

County of Kane  
Office of County Board  
Kane County Government Center

Karen McConnaughay  
Chairman  
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**DOCUMENT VET SHEET**

for

Karen McConnaughay  
Chairman, Kane County Board

Name of Document: Collective Bargaining Agreement – Health Department

RESOLUTION #

12-322 (Resolution must be attached!)

Submitted By:

Date Submitted:

Examined By:

*Carl Tomberg*

(Print Name)

*Carl Tomberg*

(Signature)

10/25/12

(Date)

Post on Web:

Yes  No  Attorney Initials \_\_\_\_\_

Comments:

10/25/12 needed to speak w atty Carl. Vet sheets missing. Carl to re-do? on 10/25/12. no resolution attached. COB needed to insert. Did not go thru normal processing channels.

Chairman Signed:

Yes  No  Date: OCTOBER 25, 2012

Document Returned To:

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 12 - 322

**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE COUNTY OF KANE AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 31, LOCAL 3966, FOR THE KANE COUNTY HEALTH DEPARTMENT**

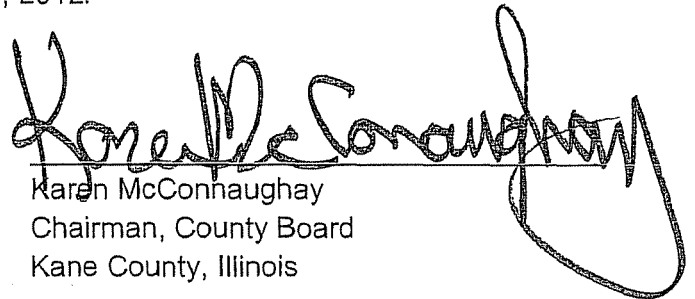
WHEREAS, the American Federation of State, County and Municipal Employees, Council 31, Local 3966, is the exclusive representative of the Kane County Health Department employees within the meaning of the Illinois Public Labor Relations Act and having been certified as such by the Illinois State Labor Relations Board; and

WHEREAS, the staff representative for the American Federation of State, County and Municipal Employees, Council 31, Local 3966, has been represented to the County of Kane negotiators that the employees of the Kane County Health Department have ratified the tentative agreement.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized and directed to enter into a Collective Bargaining Agreement on behalf of the County of Kane, a copy of said Collective Bargaining Agreement shall be kept on file at the Office of the County Clerk, the County Auditor, and the County Board Office. The agreement shall have an effective date of December 1, 2010 and shall terminate on November 30, 2013.

Passed by the Kane County Board on October 25, 2012.

\_\_\_\_\_  
John A. Cunningham  
Clerk, County Board  
Kane County, Illinois

  
\_\_\_\_\_  
Karen McConnaughay  
Chairman, County Board  
Kane County, Illinois

Vote:  
Yes \_\_\_\_\_  
No \_\_\_\_\_  
Voice \_\_\_\_\_  
Abstentions \_\_\_\_\_  
10CBA-AFSCME-Health

**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.

Included: Full time/ Part Time employees in the classification of Community Health Specialist I – Clinical Assistant, Community Health Specialist I – Support Associate, Community Health Specialist II – Public Health Nurse, Community Health Specialist II – Surveillance Specialist, Community Health Specialist II – Community Health Practitioner, Community Health Specialist II – Environmental Health Practitioner, Community Health Specialist III – Health Planner, Community Health Specialist III – Epidemiologist Communicable Diseases, Community Health Specialist III – Epidemiologist Generalist, Community Health Specialist III – Data and Quality Coordinator, Community Health Specialist III – Emergency Response Coordinator, Community Health Specialist III – Communications Coordinator, Community Health Specialist III – Health Initiative Coordinator employed by the County of Kane.

Excluded: Executive Director, Assistant Director for Administration, Assistant Director for Community Health Resources, Assistant Director for Communicable Disease, Assistant Director for Public Health Nursing, Assistant Director for Environmental Health, Assistant Director for Community Health, Clinical Supervisor, Environmental Supervisor and Support Associate as defined in the IPLRA and all other persons excluded from coverage under the Act such recognition is pursuant to S-RC-97-85.

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 determination of the proposed salary grade the Employer establishes under this paragraph, then the Union shall within ten (10) days 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. If the Union still disagrees with the decision of the Employer, they may submit the matter to Step IV of the Grievance Procedure with ten (10) days from the receipt of the Employer's 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 employee. Such work by said personnel shall not cause any layoffs of the bargaining unit employees. 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 determines to abolish, merge or change existing classifications the Employer shall negotiate with the Union over the impact of such. Such negotiations 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.

### **SECTION 5. JOB AUDIT**

An employee who believes that she is performing work outside her job description shall be granted a job audit on the work being performed. A written request for a job audit or reclassification will be submitted through the Union and a written decision returned by the Program Manager within sixty (60) days. For a job audit, the employee will present for examination by the Program Manager, the following documents: the employee's current job description, grant or code requirements regarding performance standards (if pertinent), historical statistical tracking (if available), written documentation from the employee that shows how the employee spent her time for the thirty (30) work days: immediately preceding the job audit request. If the employee does not have this information, they can request it from

the Program manager who will provide it if it is available. If the job audit creates a reclassification for that employee, the affected employee will receive any retroactive increase in pay that was created by the reclassification.

**ARTICLE 6**  
**NO STRIKE OR LOCKOUT**

The Union agrees that there will be no participation or support in any sympathy strike, work stoppage, slow down or other interruption of the Employer's business by the Union or its members during the term of this Agreement. The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that, in the event any such acts (or inaction) takes place and/or are engaged in by any employee or group or group of employees. The Union further agrees it will use its best efforts to cause an immediate cessation thereof within twenty four (24) hours. The Employer agrees that there shall be no lockout during the term of this Agreement.

Both parties shall be entitled to all remedies available at law based on any violation of this Article.

**ARTICLE 7**  
**SENIORITY**

**SECTION 1. DEFINITION**

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

- a) County-wide Seniority means an employee's uninterrupted employment with the County since his/her last date of hire as listed in Appendix B.
- b) Classification Seniority means the length of uninterrupted employment as an employee has in his/her current classification.
- c) Departmental Seniority means the length of uninterrupted employment an employee has in the Health Department.
- d) Bargaining Unit Seniority means the length of uninterrupted employment in a bargaining unit position in the Health Department.

A probationary employee shall have no seniority except as otherwise provided in this Agreement, until he/she has completed his/her probationary period. Upon completion of his/her probationary period he/she will acquire seniority from his/her date of hire.

(Part-time employees shall receive seniority on a prorated basis.)

To break a tie between employees with the same seniority, the employees shall draw lots.

**SECTION 2. LOSS OF SENIORITY**

An employee shall lose his/her applicable seniority in accordance with Section 1 and no longer be an employee if:

- a) He/she resigns or quits by giving an official letter of resignation.
- b) He/she is discharged for just cause unless reversed through the Grievance or Arbitration Procedure.
- c) He/she retires.
- d) He/she does not return to work from layoff or authorized leave of absence within ten (10) calendar days after being notified by certified mail to return.
- e) He/she has been on layoff for a period of time equal to his/her county wide seniority at the time of his/her layoff or eighteen months, whichever is greater. Union withdraws to current contract language
- f) He/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 employees covered by this Agreement. Such lists shall resolve all the questions of seniority affecting employees 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 starting at Step 3: The initial list is attached hereto as Appendix B and made a part hereof.

**SECTION 4. SENIORITY WHILE ON LEAVE**

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

**ARTICLE 8**  
**LAYOFF AND RECALL**

**SECTION 1. PROCEDURE FOR LAYOFF**

- a) When employees are removed from any classification within a division for the purpose of reducing the work force of any classification within a division, the employee with the least bargaining unit seniority in the affected classification within the division shall be removed first.
  
- b) A removed employee shall bump, conditioned upon being qualified to perform the work available as determined by the Employer, in the following order:
  - 1. To a vacancy, if any, in the same classification, in the same pay grade.
  
  - 2. To replace an employee with less seniority, if any, in same classification in the same pay grade.
  
  - 3. To a vacancy, if any, in another classification, in the same pay grade.
  
  - 4. To replace an employee with less seniority, if any, in another classification in the same pay grade.
  
  - 5. To a vacancy, if any, in any classification assigned to the next lower pay grade.
  
  - 6. To replace an employee with less seniority, if any, in a classification assigned to the next lower pay grade.

A salary reduction may or may not accompany the employee's transfer depending upon the salary the employee makes and the salary the position carries.

- a) A removed employee shall have the procedures applied as set forth in subsection (B) above, until the employee is transferred or laid off.
  
- b) In applying the procedures set forth in (B) and (C) above, a removed full-time employee shall be transferred to another full-time position for which there is a vacancy and for which that employee is qualified. A removed part-time employee may be transferred to either a full-time or part-time position for which there is a vacancy and for which that employee is qualified
  
- c) If more than one vacancy exists, or if there is more than one probationary

employee at the time of removal, the Employer shall have the discretion to transfer the removed employee to the position the Employer deems appropriate:

- d) Layoff of probationary employees shall be by date of hire (i.e., start date).
- e) If the employee 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.
- f) If the removed employee is transferred to a position pursuant to this Section and the employee refuses to accept that position, provided the position the employee is being transferred to involves generally the same job duties and conditions of employment, or if the employee is unable to assume the responsibilities of the position due to circumstances beyond the control of the employee, the employee shall be placed at the bottom of the recall list.

## **SECTION 2. PROCEDURE FOR RECALL**

An employee with seniority who has been laid off or transferred 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 eighteen months after an employee has been laid off.

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

If an employee returns to work within thirty (30) calendar days of a layoff, the employee will be reinstated with no break in service and with all previous seniority rights. For benefit purposes, an employee's length of service will be reduced by the length of time the employee was laid off.

Probationary employees 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 employee to be laid off will be notified thirty (30) calendar days prior to the



effective date.

**SECTION 4. BENEFITS**

Benefits at layoff are those applicable to terminations. Health insurance coverage will be continued for up to six months as long as the employee portion of the monthly premium is paid by the 15th of the month. After six months, COBRA coverage applies.

**ARTICLE 10  
DISCIPLINE AND DISCHARGE**

**SECTION 1. DISCIPLINE AND DISCHARGE**

The parties recognize the principles of progressive and corrective discipline. Disciplinary action or measures should include the following:  
Oral reprimand (notice to be given in writing)  
2 written reprimands (notice to be given in writing)  
Suspension (notice to be given in writing)  
Discharge (notice to be given in writing)  
Disciplinary action may be imposed upon an employee only for just cause.

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Employees must sign for receipt of oral and written reprimands but such signature does not indicate that employees are in agreement with the discipline.

**SECTION 2. LIMITATION**

The Employer's agreement to recognize the principles of progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense. For oral and written reprimands, the Employer shall provide the Union 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 employee and the Union steward and shall reflect the specific nature of the offense.

**SECTION 3. PRE-DISCIPLINARY MEETING**

For discipline other than oral and written reprimands, prior to imposing the contemplated discipline on the employee, the Employer shall meet with the employee involved and inform the employee of the contemplated discipline and the reason thereof. The Union will be notified

by the Employer that it wishes to hold a pre-disciplinary meeting. The employee shall be informed of her contract rights to union representation and it shall be provided, if requested by the employee. The employee 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 employee does not request Union representative, a Union representative shall nevertheless be entitled to be present as a non-active participant to 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 an employee has committed a serious or flagrant offense or one which could have detrimental impact on the morale of the office or to the integrity of its operations, at Employer's discretion, an employee may be placed on administrative leave and will notify the Union in writing within two (2) business days. If the employee desires to contest being placed on administrative leave, she or a Union representative shall give written notice thereof to the Employer within (7) business days of the commencement of the leave. In such event, the dispute shall be submitted and processed under the grievance procedure set forth in Article 10 of the Agreement commencing at Step 3.

#### **SECTION 4. INVESTIGATIVE INTERVIEWS**

Where the Employer desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Employer agrees to first inform the employee that the employee has the right to Union representation at such interview. If the employee 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 employee, clarifying the facts and suggesting other employees who may have knowledge of the facts. If the employee 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 a Union representative is available within 24 hours notice from Employer to the Union.

#### **SECTION 5. REMOVAL OF DISCIPLINE**

Records of discipline other than suspensions shall be removed from the employee's personnel file, if one year passes from the date of the offense without the employee receiving discipline for the same offense. However, if the employee finds an error in their file, then the Employer has ten (10) days to rectify the situation and send the original to the employee.

### **ARTICLE 14** **HOLIDAYS**

**SECTION 1.**

Employees shall receive holidays approved annually by the County which currently are those listed in Appendix C attached hereto.

**SECTION 2.**

Regular full-time employees shall receive a full day's pay. However, when an employee takes an unscheduled/unexcused day off for any reason before or after a holiday, the employee will not be paid for the holiday, except if the employee provides a doctor's note. If an employee comes to work either the day before or day after a holiday and it is apparent to the Employer that the employee needs to leave work due to illness, the employee will not have to provide a doctor's note.

**SECTION 3.**

Regular part-time employees shall receive pay proportional to be average number of hours normally worked for the scheduled holiday (i.e., normally work four (4) hours a day, shall receive four (4) hours pay).

**SECTION 4.**

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

**SECTION 5.**

Normally, employees shall not be scheduled or called in to work on holidays. In the event they are scheduled or called in to work on a holiday, employees shall be paid at their regular rate of pay and receive an alternate paid day off to be taken at a later date, subject to the approval of the Employer based upon the operational needs of the department.

**SECTION 6.**

Employees will be limited to two (2) extended holiday weekends in a calendar year. An extended holiday weekend will result when the employee requests either the day(s) before or the day(s) after a holiday and those days encompass a weekend as described in the examples below. Additional requests for holiday weekends will be permitted if operational needs allow. Subject to the operational needs of the program, the request will be granted on a first-come, first granted basis.

Example #1: the holiday falls on Friday and the employee requests the following

Monday off;

Example #2: the holiday falls on Monday and the employee requests the preceding Friday off;

Example #3: the holiday falls on Thursday and the employee requests the following Friday off;

Example #4: the holiday falls on Tuesday and the employee requests the preceding Monday off;

Example #5: the holiday falls on Wednesday and the employee requests the preceding Monday and Tuesday off;

Example #6: the holiday falls on Wednesday and the employee requests the following Thursday and Friday off.

**ARTICLE 15**  
**VACATIONS**

**SECTION 1. ACCRUAL**

Vacation time is calculated from the first of the month in which the last date of hire occurred. All employees shall earn vacation time in accordance with the schedule below. Part-time employees shall receive vacation time proportionate to the average number of hours worked. Employees shall accumulate vacation based on countywide seniority. During the first year of employment only, an employee may borrow up to five (5) days of vacation. If an employee elects to borrow up to five (5) days of vacation during the first year of employment, only five (5) days of vacation remain to be taken during the employee's second year of employment.

- a) at completion of 1 year -- 10 days
- b) at completion of 5 years -- 15 days
- c) at completion of 15 years -- 20 days

**SECTION 2. USE**

Vacation time may be taken in increments of not less than one-half (1/2) hour at a time and any time after it is earned. Vacation must be taken prior to the employee's anniversary date or it will be forfeited unless carryover is specifically approved by the Executive Director. The allowance of carryover will be subject to the operational needs of the Health Department, and the time must be taken within 60 (sixty) days of carryover. The Employer shall not unreasonably deny use of vacation. If an employee is not able to utilize their vacation prior to it being forfeited due to Employer's denial, vacation leave shall be extended for sixty (60) days provided the employee has requested the Employer's approval at least one (1) week prior to expiration.

**SECTION 3. VACATION SCHEDULING CONFLICTS**

From October 15 to November 15 inclusive, of each fiscal year, employees may submit in writing to the Employer their vacation preferences for the following calendar year. Employees who file their vacation requests by November 15 shall receive responses by the last day of November. Vacations will be granted by departmental seniority.

Vacation requests made after November 15 shall be granted on a first come, first serve basis; multiple requests made on the same day shall be determined by departmental seniority. The Employer shall respond to requests within 10 business days.

Vacations will be scheduled with prime consideration given to the efficient operation of the

division and the department. While employee requests will be honored whenever possible, final approval must be given by the Executive Director to provide continuity of operations.

**SECTION 4. SEPARATION PAY**

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

**SECTION 5. HOLIDAYS**

When a scheduled 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 employee's normal workday.

**SECTION 7. VACATION CHECKS**

Employees who will be on vacation on a payday may have their paycheck deposited by mail in their checking or savings account. 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) work days before the payday.

**ARTICLE 17**  
**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.

**SECTION 2. NOTIFICATION OF LEAVE BALANCE**

For each pay period, employees shall be given a statement of all leave balances.

**SECTION 3. EVALUATIONS**

The Union and the Employer encourage periodic evaluation conferences between the employee and his/her supervisor. The written evaluation done once a year on the anniversary of the employee's hire date by the employee's supervisor shall be discussed with the employee and the employee shall be given a copy immediately after completion. The employee shall sign the evaluation as recognition of having read it but such signature shall not constitute agreement with the evaluation. The employee's immediate supervisor and the Division Director shall sign the evaluation.

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

#### **SECTION 4. COPIES OF THE AGREEMENT**

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

#### **SECTION 5. MEETING PLACE**

All meetings or hearing 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 Health Department Offices except as permitted by Article 20, Section 2.

#### **SECTION 6. JOB DESCRIPTIONS**

Within ninety (90) days of the execution of this Agreement, employees shall have a copy of his/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.

Any time an employee has concerns about meeting deadlines with current and/or added job responsibilities, she may request a meeting with her Program manager to examine work schedule, work load and time management skills.

#### **SECTION 7. UNION COMMUNICATION**

The Union shall communicate in writing to the Employer any changes in their executive committee and stewards within five (5) business days after such changes occur.

**SECTION 8. EMPLOYEES INVOLVEMENT COMMITTEE**

The employees involvement committee will seek to improve the quality of service provided to the public and/or quality of work life for employees. Employees will form a committee with representatives from each of the programs and divisions, up to a maximum of ten (10) employees. A chair, co-chair, and recorder will be selected by the committee. The employees will participate on the committee without loss of pay. Meetings will be held on a monthly basis for no more than 1½ hours.

The recorder will take minutes of the meetings and give a copy to the Executive Director and Union representative. The committee will not take action on matters pertaining to wages, hours or working conditions of employment.

If employees reach a consensus on any issue they want to discuss with management, they will forward the issues to their Union representative to be discussed at the next Labor/Management Committee meeting.

**SECTION 9. HOLIDAY DRESS CODE**

The Employer agrees to relax its dress code standards on the day preceding a County designated holiday.

**ARTICLE 18**  
**LEAVES OF ABSENCE**

**LEAVES OF ABSENCE**

POLICY - Leaves of absence may be granted to maintain continuity of service and to protect the employer-employee relationship in instances where circumstances require an employee's absence. Leaves are granted on each individual case and at the discretion of the department head. Leaves of absence are without pay.

A leave of absence will not be granted for the purpose of trying another job. When a department head requests a leave of absence, the appropriate County Board committee will review the request. Failure to return at the end of an approved leave may result in termination.

An employee that has been granted a leave of absence is NOT permitted to engage in employment outside of their position with Kane County. The County Board or elected official may grant an exception for employees who are providing humanitarian relief because of a local or national emergency or catastrophic event.

**TYPES OF LEAVES OF ABSENCE**

(A) Family and Medical Leave - Eligible employees may be granted up to 12 work weeks for a family or medical leave for one or more of the following reasons:



(1) Birth Leave - for birth of a child of an employee and to provide care for the child following birth.

(2) Placement Leave - for placement of a child with an employee for adoption or foster care.

(3) Personal Illness - for a serious health condition when an employee is unable to perform their job.

(4) Family Illness - for an employee to care for their son, daughter, spouse or parent who has a serious health condition.

(5) Because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is a covered military member on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

(6) To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the service member.

ELIGIBILITY - Employees may be eligible for a leave of absence if they have worked for at least 12 months and for at least 1,250 hours during the year preceding the start of the leave of absence.

#### EXPIRATION OF ENTITLEMENT

Subject to the policy statement above, an employee taking leave due to the birth or placement of a child, the personal illness of the employee, a family illness or a qualifying exigency, may be eligible for up to 12 work weeks of leave a year that is based on a rolling 12-month period measured backward from the first date leave is used. In other words, each time an employee takes a leave, the remaining leave for which the employee may be eligible would be any balance of the 12 work weeks that has not been used during the immediately preceding 12 months. (For example: if an employee has taken 8 weeks of leave during the past 12 months, an additional 4 weeks of leave could be taken. If an employee used 4 weeks beginning February 1, 2008, 4 weeks beginning June 1, 2008 and 4 weeks beginning December 1, 2008, the employee would not be entitled to any additional leave until February 1, 2009. However, on February 1, 2009, the employee would be entitled to 4 weeks of leave; on June 1 the employee would be entitled to 4 additional weeks, etc.).

Service member Family Leave - An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member shall be entitled to a total of 26 work weeks of leave during a single 12-month period to care for the service member.

Combined Leave Total - During the single 12-month period described in the preceding paragraph, an eligible employee and spouse who both work for the County shall be entitled to a combined total of 26 work weeks of leave for the birth or placement of a child, for the personal illness of the employee, for a family illness or to care for the covered service member.

Leave Taken Intermittently or on a Reduced Schedule - Leave for the birth or placement of a child may not be taken by an employee intermittently or on a reduced leave schedule unless the employee and the department head agree. Leave in order to care for a spouse, son, daughter

or parent with a serious health condition or because of an employee's serious health condition or to care for a covered service member may be taken intermittently or on a reduced leave schedule when medically necessary.

#### Foreseeable Leave

- for the birth or placement of a child - When the necessity for leave is foreseeable based on an expected birth or placement, the employee shall provide the department head with not less than 30 days notice, before the date the leave is to begin, of the employee's intention to take leave, except that if the date of the birth or placement requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.
- in order to care for a spouse, son, daughter or parent with a serious health condition or because of an employee's serious health condition or to care for a covered service member - When the necessity for leave is foreseeable based on planned medical treatment, the employee:
  - (a) shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the department, subject to the approval of the health care provider of the employee, son, daughter, spouse or parent, as appropriate and
  - (b) shall provide the department head with not less than 30 days notice, before the date the leave is to begin, of the employee's intent to take leave, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.
- in any case in which the necessity for leave due to active duty of the family member is foreseeable, the employee shall provide such notice to the department head as is reasonable and practicable.

A request for a leave of absence shall be supported by a complete and sufficient medical certification issued by the health care provider of the eligible employee, or of the son, daughter, spouse or parent of the employee, or of the next of kin of an individual in the case of service member family leave. The County via a human resources professional or a management official, may contact the health care provider for purposes of clarification and authentication of the medical certification after the employee has been given an opportunity to cure any deficiencies in the certification. Under no circumstances may the employee's direct supervisor contact the employee's health care provider.

In any case in which the department head has reason to doubt the validity of the certification provided, the department head may require, at the County's expense, that the employee obtain the opinion of a second health care provider designated or approved by the County; however the selected health care provider may not be employed on a regular basis by the County. Pending receipt of the second medical opinion, the employee is provisionally entitled to the benefits of leave. If the certifications do not ultimately establish the employee's entitlement to FMLA leave, the leave shall not be designated as FMLA leave and may be treated as paid or unpaid leave under the County's established leave policies.

The first time an employee requests leave because of a qualifying exigency arising out of the active duty or call to active duty status of a covered military member, a department head may require the employee to provide a copy of the covered military member's active duty orders or other documentation issued by the military that indicates that the covered military member is on active duty or call to active duty status in support of a contingency operations, and the dates of the covered military member's active duty service. This information need only be provided once, unless a different active duty or call to active duty status occurs.

Upon return to work from a family or medical leave, the employee is entitled to be restored to their original or equivalent position which involves the same or substantially similar duties and responsibilities with equivalent pay, benefits or other terms and conditions of employment. An employee is entitled to such reinstatement even if the employee has been replaced or his or her position has been restructured to accommodate the employee's absence.

As a condition of restoring an employee whose leave was occasioned by the employee's own serious health condition that made the employee unable to perform the employee's job, the County may require the employee to obtain and present certification from the employee's health care provider that the employee is able to resume work. An employee has the same obligation to participate and cooperate in the fitness for duty certification process as in the initial certification process.

The County may seek fitness-for-duty certification only with regard to the particular health condition that caused the employee's need for medical leave. The County may require that the certification specifically address the employee's ability to perform the essential functions of the employee's job as long as the department head provides the employee with a list of the essential functions of the employee's job at the same time that the department head provides notice to the employee that the leave is designated as FMLA-qualifying. The department head may contact the employee's health care provider for purposes of clarifying and authenticating the fitness-for-duty certification. The department head may not delay the employee's return to work while contact with the health care provider is being made, unless the department head has failed to give notice to the employee that a fitness for duty certification to return to work that addresses the employee's ability to perform the essential functions of the employee's job is required. In circumstances where a fitness-for-duty certification is required, the supervisor shall present the certification to the Human Resources Director before the employee shall be allowed to return to work.

If State or local law or the terms of a collective bargaining agreement govern an employee's return to work, those provisions shall be applied.

(B) **Military Leave** - Any full time employee, who is a member of any reserve component of the U.S. Armed Forces or Illinois State Militia (National Guard) shall be granted leave from his or her County employment for any period actively spent in military service, including: basic training; annual training, or special or advance training. During leaves for annual training (typically 14-15 days, but can be longer), the employee shall continue to receive his or her regular compensation as a County employee. During leaves for basic training and up to 60 days of special or advanced

training, if the employee's compensation for military activities is less than his or her compensation as a County employee, he or she shall receive his or her regular compensation as a County employee minus the amount of his or her base pay for military activities.

However, when the Armed Forces of the United States of America are engaged in or involved in active hostilities, eligible employees who are called to service during said hostilities shall receive the difference, if any, between the salary they would have received from Kane County and the salary they receive from the United States for a term of up to five (5) years unless the above period is extended by law in which case the employee shall continue to receive the benefits as stated.

Military leaves will be granted to all eligible full-time and part-time employees when they are called to leave their positions to enter military service. Seniority will be restored as required by state or federal law. The employee will be restored to his or her same or similar position by making application within 90 calendar days after discharge or hospitalization continuing after discharge.

For all Military Leaves, employees should provide their supervisor with a copy of their written orders, including any subsequent changes within 30 days of the change or as soon as reasonably practical.

(C) Family Military Leave – Eligible employees will be granted 30 days of unpaid military leave during the time Federal or State deployment orders are in effect. Employees 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 employee has not exhausted all accrued vacation leave, personal leave, compensatory leave, and any other leave that may be granted to the employee, except sick leave and disability leave. The employee 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, employees should provide their supervisor with a copy of the written orders.

(D) Personal Leave - May be granted or denied at the discretion of the department head 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. The guidelines listed under the "Rules, Regulations and Procedures" section of this policy must be adhered to in all cases.

(E) Educational Leave - May be granted at the discretion of the department head without pay to eligible employees who wish to continue their education provided the course of study is beneficial to the department.

(F) Workers' Compensation Leave - All employees 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 employees should apply for IMRF

disability benefits if eligible (see Workers' Compensation).

(G) Administrative Leave – A standing committee of the Kane County Board or Kane County Chairperson may place an employee on administrative leave of absence pending a determination of the employee's employment status for a maximum of thirty (30) days. A leave of absence under this subsection shall be with pay and shall not be considered a discharge or suspension. A leave of absence under this subsection shall not affect the employee's fringe benefits.

(H) Victim's Economic Security and Safety Act (VESSA) Leave – An employee 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 work weeks 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 an employee 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 and Certification – The employee shall provide the employer with at least 48 hours' advance notice of the employee's intention to take a leave under VESSA, unless providing such notice is not practicable. The employer may require the employee to provide certification to the employer. When an unscheduled absence occurs, the employee shall provide notice as soon as possible, and shall provide certification to the employer in accordance with the provisions of VESSA.

(I) School Visitation Leave – Eligible employees 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 employee's children if the conference or classroom activities cannot be scheduled during non-work hours. An employee may not take more than four (4) hours of school visitation leave in one day, and the leave may not be taken if the employee has not exhausted all accrued vacation leave, personal leave or any other type of leave, except for sick or disability leave. The employee must provide their supervisor with at least 7 days advance notice. In emergency situations, no more than 24 hours notice is required. The employee must consult with their supervisor to schedule the leave so as not to unduly disrupt the operations of the employer.

## RULES, REGULATIONS AND PROCEDURES

A department head may require, or an employee may elect, that accrued sick days, accrued vacation and, if applicable, personal days and compensatory time be used during the leave of absence.

Extended Leave of Absence – Any leave over 12 work weeks in duration, except leave to care for a qualified service member, is considered an extended leave of absence. An employee needing to be off work for more than 12 consecutive work weeks must petition the department head for an extended leave, which may be granted at the department head's

discretion based upon the operational needs of the department. Employees in this extended period must contact their department head at least 30 calendar days prior to their expected return to work.

Healthcare Coverage During a Leave of Absence - Group hospitalization coverage will continue for up to six (6) months. The employee portion of the payment for this coverage must be received in the Human Resource office **no later than the 1st of each month** during the leave of absence. A limited continuation option is available to eligible employees after this period under COBRA, a limited extension of health insurance coverage.

Vacation, Sick Pay and Holiday Pay - Sick pay credit and vacation time will not continue to accrue after the last day paid on any authorized leave of absence. Employees will be paid for holidays which fall during the period they are receiving pay from the County. The use of any leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Effect of Leave on Satisfactory Performance Salary Increase Eligibility - Employees under Job Class have been assigned a date which establishes eligibility for a satisfactory performance increase. The employee's SPI eligibility dates will be extended one (1) month for each month or any portion of a month taken beyond three (3) months (90 calendar days) from the last day paid. The SPI eligibility date is always the first day of the month in which the return occurs. (Does not apply to military leave).

#### PROCEDURE

(1) A "Request for Leave of Absence" form should be completed by the employee defining the reason for the leave, its duration, and the amount of vacation, sick pay, and if applicable, compensatory time to be used during the leave (if any).

(2) This request should be submitted to the supervisor or department head, who after recommending approval or disapproval distributes the form according to the routing indicated.

### **SECTION 6. IMRF LEAVE OF ABSENCE AUTHORIZATION AND DISABILITY BENEFITS**

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

Employees participating under IMRF and on a leave of absence without pay or disability pay under IMRF (i.e. family illness, placement leave) will not be protected for death or disability benefits during the unpaid period. A Benefit Protection Leave of Absence Authorization should be filed with IMRF before the leave commences. Death and disability

benefits are reinstated immediately upon returning to work. Employees may establish service credits for retirement (not to exceed twelve months) for this leave by paying the employee contributions which would have been paid if actually working plus interest. The County Board must approve the acceptance of Employer paid IMRF obligations. Forms are available in Kane County Human Resource Department.

## **SECTION 7.           WORKER'S COMPENSATION**

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

- a) When an employee 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 Resource 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 insurance coordinator.
- b) All expenses involved with the treatment of the exposure or injury are covered by the Illinois Worker's Compensation Act. That Act provides payment of sixty-six and two-thirds of the employee's wages for lost time at work after a three-day waiting period. If the employee is off work for more than fourteen days because of a job related injury or exposure, then the employee will be compensated for the waiting period. In addition to this partial payment of wages pursuant to the Illinois Worker's Compensation Act (hereinafter referred to as "the Act"), employees 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 of the average weekly wage to employees for the first thirty days that the employee is totally disabled. This is a voluntary payment by the Employer and by accepting such payments employees shall recognize and will assist the Employer in enforcing its subrogation rights.

## **SECTION 8.           JURY DUTY**

Court leave shall be granted to employees 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 shall be granted for such purposes. All compensation received for court or jury shall be remitted by the employees to the County Auditor, to be returned to the County Treasurer from which the original payroll warrant was drawn. The County feels that by volunteering to appear as a witness, an employee may create the impression that the County favors one litigant to the detriment of the other. Therefore, to avoid any suspicion of favoritism, County employees are instructed not to appear as a witness unless properly subpoenaed.

**SECTION 9. FUNERAL PAY**

In the event of a death in an employee's immediate family, the employee will be allowed up to three days leave with pay for the time actually lost. Immediate family members (including step and adopted) are defined as including the employee'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 employee's current spouse's grandchildren. In the case of an employee's civil union partner that resides with the employee, immediate family includes his/her father, mother, brother, sister, children and grandchildren. These days will not be deducted from sick pay. Employees must notify their immediate supervisor of the death, relationship to the deceased and expected time of absence. Any additional time off beyond three days may be granted at the sole discretion of the Employer or her designee and will be deducted from the any accrued time the employee has available for use.

If the employee needs funeral leave for persons not referenced above, they must present a "Request for Time Off" form to the Employer. Permission may be granted on an individual basis at the discretion of the Employer.

**ARTICLE 19  
UNION RIGHTS**

**SECTION 1. UNION ACTIVITY DURING WORKING HOURS**

Employees 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 employee shall submit a request to the Employer for approval.

**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 the premises of the Employer, giving at least two hours notice upon their arrival to the Executive Director or her designee. Such visitations shall be for the reason of administration of this Agreement and shall not interfere with the operations of the Health Department. By mutual agreement with the Employer in emergency situations, 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**



Local union representatives shall be allowed up to four (4) days off with pay per year with the Executive Director's approval for legitimate Union business such as Union meetings, state or area wide Union committee meetings, trainings, state or international conventions, provided such representatives give at least 30 days notice, if possible, to the Division Director of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the Employer.

Such time off shall not be detrimental in any way to the employee's record. Additional time off may be permitted according to the terms of this agreement if the employee has any other accrued time available for use.

#### **SECTION 4. UNION BULLETIN BOARDS**

The Employer shall provide bulletin boards and/or space at the work location.

#### **SECTION 5. INFORMATION PROVIDED TO UNION**

The Employer shall notify the Union in writing of the following personnel transactions involving bargaining unit employees as they occur. New hires, promotions, layoffs, re-employment, transfers, leaves, returns from leave, suspension, discharge, and termination.

At the request of the Union, but no more than semi-annually, the Employer shall furnish the Union a current seniority roster.

#### **SECTION 6. UNION ORIENTATION**

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

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

#### **SECTION 7. DISTRIBUTION OF LITERATURE**

During employee's non-working hours, he/she shall be permitted to distribute Union literature to other non-working employees in non-work areas and in working areas during non-work hours.

**SECTION 8. UNION SPACE ON PREMISES**

The Employer will provide the Union space for a computer outlet, desk and filing cabinet in the Health Department's office locations.

**ARTICLE 20**  
**WAGES**

**SECTION 1. WAGE SCHEDULE**

Employees 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**

The frequency of pay periods has been set by the Kane County Board.

Employees 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 employee shall be 1/26<sup>th</sup> of the employee's annual salary. In a year in which 27 pay periods shall occur, the bi-weekly rate of pay for each employee shall be 1/27<sup>th</sup> of the annual salary. When a payday falls on Saturday, Sunday or a holiday, the paycheck is distributed the preceding workday.

**SECTION 3. STEP PROMOTIONS/DEMOTIONS**

- a) Union employees will receive a 2 STEP increase in salary for each promotion. When promotions are granted, the employee's current salary will be identified on the salary grid or closest to their salary on the promoted Grade. They will be offered a two step increase on the new Grade as the promotion salary.
- b) Union employees will receive a 2 STEP decrease in salary on the appropriate Grade for each voluntary down grade in classification.

**ARTICLE 21**  
**TEMPORARY ASSIGNMENT**

The Employer may temporarily assign an employee to perform the duties of another employee. Absent an emergency situation or unanticipated business need situation, prior to temporarily assigning employees, the Employer shall post the temporary assignment opportunity for five (5) working days and seek volunteers to perform the necessary work provided the existing employees presently possess the necessary skills for the position. Employees who are assigned to perform a significant number of duties of another employee from the start to the end of the entire period shall be paid the greater of the following:

- a) The pay of the employee whose duties the assigned employee is performing, or
- b) The current pay of the assigned employee.

Employees who are temporarily assigned shall be adequately trained in the duties they are assuming.

**ARTICLE 22**  
**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 employee who chooses to participate and their eligible dependents. Such insurance programs which were adopted by the County and incorporate herein. Plan design changes for 2012 and 2013 are attached in Appendix C1.

b) Premium costs are shared by the employee and the County through payroll deduction and a pre-tax deduction Section 125 Plan is available at the time of enrollment. The program, based on the employees' selection of plan, shall be shared by the County and bargaining unit employees at the overall rate of eighty-five percent (85%) borne by the County and fifteen percent (15%) borne by the employees. The above provision notwithstanding, except based on the employees selection of a different plan during the open enrollment period, there shall be no increase in the amount of the employees current contribution for hospitalization and medical insurance prior to January 1, 2013.

c) The parties agree to continue the implementation of a Wellness Plan component for Employees and spouses covered by the county's health insurance plans. Participaton in the Wellness Plan shall be defined as participating in an annual health evaluation which shall continue to be limited to completing an assessment, providing a blood sample and receiving a health evaluation report. No other additional action on the part of any employee or spouse shall

be required. The Employers agree that participation (or non-participation) in the Wellness Plan shall not be used in any way to initiate or support an employment action of any kind. The parties further agree that accommodations shall be made to facilitate participation of retired employees that reside outside of Kane County. Participation in the Wellness Plan shall not require or constitutes any waiver of an individual's right to privacy under HIPPA, or other applicable laws. Employees and/or their spouses that choose not to participate shall continue to pay an additional \$50 per employee and/or spouse toward health insurance premiums.

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. In the event no agreement is reached, increases in employee contributions shall be equally apportioned across all plans.

## **SECTION 2. FUTURE PLANS**

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

## **SECTION 3. INSURANCE PARITY CLAUSE**

During the term of this Agreement should any other group of employees covered by the County Health Plan receive extra benefit improvements or cost benefits improvements greater than those which appear herein, or which are provided to bargaining unit employees, the bargaining unit employees will be provided with the same benefits or cost benefit improvements. If in the judgment of the Union, such terms or conditions are not more favorable, the Union may request to negotiate with the Employer.

## **SECTION 4. LIFE INSURANCE**

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

## **SECTION 5. INSURANCE REOPENER**

Insurance contribution levels and benefit levels in effect as of the signing of this Agreement shall remain in effect until the parties have fully negotiated over these issues. The reopener shall be effective each Plan Year.

**SECTION 6. HEALTH CARE CONTINUATION COVERAGE FOR RETIREES, MEDICARE ELIGIBLE RETIREES, AND DISABLED EMPLOYEES**

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 employee as the employee received for the 12 months preceding retirement.

Employees 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, an employee must have been employed by the County for 15 or more consecutive years.

Retired employees 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 1<sup>st</sup> of each month and must be submitted to Human Resource in order for coverage to be maintained.

b) **MEDICARE ELIGIBLE RETIREES, DISABLED EMPLOYEES AND SURVIVING SPOUSES**

Kane County offers a reduced benefit PPO health care plan to Medicare eligible retirees, disabled employees 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 23**  
**VACANCIES**

**SECTION 1. DETERMINATION OF VACANCIES**

The Employer shall solely determine when a vacancy exists and whether or not to fill the vacancy.

**SECTION 2. POSTING**

Whenever a job vacancy exists, other than a temporary vacancy as defined below, in any job classification or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be posted in an expeditious manner on all bulletin boards and such posting shall remain for ten (10) working days. Such notice shall include the job title, work hours, a brief job description, and the pay rate. Temporary vacancies are defined as job vacancies that may periodically develop in any job classification that do not exceed 90 consecutive days plus an additional ninety (90) consecutive days extension based upon an incumbent employee returning from a leave of absence. Job openings that remain open for more than 180 consecutive days at a time shall not be considered temporary job openings.

During this period, employees who wish to apply for the vacant job, including employees on layoff, may do so by contacting the Executive Director or designee.

Furthermore, job posting will be used to encourage the principle of promoting from within. If an employee is denied a promotion the Union may raise the issue with the Executive Director or designee.

**SECTION 3. SELECTION**

The Employer shall be solely responsible for selecting persons to fill vacancies. In making the selection, the Employer shall consider factors, which include but are not limited to: experience, skill, ability, qualifications, and seniority, evaluations, training and other factors the Employer deems relevant to the vacancy. The Employer agrees that before hiring from outside the Department to fill bargaining unit positions, it will first consider internal qualified applicants who are interested and when there is substantial equality between an outside and inside applicant preference will be given to the inside applicant.

**SECTION 4. JOB ASSIGNMENT**

A program vacancy shall be posted in accordance with Section 2 of this Article. The

employee will be selected in accordance with Section 3 of this Article. Where the Employer desires to make a permanent change in the office location of an employee, the Employer shall seek volunteers. If there are no volunteers, the person with the least seniority in the affected program will be selected to transfer. If the employee refuses the transfer, the employee will be terminated.

## **SECTION 5. TEMPORARY REASSIGNMENT**

Should the Employer wish to temporarily transfer an employee from one office to another, the procedure identified in Section 4 above, will be utilized. The affected employee(s) will receive mileage reimbursement if they use their personal vehicle from their regularly assigned work site to the temporary work site, unless a county vehicle is provided for their use. Employee(s) will adhere to their regularly scheduled work hours (i.e., if employee would normally work at Elgin office from 8:30-4:30, the employee will be required to work at Aurora office from 8:30-4:30).

## **ARTICLE 24 HOURS OF WORK**

### **SECTION 1. HOURS/OVERTIME**

- a) Work Week - The work week is defined as one-hundred and sixty-eight (168) hours period beginning at 0001 hours on Sunday and ending at 2359 hours the following Saturday. The normal work week shall consist of thirty-five (35) hours beginning on Monday and ending on Friday.
- b) Overtime - Overtime is defined as all pre-authorized work in excess of thirty-five (35) hours per work week. Overtime between 35 and 40 hours shall be paid at the straight time rate. Overtime in excess of forty (40) hours per week shall be paid at the rate of one and one half (1½) times an employee's base rate of pay. Time spent on any paid time off whatever the reason (i.e., sickness, personal, vacation, funeral, authorized leave, comp time) shall not be considered hours worked in computing overtime. If the Program Manager is unavailable, the employee should receive permission from the Division Director.
- c) Mandatory Training or Meetings - Employees attending authorized mandatory training approved by the Employer shall be paid in accordance with the provisions of Section 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 EMPLOYEES**

- a) "The Work Day and the Work Week" - The normal work day and work week shall consist of seven consecutive hours to be broken by an unpaid meal period and two fifteen (15) minute rest periods, one in the morning and one in the afternoon, subject to the operational needs of the office.
- b) "Meal Periods" - Work schedules shall provide for the work day to be broken by an uninterrupted, unpaid meal period of one (1) hour. Employees shall have the right to leave the work site during such periods. When due to operational needs, an employee is required to work through their meal periods by their Program Manager, the employee will be paid for the meal time.

## **SECTION 3. TIME/ATTENDANCE LOG**

- a) The Employer shall maintain a time/attendance log at each office location. Employees at each office will be required to sign in. Employees will be required to sign out. All paid overtime must be approved and with the knowledge of the employee's Program Manager.
- b) Field employees will turn in a weekly schedule every Friday. If any unplanned changes occur in the schedule, the employee's Program Manager or designee will be notified. When starting the day in the field, notification will be done by the schedule submitted by the employee. If the day concludes in the field, the employee will notify their home office by phone between 4:00-4:25 p.m. When the day starts or ends in the office, the log will be utilized.
- c) The log will be reviewed by management on a regular basis. If a review of the log reveals a pattern of tardiness, employees may be counseled. If the problem continues, the employee may be docked until the problem has been corrected over a reasonable period and/or it may be addressed through corrective and progressive discipline.

## **SECTION 4. SCHEDULING PRACTICES**

Where a permanent change in the normal work schedule affecting bargaining unit employees 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 discuss said changes with the Union. In addition, the Employer shall notify the affected employees twenty eight (28) calendar days prior to the change.

## **SECTION 5. OVERTIME PROCEDURE**

There will be one rotation list each for the Finance/Administrative Division and the Environmental Division. The Personal Health Division will maintain one list in the Elgin office and one list in the Aurora office. Each employee will be listed by classification seniority.

When an activity/event creates overtime in the Environmental Division, the sanitarian assigned to the territory in which the activity/event will occur, will automatically be the first employee chosen from the rotation list. The sanitarian will be responsible for coordinating the event/activity, including enlisting other employees to work the event/activity.

Overtime will be distributed as equally as possible among employees who normally perform the work in the division in which the overtime is needed. When overtime is needed in any week, the Employer will select the first person qualified to perform the work from the rotation list in the affected division. If that employee refused the overtime, their name will be placed at the bottom of the list for that division. The Employer will continue down the list until enough employees are selected to work the overtime.

If a sufficient number of employees to work overtime is not obtained, or in the event of natural disasters, acts of God or departmental emergencies (e.g., off site clinics), the Employer maintains the right to declare that overtime is mandatory. The Employer will select the next person qualified to perform the work from the rotation list in the affected division. The Employer will give the employee 24 hours notice, if possible of the requirement to work overtime. If that employee refuses the overtime for an illegitimate reason (to be determined on a case-by-case basis), the employee will receive an oral-written reprimand and their name will be placed at the bottom of the rotation list. If the employee refuses the overtime for a legitimate reason (to be determined on a case-by-case basis), the employee's name will be placed at the bottom of the rotation list.

The Union will be furnished overtime records in the event of a bona fide dispute regarding the provisions of this Article, showing the number of overtime hours worked by each employee.

## **SECTION 6. ALTERNATIVE SCHEDULES**

Alternative schedules and job sharing may be utilized if agreed by the Employer and the employee(s) involved. Subject to the operational needs of the Employer, the request may be granted. If and when an alternate schedule is denied, the Union can elect to bring the issue to the Labor Management Meeting to discuss the reasons why the employee was denied.

## **SECTION 7. CALL-IN PAY**

An employee called in to work on their day off or outside their previously scheduled

work hours, including a scheduled weekend day to work a health fair, community education event or other non-educational event, shall be paid a minimum of two (2) hours pay at their regular rate of pay up to forty hours and one and one-half (1½) their regular rate of pay thereafter. Work schedules will not be changed because of call-in time in order to avoid overtime pay.

#### **SECTION 8. COMPENSATORY TIME**

All pre-authorized work performed in excess of thirty-five (35) hours per week shall be paid according to Section 1b of this Article. Employees shall choose whether they will be compensated with compensatory time or pay. Employees may accumulate up to twenty one (21) hours of compensatory time. After the maximum accumulation has been reached, overtime shall be paid in accordance with the overtime provisions of the Fair Labor Standards Act. Compensatory time off may be used in not less than one-half (½) hour increments.

#### **SECTION 9 :TRAVEL TIME**

\_\_\_\_\_All time spent in travel for required work-related purposes as determined in accordance with the Fair Labor Standards Act. For example : time traveling from home to the employee's designated first work site is not compensable. By contrast, after the work day begins, time spent traveling between assignments is compensable time.

#### **SECTION 10 : MILEAGE REIMBURSEMENT**

Employees who travel on County business using their own vehicle shall be reimbursed for the travel expense in accordance with the County Policy (Section 2-72). It is understood that commuting miles (travel miles to and from home to employee's primary office) are considered round trip commuting miles which are not eligible for reimbursement.

#### **SECTION 11 : STAND-BY PAY**

All time spent in Stand By Status will be compensated in accordance with the Fair Labor Standards Act provided the employee is required and expressly designated by the Employer to remain in this status for a designated period of time. No employee shall be disciplined for not responding to a call when not on Stand By.

**ARTICLE 25**  
**SUBCONTRACTING**

**SECTION 1. GENERAL POLICY**

It is the general policy of the Employer to continue to utilize employees 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 DISCUSSION**

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 employees, the Employer shall notify the Union 30 days in advance and offer the Union an opportunity to discuss and participate in considerations over the desirability of such subcontracting or work, including means by which to minimize the impact of such employees.

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

**ARTICLE 28**  
**HEALTH AND SAFETY**

**SECTION 1. GENERAL DUTY**

The Employer shall provide a safe and healthy workplace and shall comply with all required applicable laws.

**SECTION 2. ADVANCED STEP FILING**

Where the Union believes that a serious health and safety issue requires immediate attention, a grievance may be filed directly to Step 3 of the grievance procedure.

**SECTION 3. PERSONAL PROTECTIVE CLOTHNG EQUIPMENT**

All personal protective clothing and protective equipment required by the Employer shall be furnished and maintained by the Employer without cost to the employees.

**SECTION 4. UNSAFE WORK**

The Employer will create a task force that will draft a policy and procedures for safety, and involve staff in the process for input. This process will start on or before February 26, 2007.

**SECTION 5. LEAD PROGRAM**

Employees involved in the Lead Program are able to obtain venous blood lead levels at Aunt Martha's at the Health Department's expense.

**ARTICLE 32**  
**TERMINATION**

This Agreement shall be effective December 1, 2010 and shall continue in full force and effect until midnight November 30, 2013, and thereafter for one year, unless not more than one hundred and 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.

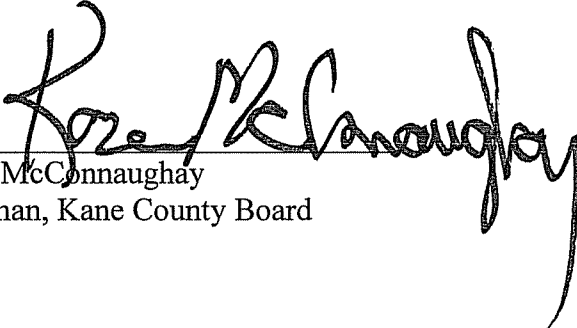
In the Event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding

paragraph. The Agreement shall remain in force during the term of re-negotiations unless terminated by the above appropriate written notice.

IN WITNESS THEREOF, the parties hereto have set their hands this \_\_\_ day of


FOR THE EMPLOYER:

Date: 10/25/12

  
\_\_\_\_\_  
Karen McConnaughay  
Chairman, Kane County Board

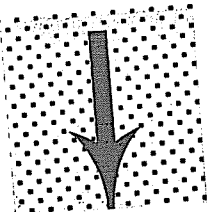
FOR THE UNION:

Date: 9/17/12

  
\_\_\_\_\_  
Carla Williams, Staff Representative  
American Federation of State, County and  
Municipal Employees, Council 31,  
on behalf of Local 3966

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGN  
HERE**



**SIGNATURE PAGE**

**EMPLOYER**

\_\_\_\_\_  
**Barbara Jeffers, Interim Executive Director  
Health Department**

**UNION BARGAINING COMMITTEE**

\_\_\_\_\_

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**APPENDIX A**

Bargaining Unit employees, who are on the payroll upon the signing of this agreement, shall receive the following:

Upon ratification or shortly thereafter, all union employees shall receive a one and one-half (1.5) % bonus for Fiscal Year 2010 and a one and one-half (1.5) % bonus for Fiscal Year 2011 in a separate check or direct deposit slip.

Effective December 1, 2012, all union employees shall receive a two (2) % across the board wage increase.





KANE COUNTY

Exhibit 3

Plan Options			2011 Current	Proposed 2012	Proposed 2013	
PPO	Deductible:	In Network (Ee/Fam)	\$300/\$900	\$500/\$1,500	\$600/\$1,800	
		Out of Network (Ee/Fam)	\$600/\$1,800	\$900/\$2,700	\$1,200/\$3,600	
	Out of Pocket:	In Network (Ee/Fam)	\$750/\$2,250	\$1,000/\$3,000	\$1,500/\$4,500	
		Out of Network (Ee/Fam)	\$2,250/\$6,750	\$2,000/\$6,000	\$3,000/\$9,000	
	Co Pays:	Physician Office Visits:	Primary Care	\$20	\$20	\$25
			Specialist	\$20	\$40	\$45
		Emergency Services	\$100	\$250	\$250	
		Rx:	Generic	\$15	\$10	\$10
			Formulary Brand	\$25	\$40	\$40
			Non-Formulary Brand	\$40	\$60	\$60
HMO	Co Pays:	Physician Office Visits:				
		Primary Care	\$20	\$25	\$25	
		Specialist	\$30	\$35	\$45	
	Emergency Services	\$100	\$250	\$250		
	Inpatient Co-pay	\$250	\$250	\$250		
	Rx	Generic	\$10	\$10	\$10	
		Formulary Brand	\$15	\$20	\$25	
Non-Formulary Brand		\$30	\$35	\$40		





KANE COUNTY

Exhibit 3

Plan Options			2011 Current	Proposed 2012	Proposed 2013
PPO	Deductible:	In Network (Ee/Fam)	\$300/\$900	\$500/\$1,500	\$600/\$1,800
		Out of Network (Ee/Fam)	\$600/\$1,800	\$900/\$2,700	\$1,200/\$3,600
	Out of Pocket:	In Network (Ee/Fam)	\$750/\$2,250	\$1,000/\$3,000	\$1,500/\$4,500
		Out of Network (Ee/Fam)	\$2,250/\$6,750	\$2,000/\$6,000	\$3,000/\$9,000
	Co Pays:	Physician Office Visits:			
		Primary Care	-\$20	\$20	\$25
		Specialist	\$20	\$40	\$45
		Emergency Services	\$100	\$250	\$250
		Rx:			
		Generic	\$15	\$10	\$10
	Formulary Brand	\$25	\$40	\$40	
	Non-Formulary Brand	\$40	\$60	\$60	
HMO	Co Pays:	Physician Office Visits:			
		Primary Care	\$20	\$25	\$25
		Specialist	\$30	\$35	\$45
		Emergency Services	\$100	\$250	\$250
		Inpatient Co-pay	\$250	\$250	\$250
		Rx			
		Generic	\$10	\$10	\$10
	Formulary Brand	\$15	\$20	\$25	
	Non-Formulary Brand	\$30	\$35	\$40	

