible, the Employer shall notify the Deputy Clerk at least twenty-four (24) hours in advance of required overtime.

The Union shall be furnished by the County Clerk, overtime records in the event of a bona fide dispute regarding the provisions of this Article, or upon the specific request of the Union, showing the number of overtime hours worked by each Deputy Clerk.

Section 4. Compensatory Time

All authorized work performed in excess of thirty-five (35) hours per week shall be paid according to Section 1B of this Article. Deputy Clerks shall decide if they will be compensated by pay or compensatory time. Authorized work in excess of forty (40) hours in a workweek shall be compensated at one and one-half (1-1/2) times the amount of the work performed by the Deputy Clerk. Deputy Clerks shall be allowed to accrue up to thirty-five (35) hours of compensatory time and shall be allowed to schedule such time off in fifteen (15) minute increments when the operational needs of the Office permits.

Section 5. Call-In Pay

An Deputy Clerk called in to work outside of her regular schedule or on her scheduled day(s) off shall be paid a minimum of two (2) hours pay at their regular rate of pay up to forty (40) hours and at one and one-half (1-1/2) times their regular rate of pay thereafter. Work schedules will not be changed because of call-in time in order to avoid overtime pay.

Section 6. Election Day

All Deputy Clerks in the Election Department shall begin work on "Election Day" at 5:00 A.M. and are required to work until dismissed by the Employer.

Section 7. Time Recording Device

All Deputy Clerks must use the time recording device at the beginning and end of the workday and before leaving and upon returning from the lunch period. Deputy Clerks shall not punch in or out for another Deputy Clerk. Deputy Clerks who violate the provisions of this Section will be subject to the discipline procedure as defined in Article XI.

Section 8. No Guarantee

Nothing in this Article shall be construed as a guarantee of hours of work.

Section 9. Scheduling Practices

Where a permanent change in the normal work schedule affecting bargaining unit Deputy Clerks is sought by the Employer, except in emergencies, the Employer shall notify the Union concerning such changes within forty five (45) calendar days prior to the effective date of the changes and shall provide an opportunity to negotiate said changes with the Union. In addition, the Employer shall notify the affected Deputy Clerks thirty (30) calendar days prior to the change.

Section 10. Alternative Schedules

Alternative schedules and flex-time may be utilized if agreed to by the Employer and the Deputy Clerk(s) involved. Provided however, denial of any request for such alternative schedule(s) shall not be subject to the Grievance Procedure of this Agreement.

ARTICLE 27
SUBCONTRACTING

Section 1. General Policy

It is the general policy of the Employer to continue to utilize Deputy Clerks to perform work for which they are qualified to perform. The Employer reserves the right to contract out any work that it deems necessary in the interest of economy, improved work product or emergency.

Section 2. Notice and Discussions

Absent an emergency situation, prior to the Employer changing its policy involving the overall subcontracting of work in a bargaining unit area, when such change amounts to a significant deviation from past practice resulting in loss of work of bargaining unit Deputy Clerks, the Employer shall notify the Union at least 30 days in advance and offer the Union an opportunity to discuss and participate in considerations over the desirability of such subcontracting of work, including means by which to minimize the impact of such on Deputy Clerks.

Prior to subcontracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of Deputy Clerks subject to layoff. The Employer will request that the sub-contractor hire laid off Deputy Clerks.

ARTICLE 28
MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Employer exclusively retains traditional and inherent rights to manage all affairs of the Employer's Office, as well as those rights set forth in the Illinois Public Labor Relations Act. Such management rights shall include but are not limited to the following:

- (A) To plan, direct, control and determine all operations and services of the Employer's Office;
- (B) To supervise and direct Deputy Clerks;
- (C) To establish the qualifications for employment and to decide which applicants will be employed;
- (D) To establish and amend reasonable work rules, policies, regulations, work schedules and to assign work as the Employer deems necessary. Such work rules and schedules shall be posted in a place and manner as mutually agreeable to the Employer and the Union;
- (E) To hire, promote, demote, transfer, schedule and assign Deputy Clerks to positions and to create, combine, modify and eliminate positions within the Employer's Office;

- (F) To suspend, discharge and take such other disciplinary action against Deputy Clerks for just cause (probationary Deputy Clerks without cause);
- (G) To establish reasonable work and productivity standards and, from time to time, amend such standards;
- (H) To layoff Deputy Clerks;
- (I) To maintain efficiency of the Employer's Office operations and services;
- (J) To determine methods, means, organization and number of personnel by which such operations and services shall be provided;
- (K) To take whatever action is necessary to comply with all applicable state and federal laws;
- (L) To create, change or eliminate methods, equipment and facilities for the improvement of operations;
- (M) To 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;
- (N) To contract out for goods and/or services;
- (O) To take whatever action is necessary to carry out the functions of the Employer's Office in emergency situations.

The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 29

COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which preceded 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. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as otherwise provided in this Agreement, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to:

- (A) Any subject matter or matter specifically referred to or covered in this Agreement; and

- (B) Subjects or matters that arose as a result of the parties proposals during bargaining but which were not agreed to.

The Employer agrees that if during the term of this Agreement, the County of Kane provides for increased fringe benefits greater than those provided herein (fringe benefits are defined as health, dental, vision, life insurance, and tuition/training reimbursement) the Employer shall notify the Union and upon request negotiate with the Union concerning the application of the fringe benefit to the bargaining units.

ARTICLE 30 **TERMINATION**

This Agreement shall be effective December 1, 2010 and shall continue in full force and effect until midnight November 30, 2013 and thereafter from year to year, unless not more than one hundred twenty (120) days, but not less than sixty (60) days prior to November 30, 2013 or any subsequent November 30 either party gives written notice to the other of its intention to amend or terminate this Agreement.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph. The Agreement shall remain in force during the term of re-negotiations unless terminated by above appropriate written notice.

IN WITNESS THEREOF, the parties hereto have set their hands this 9th day of May, 2011.

FOR THE EMPLOYER:

FOR THE UNION:


County Clerk

The American Federation of State, County,
and Municipal Deputy Clerks, AFL-CIO
Council 31, Local 3966


Board Chairman

Dated: 6-13-11

Dated: _____

APPENDIX A

(A) Deputy Clerks shall be paid at a rate in the appropriate salary grade for the position to which the Deputy Clerk is assigned, according to the schedule set out below:

i) Grade 5 \$21,879 to \$39,697 Annually

ii) Grade 6 \$23,868 to \$44,106 Annually

(B) Upon ratification or shortly thereafter, Deputy Clerks shall receive a onetime ratification payment of 1-1/2% based on present wage in a separate check.

Effective December 1, 2012 and December 1, 2013 the contract may be reopened for negotiations of wages and insurance only.