

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**KANE COUNTY**

**(DEPARTMENT OF BUILDING MANAGEMENT)**

**AND,**

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

**EFFECTIVE DATES**

**July 14, 2009 - NOVEMBER 30, 2010**

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This Agreement is entered into by Kane County, hereinafter referred to as the "Employer", and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO for and on behalf of 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 employees 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 employees working conditions, conduct and job performance.

To the extent that provisions of the Collective Bargaining Agreement are in conflict with provisions of the Kane County Personnel Policy Handbook, as amended, the provisions of the Collective Bargaining Agreement shall apply.

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, conduct, job performance and other terms and conditions of employment of the following unit.

Included: Full time/ Part time employees in the classification of Janitor I and II, Maintenance worker and Lead Maintenance worker employed by the County of Kane.

Excluded: All other employees, including other supervisory, managerial, professional and other confidential employees as defined by the Act.

Where the Employer finds it necessary to create a new and unique 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 and unique 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 and job responsibilities 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 negotiate the salary grade. 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.

**ARTICLE 2  
PROBATIONARY EMPLOYEES**

Employees shall be "probationary employees" for his first six months of employment. However, on a case- by- case basis, the Employer will identify those individuals requiring an extension of 2 months. The Union and the Employer will mutually determine if the extension will be granted. Upon completion of his probationary period, he will acquire seniority from his date of hire. Employees shall be evaluated in writing by their supervisor's midway and near the completion of their probationary period. The employee will be given a copy of the evaluation at the time it is presented. During said probationary period the employee may be terminated for any reason without recourse to the grievance procedure.

**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 employees 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 employee, 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 employees and union members' names, addresses and employer identification numbers. The information shall be provided in both paper and electronic form. 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) working days prior to its effective date.

**SECTION 2. FAIR SHARE DEDUCTIONS**

Employees 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 share of the bargaining 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 employees 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) working days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required to Union members.

**SECTION 3. RELIGIOUS EXEMPTION**

Should any employee 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 employee is a member, such amount equal to their fair share, shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee 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 employees 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  
NON-DISCRIMINATION**

**SECTION 1. PROHIBITION AGAINST DISCRIMINATION**

The Employer and the Union agrees not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, sexual orientation, disability or political affiliation, provided however that all personnel of the Department 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 OF ACTIVITY**

The Employer and the Union shall not interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees 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 6**  
**NO STRIKE OR LOCKOUT**

**SECTION 1. NO STRIKE OR LOCKOUT**

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 employees 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 employee shall refuse to cross any picket line, by whomever established.

**SECTION 2. UNION LIABILITY AND DUTY**

In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, work stoppage, work slow-down or any other interferences with or interruption of the operations of the Employer occur, the Union, within twenty-four (24) hours of a request by the Employer shall:

- a) Advise the Employer in writing that such action by the employees has not been called or sanctioned by the Union; and
- b) Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately; and
- c) Post notices at the Union bulletin boards advising that it disapproves of such action and instructing employees to return to work immediately.

**SECTION 3. DISCIPLINE FOR VIOLATION**

The Employer may discharge any employee who violates this ARTICLE.

**SECTION 4. NO LOCKOUT**

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



**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 last date of hire as listed in Appendix A.
- b) Classification Seniority means the length of uninterrupted employment an employee has in his current classification.
- c) Departmental seniority means the length of uninterrupted employment an employee has in the office of the Department of Building Management.

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

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

**Section 2: Loss of Seniority**

An employee's applicable seniority will be terminated and will no longer be an employee if:

- a) He resigns or quits.
- b) He is discharged for just cause unless reversed through the Grievance or Arbitration Procedure.
- c) He retires.
- d) He does not return to work from layoff or authorized leave of absence within five (5) business days (excluding Saturday and Sunday) after being notified by certified mail to return.
- e) He has been on layoff for more than two (2) years or length of service, whichever is less.
- f) He accepts "gainful employment" that is inconsistent with the purpose of the authorized leave while on an approved leave of absence from the Employer.
- g) He does not report for scheduled work, and does not notify his supervisor via telephone or email for three consecutive days, unless circumstances preclude the employee, or someone on the employee's behalf, from giving such notice.

**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 and shall become effective on or after the date of execution of this Agreement. Such lists shall resolve all 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. The initial agreed upon seniority list is attached hereto as Appendix A and made a part thereof.

**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 the Leaves of Absence Policy regarding military leave of absence in the Kane County Personnel Policy Handbook.

**ARTICLE 8.  
LAYOFF AND RECALL**

**Section 1. Procedure for Layoff**

1. When employees are removed for the purpose of reducing the work force, the employee with the least departmental seniority by job classification shall be removed first.

2. A removed employee shall be transferred, conditioned upon being qualified, as determined solely by the Employer, in the following order:

- a. To a vacancy, if any, in the same pay range;
- b. To a vacancy, if any, in the next lower pay range;
- c. If no vacancy exists, as provided in (a) and (b) above, to a position in any pay range occupied by an individual who is probationary;
- d. If no probationary position exists, as provided by (c) above, to a position in any pay range occupied by an individual with the least departmental seniority.

3. The procedure in subsection 2 above shall be applied to all removed employees, until they are transferred or laid off.

4. In applying the procedures set forth in 2 and 3 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.

5. If more than one vacancy exists, or if there is more than one probationary employee at the time of removal, the Employer shall have discretion to transfer the removed employee to the position the Employer deems appropriate.

6. If the employee who is removed requests assignment to an available temporary position and is qualified to perform that job, the Employer shall transfer that individual to that position; provided, the Employer is not required to create a temporary position.

## **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 two (2) years or length of service whichever is less after an employee has been laid off. No new employees at all shall be hired by the job classification of the laid off employee until all employees on layoff desiring to return to work shall have been given the opportunity to return to work. An employee who is laid off shall be given the opportunity to be recalled to work at the same or lower position for which he is qualified unless the employee had the opportunity to bump at the time of layoff and chose not to do so. The employee shall still retain full recall rights for the position from which he was 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) working days to notify the Employer of their acceptance of the recall. The employee shall have five (5) working days thereafter to report to duty.

If an employee returns to work within sixty (60) calendar days of a layoff, he/she 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 sixty (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 layoffs are those applicable to terminations, except that 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.

#### **Section 5. Job Seeking Assistance**

Laid off/bumped Kane County employees shall have, with approval from their immediate supervisor which shall not be unreasonably withheld, paid work time for the following reasons:

- employment interviews,
- attend job fairs,
- receive other job placement assistance from KCDEE or,
- meet with IMRF regarding their retirement options.

### **ARTICLE 9 GRIEVANCE PROCEDURE**

#### **SECTION 1. GRIEVANCE**

A Grievance is defined as a dispute or disagreement as to the interpretation and application of any provision of this Agreement. Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(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 employees shall be made applicable to the appropriate employees 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**

At no point will an Employer representative render a response to a grievance at more than one (1) step.

##### **STEP 1. IMMEDIATE SUPERVISOR – BUILDING ENGINEER**

The employee or employees and/or the Union shall raise the grievance with the employee's immediate supervisor 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 ground for denial of the grievance.

All grievances must be presented not later than fifteen (15) business days from the date the employee, affected employees, or the Union became aware of the occurrence giving rise to the complaint and shall be handed in person to the grievant's immediate supervisor who shall immediately acknowledge receipt. The immediate supervisor shall render a written response to the grievance within seven (7) 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 of the Grievance Form and the employee's immediate supervisor shall acknowledge this by initialing and dating the statement of intent to proceed. In those circumstances where securing the signature of the immediate supervisor who is physically not available to sign would have adversely affected a timely submittal to the second level, the grievance will be submitted to Step 2 without such signature. A copy of the grievance shall subsequently be provided to the immediate supervisor 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.**

In the event the grievance is not resolved at Step 1, it shall be presented in writing by the Union to the Building Manager or his designee within ten (10) business days from the receipt of the answer or the date the answer was due, whichever is earlier.

Upon receipt of the written grievance at Step 2, the Employer will schedule a meeting to hold a discussion in an attempt to resolve the grievance within seven (7) business days of receipt of the grievance and shall issue a written opinion within seven (7) days thereof.

#### **STEP 3.**

If the grievance is still unresolved, it shall be presented by the Union to the Building Management Director, or designee, in writing within ten (10) business days after receipt of the Step 2 response or after the Step 2 response is due, whichever is earlier.

Within seven (7) business days after the receipt of the written grievance the parties shall meet, or hold other discussions in an attempt to solve the grievance unless the parties mutually agree otherwise: The Building Management Director or designee shall give his written response within seven (7) business days following the meeting. If no meeting is held, the Building Management Director or his designee shall respond in writing to the grievance within seven (7) days of receipt of the grievance.

#### **STEP 4. ARBITRATION**

If the grievance is still unsettled it may be presented to arbitration within fifteen (15) 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 fifteen (15) business days after receipt of request for arbitration for the purpose of conducting a pre-arbitration

conference, to attempt to resolve the grievance prior to arbitration. If the grievance remains unresolved or a pre-arbitration conference is not requested, representatives of the Employer and the Union shall attempt to agree upon an arbitrator. If the parties are unable to agree on an arbitrator within the five (5) 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 he/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 bear the expense of its own witnesses who are not employees of 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 is such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of that dispute. The arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of the Agreement.

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to use expedited arbitration procedures.

The decision and award of the arbitrator shall be final and binding for the Employer, the Union, and the employee or employees 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.

### **SECTION 3. 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 4. 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 Employer shall automatically advance the grievance to the next step.

**SECTION 5. 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 their 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 employee or Union representative shall leave her work to investigate, file or process grievances without first notifying and receiving permission from his/her supervisor or designee as well as the supervisor of any unit to be visited, and such permission shall not be denied unreasonably. Employees attending grievance meetings shall normally be those having direct involvement in the grievance.
- b) Meeting Space and Telephone Use: Upon request, the employee and Union representative shall be allowed the use of an available appropriate room as long as one is available while investigating or processing a grievance and upon prior general approval, shall be permitted the 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 6. PERTINENT WITNESSES AND INFORMATION**

Either Party may request the production of specific documents, books, papers of 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 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
- Written reprimand
- 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 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, he 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.

#### **SECTION 6. LIMITATION OF THE GRIEVANCE PROCEDURE**

Oral reprimands shall be subject to the grievance procedure through step three thereof but shall not be subject to arbitration.

### **ARTICLE 11 PERSONNEL FILES**

#### **SECTION 1. PERSONNEL FILES**

The Employer shall keep a central personnel file for each employee 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 an employee. The employee shall submit a written request for his file and submit the request to the Manager of Building Management or his designee.

## **SECTION 2. INSPECTION**

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

- a) Such an inspection shall occur within five (5) business days following receipt of the request. The Employer or his/her designee may be present during such inspection;
- b) Such inspection shall be granted only during daytime office staff working hours Monday through Friday upon written request;
- c) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein at the time of inspection;
- d) Upon written authorization by the requesting employee, that employee 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**

Employees 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 employee's interest.

## **SECTION 5. PERSONNEL RECORD CORRECTION**

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

**ARTICLE 12**  
**EMPLOYEE DEVELOPMENT AND TRAINING**

**SECTION 1. ORIENTATION**

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

The Employer will post in all relevant program areas, opportunities for training and career development in order to allow all employees to communicate to the Employer their desire to participate in such training in a timely manner. However, the opportunity for training and career development must be program specific and is subject to final approval by the appropriate Supervisor who will communicate to the employee a confirmation or denial of such training.

**SECTION 2. TUITION REIMBURSEMENT AND CAREER DEVELOPMENT**

The Employer will also pay for the cost of a work-related license that an employee is required to have for the position the employee occupies. Such amount shall not be subtracted from the amount specified in the above paragraph.

Employees will be paid in accordance with the County's travel and reimbursement policy.

**A. TUITION REIMBURSEMENT**

Tuition reimbursement may be available to Kane County employees and employees in the offices of elected and appointed officials under the following criteria:

All full-time Kane County employees with at least 6 months of continuous service are eligible to apply for and take one course per school term. Provided that employees may not exceed twelve (12) credit hours in any one fiscal year.

To qualify, an employee must complete a Tuition Reimbursement Form during the County's quarterly open enrollment period and prior to the start of the course.

The Tuition Reimbursement Form must contain the employee's name, department name, telephone number, name of accredited school, course to be taken, cost and description of the course and a short narrative of the employee's training plan and how the course will fit into that plan.

The Tuition Reimbursement Form must be submitted to the department head/appointed/elected official for approval.

The department head/appointed/elected official will perform an analysis of the employee's training plan, how the course fits into that plan and how the course will fill a job-related need of the employee.

After the department head/appointed/elected official approves the Tuition Reimbursement Form, it must be forwarded to the Department of Human Resource Management for review and submission to the Kane County Board Chairman.

The Kane County Board Chairman must review and approve the Tuition Reimbursement Form before the employee starts the course.

The Kane County Board Chairman will return the approved/rejected Tuition Reimbursement Form back to the Department of Human Resources Management for notification to the employee.

The employee will enroll in and incur the cost of the course pending reimbursement, if approved.

Within 90 days after completing the course, the employee will resubmit the approved Tuition Reimbursement Form, proof of course payment and documentation of a minimum final grade of "C" to the Department of Human Resource Management for payment. The County will process each reimbursement request within 90 days of receipt of the resubmitted form.

Course reimbursement will include compensation for tuition and lab fees only.

Requests for approvals to take a course that will be reimbursed from the Riverboat Fund will cease once the approved requests meet the total amount budgeted for tuition reimbursement.

**B. TUITION REIMBURSEMENT SHALL BE SUBJECT TO THE FOLLOWING LIMITATIONS:**

Seminars, workshops and other short-term training shall not be subject to the minimum grade requirement of "C"; however, the employee shall present proof of course attendance and completion. In the case of Pass/Fail courses, the employee must "Pass" the course.

The maximum reimbursable amount for each course shall not exceed the equivalent cost of a comparable course at the University of Illinois.

Part-time employees, seasonal employees, County Board members, elected officials, appointed officials and employees of the Forest Preserve are not eligible to participate in the program. The amount of any reimbursement shall

be reduced by the amount received from any other source, i.e., grants, fellowships, and scholarships. This excludes any loans the employee will have to pay back. The County will pay no reimbursement to any employee who resigns or is terminated for cause prior to receiving the reimbursement.

An employee participating in this program will be expected to remain a full-time employee of the County for a period of one (1) year from the date of the last reimbursement. An employee who terminates employment except for death prior to the expiration of said one (1) year shall repay the County according to this prorated schedule:

- 100% of any tuition reimbursed for courses completed within the one (1) year period if you leave within six (6) months of submitting the documentation referenced in A10.
- 75% of any tuition reimbursed for courses completed within the one (1) year period if you leave six (6) months after but before twelve (12) months of submitting the documentation referenced in A10.

### **ARTICLE 13.** **LABOR-MANAGEMENT COMMITTEE**

#### **Section 1. Labor Management Committee Meetings**

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee 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 an employee be entitled to overtime compensation for participation in a Labor-Management Committee meeting. The Union shall designate up to two employees. The Employer shall designate up to four individuals 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 employees.

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 2. 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.

**Section 3. Union Representative Attendance**

When absence from work is required to attend labor-management committee meetings, employees shall, before leaving their workstation, give at least one-week advance notice to and receive approval from their supervisor 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 employee may be chosen to participate.

**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.

**SECTION 3.**

Regular part-time employees shall receive pay proportional to the 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 choose either compensation for hours worked at straight time pay or compensatory time at time and a half (1 ½), subject to the approval of the Employer based upon the operational needs of the department.

**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 in writing by the Building Director. The allowance of carryover will be subject to the operational needs of the Building and Grounds Department, and the time must be taken within 60 (sixty) days of carryover.

**SECTION 3. VACATION SCHEDULING CONFLICTS**

Subject to operational needs, from January 15 to February 15, employees may submit in writing to the Building Manager their vacation preferences for the calendar year. If there is a conflict due to more than one request for vacation for the same date(s), the conflict will be resolved by seniority. Vacation requests made after February 15 shall be granted on a first-come, first-serve basis. If there is a conflict due to more than one request for vacation made on the same day, the conflict will be resolved by seniority. Furthermore, the Employer agrees to either approve or disapprove an employee's vacation request within ten (10) working days of when the employee's request is submitted to the Employer in writing. 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 Building 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 16**  
**SICK LEAVE**

**SECTION 1. ACCRUAL AND USE**

It is the policy of Kane County to provide protection for eligible employees against loss of income because of illness. To ensure that protection, the County has made provisions for both short-term and extended sick leave reserves. All regular full-time and part-time employees are eligible. Part-time employees earn sick leave proportionate to the average number of hours worked. Sick leave pay is based on the employee's regular straight-time rate in effect when the sick leave is taken. Employees must first use short-term sick leave and sick or funeral pay earned and accumulated prior to December 1, 1989, before they can use extended sick leave.

**SECTION 2. SHORT-TERM SICK LEAVE/PERSONAL DAY ACCUMULATION**

"Sick leave year" is defined as the twelve (12) month period beginning December 1 of each year. Eligible employees, who have completed twelve (12) months of continuous service as of December 1 of the applicable sick leave year, will be credited with four (4) days. Employees who have completed less than twelve (12) months of continuous service as of December 1 of the applicable sick leave year, will be credited with short-term sick leave at the rate of one day for each remaining quarter within that year once they have completed six (6) months of County employ.

**SECTION 3. SHORT-TERM SICK LEAVE/PERSONAL DAY UTILIZATION**

An employee's short-term sick leave credit can be used for personal injury, disability or illness of the employee or appointments with a physician or dentist.

Short-term sick leave may also be used in the event of illness, disability or injury of a member of an employee's immediate family or household on days the employee is scheduled to work. For purposes of definition, the "immediate family or household" shall be the employee's spouse, children, or other family member or individual who resides permanently in the employee's home and for whom the employee is financially responsible or where the presence of the employee is needed. No doctor's note is required. An employee may use these days as personal days. Such leave may be used in increments of not less than one-half (1/2) hour at a time.

**SECTION 4. UNUSED SHORT-TERM SICK/PERSONAL LEAVE CARRYOVER AND PAYMENT AT TERMINATION**

Short-term sick/personal days will not accumulate from year to year. At the end of the sick leave year, all unused sick/personal days will roll over into extended sick leave. Upon termination, employees will be expected to pay back any and all short-term sick days used that were not previously earned, at a rate of one day for every quarter not worked. If an employee terminates and has unused short-term sick leave, the employee will be paid at a rate of one day for every quarter worked in the benefit year provided the employee gives fourteen (14) calendar days written notice to the employee's Supervisor..

The Employer shall maintain a record of sick leave accrual, sick leave taken, and the balance of sick leave allowance available for the individual employees.

**SECTION 5. EXTENDED SICK LEAVE ACCUMULATION**

Eligible employees will be credited with one (1) day of extended sick leave per month after an initial 6 month period of employment is completed. Unused extended sick leave will carry over from year to year and may accumulate to a maximum of two hundred forty (240) days.

**SECTION 6. EXTENDED SICK LEAVE UTILIZATION**

Unlike short-term sick leave, extended sick leave is intended to provide employees with protection during periods when the employee is under a doctor's care at home or is hospitalized. Extended sick leave is to be used during periods of personal injury, illness or maternity until IMRF disability benefits begin.

An employee may utilize extended sick leave for himself/herself prior to utilizing short-term sick leave if the employee has a serious health condition and is under a doctor's care at home or in the hospital. A doctor's certification is required to support the request for extended sick leave. All doctor's notes must be on either a physician's stationary or documentation that displays the physician's address, phone number and a signature.

Prior to a leave of absence, and the Director's approval, an employee may choose to reserve any of the remaining sick days provided in Section 1 to be used subsequent to the leave.

**SECTION 7. SICK OR FUNERAL LEAVE EARNED PREVIOUS TO  
DECEMBER 1, 1989**

Employees who earned and accumulated sick and funeral pay under the policy in effect prior to December 1, 1989, can carry this time forward and use it for any purpose appropriate under that policy. Under the policy, employees could accumulate up to thirty (30) sick or funeral days. Uses included personal illness or injury, funeral leave, maternity, serious illness in the immediate family, three to one (3:1) conversion for vacation, one-third (1/3) payment at termination or full payment at retirement when receiving an IMRF pension. The sick and funeral leave earned prior to December 1, 1989, may be carried over from year to year. Employees must use these days prior to using the short-term sick/personal days described in Section 1.

**SECTION 8. PAYMENT FOR UNUSED EXTENDED SICK LEAVE**

No payment for unused extended sick leave is made at termination. Retiring employees under IMRF qualify for up to one year of additional pension service for unused extended sick leave at the rate of one month for every twenty (20) days or fraction thereof. To qualify for this pension credit, the effective date of the pension must be within sixty (60) days of termination. This additional pension service credit applies solely to employees retiring with an IMRF pension.

Converted extended sick leave cannot be used to meet the requirements of a minimum of eight (8) years for an IMRF pension or thirty-five (35) years for a non-discounted pension under age sixty (60).

**SECTION 9. SICK DAY ABUSE SANCTIONS**

The Employer shall not discipline an employee 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 employee shall not be paid for such leave.

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

**SECTION 10. SICK LEAVE CALL-IN**

It is each employee's responsibility to adhere to the standard work week and time schedule in accordance with the rules and regulations of the department. Occasionally, an absence is unavoidable and, naturally we don't want employees on the job if they are too ill to work. The County expects employees to return to work as soon as commensurate with good health, safety and reasonable considerations. Whenever you are unable to be on the job, you should obtain permission from the Building Manager or your Building Engineer in advance whenever possible. If for any reason you are unable to report for work at the regular time, it is your responsibility to call your Building Engineer as soon as practicable. If an emergency or illness arises before the normal quitting time, permission must be obtained from the supervisor or department head before departing.

**ARTICLE 17  
MISCELLANEOUS PROVISIONS**

**SECTION 1. USE OF MASCULINE PRONOUN**

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

**SECTION 2. NOTIFICATION OF LEAVE BALANCE**

For each pay period, employees shall be given a statement of all leave balances, which shall be printed at the bottom of the employee's timesheet for each pay period

**SECTION 3. EVALUATIONS**

The Union and the Employer encourage periodic evaluation conferences between the employee and her supervisor. The written evaluation done once a year 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 Manager of Building Management 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 between the parties shall be held in the Employer's office in Kane County, Illinois.

**SECTION 6. JOB DESCRIPTIONS**

Within ninety (90) days of the execution of this Agreement, employees shall have a copy of his 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, he may request a meeting with his Building Engineer 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.

**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. Reasonable effort will be made to place the employee returning from this type of leave to the same or substantially similar position.

(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. Reasonable effort will be made to place the employee returning from this type of leave to the same or substantially similar position.

(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. Reasonable effort will be made to place the employee returning from this type of leave to the same or substantially similar position.

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.

#### 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 B. IMRF Leave of Absence Authorization and Disability Benefits**

a. 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 (see IMRF Disability Benefits). 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. Human Resources should be contacted for the forms for application.

b. Employees participating under IMRF and on a leave of absence without pay from Kane County 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 12 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 Human Resources.

### **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 to his/her supervisor a "Request for Time Off" form.

## **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 prior to arrival to the Manager of the Building Management Department or, if unavailable, to the Director. Such visitations shall be for the reason of the administration of this Agreement and shall not interfere with the operations of the Office. 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**

One local Union representatives shall be allowed five days off per year or two Local Union representatives off for a total of five days per year with pay for legitimate Union business such as Union meetings, certified steward trainings, state or area wide Union committee meetings, state or international conventions, provided such representative shall give reasonable notice and documentation to his/her supervisor of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the Employer.

## **Section 4. Union Bulletin Boards**

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

## **Section 5. Information Provided to Union**

The Employer will advise the Union of: New hires, promotions, layoffs, transfers, leaves, returns from leave, suspension, discharge, and termination. A list of new hires shall be provided to the Union by the Employer as Employees are hired.

Further, at the request of the Union, or on a semi - annual basis, whichever is sooner, the Employer shall furnish the Union a current seniority roster with current addresses and employee id number applicable under the seniority provisions of this Agreement.

## **Section 6. Union Orientation**

By mutual arrangement 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 8. Distribution of Union 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 the maintenance shops, during non-work hours. This activity shall not interfere with or impact the operation of the Department.

**Section 9. Union Space on Premises**

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

**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**

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.

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

If an employee is permanently assigned by the Employer to perform substantially all of the duties of a higher job classification, the Employer agrees to meet its obligation under Article 23.

## **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 similar to the coverage which is currently in effect.

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. Effective January 1, 2008, 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-six and one-half percent (86.5%) borne by the County and thirteen and one-half percent (13.5%) borne by the employees. Effective January 1, 2009, 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. Effective January 1, 2010, 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.

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 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. 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 4. 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 1st 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 Manager of Building Management 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 Manager of Building Management 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 the following: experience, skill, ability, qualifications, evaluations and training. The Employer agrees that these criteria shall be related to performing the work of the position. The Employer agrees that where the previously mentioned factors are relatively equal, seniority will govern. 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 relative equality between an outside and inside applicant preference will be given to the inside applicant.

## **SECTION 4. PERMANENT JOB ASSIGNMENTS**

Where the Employer desires to make a permanent change in the location where an employee works, the Employer agrees it will not make such a change for arbitrary and capricious reasons. The Employer agrees the Union will be notified reasonably in advance of any such permanent change in location.

**ARTICLE 24.**  
**HOURS OF WORK**

**Section 1. Hours/Overtime**

- a) Work Week - The work week shall be forty (40) hours beginning on Monday and ending on Friday. 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 forty (40) hours per workweek. Overtime in excess of forty (40) hours per workweek shall be paid at the rate of time and one-half an employee's base rate of pay. Overtime work shall be rounded to the nearest quarter (1/4) hour.
- c) Mandatory Training or Meetings - Employees attending authorized mandatory training outside of the regular shift approved by the Employer shall be paid in accordance with the provisions of Section 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" - Except as provided in Section 6 of this Article, the normal work day shall consist of eight (8) consecutive hours. The workday is to be broken at approximately mid-point by a meal period. Employees will be permitted two (2) paid fifteen (15) minute rest periods.
- b) "Meal Periods": Work schedules shall provide for the workday to be broken at approximately mid-point by an uninterrupted, unpaid meal period of one-half (1/2) hour. Employees shall have the right to leave the work site during such periods.

**Section 3. Scheduling Practices of Hours of Work**

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 thirty (30) 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 employees thirty (30) calendar days prior to the change.

**Section 4. Overtime Procedure**

Overtime shall be distributed as equally as possible among the employees who normally perform the work in the position classification in which the overtime is needed. It shall be distributed on a rotating basis among such employees.

The employee may choose to take compensatory time in place of pay. Employees may

accumulate up to thirty five (35) hours of compensatory time before being forced to use it.

The Union shall be furnished overtime records on a monthly basis, or upon the specific request of the Union, showing the number of overtime hours worked by each employee.

**Section 5. Call-in Pay**

An employee called in to work outside of his/her regular schedule or on his/her scheduled days off shall be paid a minimum of two hours pay at their regular rate of pay up to forty hours and time and one-half thereafter. Work schedules will not be changed because of call-in time in order to avoid overtime pay. No employee shall be disciplined for declining a call back request.

**Section 6. No Guarantee**

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

**ARTICLE 25  
SUBCONTRACTING**

**SECTION 1.**

It is the for which they work that it dee

*Comp - no limit set on accrued max but need to use @ 35 hrs - should max be set on benefit group?*

to utilize employees to perform work serves the right to contract out any proved work product or emergency.

**SECTION 2.**

Absent a overall subcontr significant devia the Employer sha in considerations to minimize the i

*Call in - not auto OT  
↳ call in code may need to be modified  
Any on call pay?*

er changing its policy involving the when such change amounts to a work of bargaining unit employees, opportunity to discuss and participate or work, including means by which

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 26**  
**MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the Employer exclusively retains traditional and inherent rights of 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 employees;
- 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 and 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 employees 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 employees for just cause (probationary employees without cause);
- g) To establish reasonable work and productivity standards and, from time to time, amend such standards;
- h) To layoff employees;
- 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 service shall be provided;
- k) To take whatever action necessary to comply with all applicable state and federal laws;
- l) To create, change or eliminate methods equipment and facilities for the improvement 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 actions if 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 for 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 27** **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 CLOTHING 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. The County shall provide 5 shirts and 5 pair of pants after the probation period; thereafter the start of each calendar year, the County will supply 4 shirts and 4 pair of pants. The clothing will be properly washed, cleaned and maintained by Union Employees. The employee is responsible for properly using personal protective clothing and equipment.

### **SECTION 4. LEAD EXPOSURE**

Employees exposed to lead in the course of their work are able to obtain venous blood lead levels at the Employer's expense.

**ARTICLE 28**  
**EMPLOYEE BLOOD DONATION**

**SECTION 1. USAGE**

Full time employees 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. Employees must give a 15 day advance notice to the appropriate department head or elected official 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 29**  
**COMPLETE AGREEMENT AND MAINTENANCE OF STANDARDS**

**SECTION 1. 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.

**SECTION 2. MAINTENANCE OF STANDARDS**

The Employer agrees that if during the term of this Agreement, the Employer enters into any new agreement with any union or employee group considered to be a county department providing for increased fringe benefits greater than those provided herein (fringe benefits are defined as health and life insurance and tuition reimbursement) the Employer shall notify the Union and upon request negotiate with the Union concerning the application of the fringe benefit to the bargaining unit.

**ARTICLE 30**  
**TERMINATION**

This Agreement shall be effective on the date of the union ratification and shall continue in full force and effect until midnight November 30, 2010, 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, 2010 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: \_\_\_\_\_

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

FOR THE UNION:

Date: \_\_\_\_\_

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

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

**SIGNATURE PAGE**

**EMPLOYER**

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**UNION BARGAINING COMMITTEE**

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## Appendix A

Bargaining Unit employees shall receive the following:

Employees who are on the payroll upon the signing of this agreement shall receive a \$350.00 signing bonus upon ratification.

### **Re-opener**

Upon request by either party, the Employer and the Union agree to meet and negotiate over wage increases not less than sixty (60) days prior to November 30, 2009. Should the parties reach agreement on a wage increase for the bargaining unit, such increase shall be effective no later than December 1, 2009.

## Appendix B

### Kane County 2009 Holiday Schedule

<b><u>HOLIDAY</u></b>	<b><u>OBSERVED ON</u></b>
New Year's Day	Thursday, January 1, 2009
Martin L. King, Jr. Day	Monday, January 19, 2009
Lincoln's Birthday	Thursday, February 12, 2009
Washington's Birthday (OBSERVED)	Monday, February 16, 2009
Spring Holiday	Friday, April 10, 2009
Memorial Day	Monday, May 25, 2009
<b>Independence Day</b>	<b>Friday, July 3, 2009</b>
<b>Labor Day</b>	<b>Monday, September 7, 2009</b>
Columbus Day (OBSERVED)	Monday, October 12, 2009
Veterans Day	Wednesday, November 11, 2009
Thanksgiving Day	Thursday, November 26, 2009
Day Following Thanksgiving	Friday, November 27, 2009
Christmas Eve	Thursday, December 24, 2009
Christmas Day	Friday, December 25, 2009
New Year's Day	Friday, January 1, 2010