

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN**

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

**EFFECTIVE DATES**

**DECEMBER 1, 2013- NOVEMBER 30, 2017**

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## PREAMBLE

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

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

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

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

**ARTICLE 1**  
**RECOGNITION**

**Section 1. Unit Description**

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

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

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

**Section 2. New Classifications**

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

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

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

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

**Section 3. Non-bargaining Unit Personnel**

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

**Section 4. Abolition, Merger or Change of Job Classification**

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

**ARTICLE 2  
PROBATIONARY DEPUTY CLERKS**

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

**ARTICLE 3  
SAVINGS CLAUSE**

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

**ARTICLE 4  
UNION SECURITY**

**Section 1. Deductions**

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

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

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

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

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

## **Section 2. Fair Share Deductions**

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

## **Section 3. Religious Exemption**

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

## **Section 4. Notice and Appeal**

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

**Section 5. Indemnification**

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

**ARTICLE 5  
INDEMNIFICATION**

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

**ARTICLE 6  
NON-DISCRIMINATION**

**Section 1. Prohibition Against Discrimination**

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

**Section 2. Union Membership or Activity**

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

**Section 3. Equal Employment/Affirmative Action**

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

**ARTICLE 7  
NO STRIKE OR LOCKOUT**

**Section 1. No Strike Commitment**

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

**Section 2. Discipline for Violation**

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

**Section 3. No Lockout**

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

**Section 4. Judicial Remedies**

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

**ARTICLE 8  
SENIORITY**

**Section 1. Definition**

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

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

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

**Section 2. Loss of Seniority**

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

- (A) She resigns or quits by giving an official letter of resignation.
- (B) She is discharged for just cause unless reversed through the Grievance or Arbitration Procedure.



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

**Section 3. Seniority List**

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

**Section 4. Seniority While On Leave**

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

**ARTICLE 9  
LAYOFF AND RECALL**

**Section 1. Procedure for Layoff**

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

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

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

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

## **Section 2. Procedure for Recall**

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

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

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

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

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

### **Section 3. Notice**

The Employer shall notify the Union forty five (45) calendar days prior to the intended effective date of a planned layoff. The Employer and the Union will discuss alternatives to the layoff if put forth by the Union.

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

### **Section 4. Benefits**

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

## **ARTICLE 10 GRIEVANCE PROCEDURE**

### **Section 1. Grievance**

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

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

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

## **Section 2. Grievance Steps**

### **Step I. Department Director**

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

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

### **Step 2. Chief Deputy Clerk**

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

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

### **Step 3. County Clerk**

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

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

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

### **Step 4. Arbitration**

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

#### **Arbitration Procedures**

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

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

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

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

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

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

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

**Section 3. Time Limits**

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

**Section 4. Time Off, Meeting Space and Telephone Use**

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

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

**Section 5. Advanced Grievance Step Filing**

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

**Section 6. Pertinent Witnesses and Information**

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

**ARTICLE 11**  
**DISCIPLINE AND DISCHARGE**

**Section 1. Discipline and Discharge**

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

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

- oral reprimand (shall be "oral-written")
- two (2) written reprimands
- suspension (notice to be given in writing)
- discharge (notice to be given in writing)

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

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

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

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

## **Section 2. Pre-Disciplinary Meeting**

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

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

## **Section 3. Investigatory Interviews**

Where the Employer desires to conduct an investigatory interview of a Deputy Clerk where the results of the interview might result in discipline, the Employer agrees to first inform the Deputy Clerk that the Deputy Clerk has a right to Union representation at such interview. If the Deputy Clerk desires such Union representation, no interview shall take place without the presence of a Union representative. If the Deputy Clerk does not request Union representation, it must be provided in written form and signed. The role of the Union representative is limited to assisting the Deputy Clerk, clarifying the facts and suggesting other Deputy Clerks who may have knowledge of the facts.



**Section 4. Removal of Discipline**

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

**ARTICLE 12  
PERSONNEL FILES**

**Section 1. Personnel Files**

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

**Section 2. Inspection**

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

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

**Section 3. Notification**

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

**Section 4. Limitation on Use of File Material**

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

**Section 5. Personnel Record Correction**

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

**ARTICLE 13  
DEPUTY CLERK DEVELOPMENT & TRAINING**

**Section 1. Orientation**

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

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

**Section 2. Reimbursement**

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

**ARTICLE 14**  
**LABOR-MANAGEMENT COMMITTEE**

**Section 1. Labor Management Committee Meetings**

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

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

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

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

**Section 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. Deputy Clerks may address personnel issues which are pertinent only to one member of the collective bargaining unit, which are not grievances or disciplinary matters, with the Chief Deputy. The Deputy Clerk may be accompanied by a Union Representative at such meeting.

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

**Section 3. Union Representative Attendance**

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

**ARTICLE 15  
HOLIDAYS**

**Section 1. Approved Holidays**

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

**Section 2: Election Day**

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

**Section 3. Full-Time Deputy Clerks**

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

**Section 4. Part-time Deputy Clerks**

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

**Section 5. Holiday During Vacation**

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

**Section 6. Required Work During a Regular Holiday**

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

**ARTICLE 16  
VACATIONS**

**Section 1. Accrual**

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

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

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

Purchase of Military Service Credit – Notwithstanding the earning schedule set above, County employees who present proof of having purchased military service credit from the Illinois Municipal Retirement Fund pursuant to a duly approved resolution by the Kane County Board, will earn vacation time at a rate that equals their County employment plus the number of months of military service credits that were purchased.

Proof must be presented to the Human Resources Department so that the employee's vacation accrual schedule is properly adjusted.

**Section 2. Use**

Vacation time may be taken, after it is earned (subject to Section 3 of this Article) in increments of not less than one-half (1/2) day at a time. Vacation time must be used prior to the Deputy Clerk's anniversary date or it will be forfeited, unless the carryover is specifically approved by the Chief Deputy or her designee. The allowance of carryover will be subject to the operational needs of the Office, and the time must be taken within sixty (60) days of the Deputy Clerk's anniversary date.

**Section 3. Vacation Schedules**

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

- (A) Election Department – One (1) Deputy Clerk per vacation period. Vacations will not be scheduled from six (6) weeks prior to or two (2) weeks after an election.
- (B) Tax Extension/Redemption Department -- One (1) Deputy Clerk per vacation period. Vacations will not be scheduled if:
  - i) From the date the Treasurer begins accepting Subsequent Taxes (approximately the 2<sup>nd</sup> week in September) to one week after the Tax Sale (Tax Sale is the last Monday of October).
  - ii) From the date Equalized Assessed Values are certified to the County Clerk or March 1<sup>st</sup> whichever occurs first to the date the Tax Extension is certified to the County Treasurer or April 15 whichever occurs first.
- (C) Vital Records -- Two (2) Deputy Clerks per vacation period. Some job assignments may require certain vacation time restrictions. For example, when Economic Interests Statements are being processed in order to meet legal deadlines.

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

**Section 4. Vacation Periods Scheduled by Seniority**

Vacations shall be scheduled by Department.

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

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

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

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

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

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

#### **Section 5. Separation Pay**

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

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

#### **Section 6: Holidays**

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

**Section 7. Vacation Pay**

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

**Section 8. Vacation Checks**

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

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

**ARTICLE 17**  
**SICK LEAVE AND PERSONAL DAYS**

**Section 1. Sick Days**

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

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

**Section 2. Personal Days**

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



New Deputy Clerks will earn one and one quarter (1-3/4) personal days for each four (4) months after the probation period is completed.

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

### **Section 3. Attendance Incentive**

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

### **Section 4. Extended Leave**

Extended sick leave is intended to provide Deputy Clerks with protection during periods when they are under a doctor's care at home or are hospitalized, and, except as provided below, have depleted the sick time provided for in Section 1 above. Extended sick leave is to be used during periods of personal injury, illness or maternity until IMRF disability benefits begin. In addition, a Deputy Clerk may use up to three (3) extended sick days during a fiscal year to care for a spouse, the Deputy Clerk's parents and the Deputy Clerk's children (biological and adopted). The IMRF disability benefit is payable after thirty (30) calendar days of disability and is equal to 50% of the Deputy Clerks average monthly earnings during the preceding twelve (12) months.

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

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

### **Section 5. Sick Days Abuse Sanctions**

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

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

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

#### **Section 6. Miscellaneous**

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

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

### **ARTICLE 18 MISCELLANEOUS PROVISIONS**

#### **Section 1. Use of Feminine Pronoun**

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

#### **Section 2. Definition**

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

#### **Section 3. Notification of Leave Balance**

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

#### **Section 4. Evaluations**

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

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

**Section 5. Copies of the Agreement**

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

**Section 6. Meeting Place**

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

**Section 7. Job Descriptions**

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

**Section 8. Automobile Used on County Business**

Deputy Clerks using a vehicle for County business must possess a valid Illinois driver's license and have valid Illinois automobile insurance. Deputy Clerks shall receive the full amount of mileage allowed by the County under Section 2-72 of the Kane County Code, or as amended, while using their own vehicle on County business. Deputy Clerks shall comply with the County Policy on Driving Vehicles when on County Business.

**Section 9. Paternity/Maternity Leave**

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

**ARTICLE 19  
LEAVE OF ABSENCE**

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.

Military Family Leave Entitlements – Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks to care for a covered service member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employees take FMLA leave to

care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definitions of "serious health condition."

#### 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.).

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.

It shall be unlawful for any supervisor to interfere with, restrain, or deny the exercise of any right provided under the FMLA, including discharging or discriminating against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

(B) Non-FMLA 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 non-FMLA 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) 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.

(D) 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.

(E) 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. Family Medical Leave time shall run concurrent with workers compensation leave for an employee's job-related injuries or illnesses.

(F) 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. It is understood that if a Deputy Clerk on an approved FMLA leave has accrued a minimum of three (3) weeks of vacation per year, then that Deputy Clerk may reserve upon request up to a one (1) week block of vacation for later use in accordance with the agreement.

Extended Leave of Absence – Any leave over 12 work weeks in duration, except leave to care for a qualified service member, is considered an extended leave of absence. An employee needing to be off work for more than 12 consecutive work weeks must petition the department head for an extended leave, which may be granted at the department head's discretion based upon the operational needs of the department. Employees in this extended period must contact their department head at least 30 calendar days prior to their expected return to work.

Healthcare Coverage During a Leave of Absence – During any approved leave, the County will maintain the employee's health coverage under any group health plan on the same terms as if the employee had continued to work. If the employee is not receiving any pay from the County while on leave, the employee must pay their portion of health insurance coverage each month.

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

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

#### PROCEDURE

- (1) A "Request for Leave of Absence" form should be completed by the employee defining the reason for the leave, its duration, and the amount of vacation, sick pay, and if applicable, compensatory time to be used during the leave (if any).
- (2) This request should be submitted to the supervisor or department head, who after recommending approval or disapproval distributes the form according to the routing indicated.

#### **IMRF Leave of Absence and Disability Benefits**

- (A) Deputy Clerks who have a medical certification of a disability which may extend for thirty (30) calendar days or more could be eligible for disability benefits under the Illinois Municipal Retirement Fund. To be eligible, a Deputy Clerk must have twelve (12) months or more of service credit with IMRF. Pregnancy is included as a disability under IMRF if the Deputy Clerk is eligible and claims should be submitted in the same manner as other disability claims. The Kane County Human Resource Department should be contacted for the forms for application.
- (B) Deputy Clerks participating under IMRF and on a leave of absence without pay from the County Clerk's Office or disability pay under IMRF (i.e., family illness, placement leave) will not be protected for death or disability benefits during the unpaid period. Before the leave of absence begins, Deputy Clerks should file with IMRF a Benefit Protection Leave of Absence Authorization (forms are available in the Kane County Human

Resource Department). Death and disability benefits are reinstated immediately upon returning to work. Deputy Clerks may establish service credits for retirement (not to exceed twelve (12) months) for this leave by paying the Deputy Clerk contributions which would have been paid if actually working plus interest. The County Board must approve the acceptance of employer paid IMRF obligations.

### **Workers' Compensation**

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

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

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

### **Jury Duty**

Leave shall be granted to Deputy Clerks who are called to jury duty or are required to be absent from work because of subpoena from any legislative, judicial, or administrative tribunal. Time away from work with pay shall be granted for such purposes. All compensation received for court or jury shall be remitted by the Deputy Clerk to the County Auditor, to be returned to the County Treasurer from which the original payroll warrant was drawn. The County Clerk feels that by volunteering to appear as a witness, a Deputy Clerk may create the impression that the County favors

one litigant to the detriment of the other. Therefore, to avoid any suspicion of favoritism, County Deputy Clerks are instructed not to appear as a witness unless properly subpoenaed.

### **Bereavement Leave**

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

### **Deputy Clerk Blood Donation**

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

## **ARTICLE 20 UNION RIGHTS**

### **Section 1. Union Activity During Working Hours**

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

### **Section 2. Access to Premises by Union Representatives**

The Employer agrees that local representatives and Officers and AFSCME staff representatives shall have reasonable access to non-work areas of the premises of the Employer, giving at least two (2) hours notice prior to arrival to the County Clerk or her designee. The notice shall provide the purpose of the visit and the approximate length of time of the meeting. Such visitations shall be for the reason of the administration of this Agreement and shall not interfere with the operations of the County Clerk's Office. Only in emergency situations and only with the County Clerk's approval, Union staff representatives or Local Union representatives may call a meeting during work hours to prevent, resolve or clarify a problem.

### **Section 3. Time Off for Union Activities**

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

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

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

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

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

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

### **Section 6. Union Orientation**

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

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

### **Section 7. Distribution of Union Literature**

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

### **Section 8. Union Space on Premises**

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

**Section 9. Rate of Pay**

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

**ARTICLE 21  
WAGES**

**Section 1. Wage Schedule**

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

**Section 2. Pay Period**

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

**ARTICLE 22  
TEMPORARY ASSIGNMENT**

The Employer may temporarily assign a Deputy Clerk to perform the duties of a higher grade Deputy Clerk/Supervisor. A Deputy Clerk who is assigned to perform a significant number of duties of a higher grade Deputy Clerk/Supervisor for a period of time equivalent to an entire pay period shall be paid the wage of the higher grade Deputy Clerk/Supervisor or their own wage whichever is higher.

Deputy Clerks performing duties of a same grade Deputy Clerk will be paid at their own current salary.

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

**ARTICLE 23  
INSURANCE**

**Section 1. Medical, Vision and Dental Coverage**

- (A) The Employer shall provide comprehensive insurance programs for hospitalization, medical, vision and dental coverage for each covered Deputy Clerk who chooses to participate and their eligible dependents

similar to the coverage which is currently in effect. Plan design changes are included in Appendix C.

- (B) Premium costs are shared by the Deputy Clerk and the County through payroll deduction and a pre-tax deduction Section 125 Plan is available at the time of enrollment. Effective April 1, 2014 the program, based on the Deputy Clerks' selection of plan, shall be shared by the County and bargaining unit Deputy Clerks at the overall rate of eighty-three percent (83%) borne by the County and seventeen percent (17%) borne by the Deputy Clerks. Each covered Deputy Clerk and/or each covered spouse of a Deputy Clerk who enrolled and participate in the County's wellness program (consisting of a blood draw and completion of a health risk assessment) shall each receive the benefit of a reduced Deputy Clerk cost of \$50.00 per month (\$100.00 where both Deputy Clerk and covered spouse are enrolled and participate in wellness).
- (C) The County reserves the right to self insure, change carriers and engage in cost containment measures during the term of this Agreement so long as the benefits and coverages sought are substantially similar to those being currently offered.
- (D) The parties further recognize that while each plan offered by the County may provide for different percentage levels of contributions, the overall contribution rate shall be as set forth in paragraph (b) above. However, the Employer agrees that each plan year the parties will negotiate possible changes in the contribution percentages for each plan. Provided however, the parties recognize the overall contribution rate set forth in paragraph (b) above must be maintained. The parties further understand that any changes in percentages of contributions in these plans must be consistent with sound insurance practices as it relates to the cost relationship of the plans to each other.

## **Section 2. Future Plans**

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

## **Section 3. Life Insurance**

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

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

(A) Retirees

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

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

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

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

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

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

**ARTICLE 24**  
**VACANCIES**

**Section 1. Determination of Vacancies**

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

**Section 2. Posting**

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



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

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

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

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

### **Section 3. Selection**

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

## **ARTICLE 25 SAFETY AND HEALTH**

### **Section 1. General Duty**

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

### **Section 2. Limitation**

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

### **Section 3. Security**

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

**ARTICLE 26**  
**HOURS OF WORK**

**Section 1. Hours/Overtime**

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

**Section 2. General Provisions for All Deputy Clerks**

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

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

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

### **Section 3. Overtime Procedure**

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

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

### **Section 4. Compensatory Time**

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

**Section 5. Call-In Pay**

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

**Section 6. Election Day**

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

**Section 7. Time Recording Device**

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

**Section 8. No Guarantee**

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

**Section 9. Scheduling Practices**

Where a permanent change in the normal work schedule affecting bargaining unit Deputy Clerks is sought by the Employer, except in emergencies, the Employer shall notify the Union concerning such changes within forty five (45) calendar days prior to the effective date of the changes and shall provide an opportunity to discuss said changes with the Union. In addition, the Employer shall notify the affected Deputy Clerks twenty - eight (28) calendar days prior to the change.

**Section 10. Alternative Schedules**

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

**ARTICLE 27**  
**SUBCONTRACTING**

**Section 1. General Policy**

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

**Section 2. Notice and Discussions**

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

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

**ARTICLE 28**  
**MANAGEMENT RIGHTS**

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

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

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

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

## **ARTICLE 29**

### **COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as otherwise provided in this Agreement, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to:

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

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

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

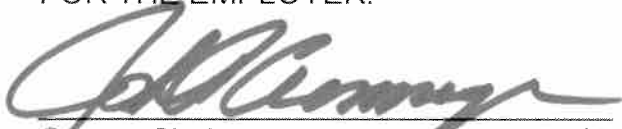
### **ARTICLE 30** **TERMINATION**

This Agreement shall be effective December 1, 2013 and shall continue in full force and effect until midnight November 30, 2017 and thereafter from year to year, unless not more than one hundred twenty (120) days, but not less than sixty (60) days prior to November 30, 2017 or any subsequent November 30 either party gives written notice to the other of its intention to amend or terminate this Agreement.

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

March, IN WITNESS THEREOF, the parties hereto have set their hands this 25<sup>th</sup> day of 2014.

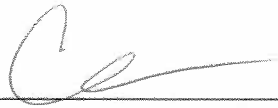
FOR THE EMPLOYER:

  
County Clerk 3-17-14

  
Board Chairman

Dated: 3-25-14

FOR THE UNION:

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

Dated: 3/6/14



## APPENDIX A

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

Effective December 1, 2013, each employee will receive an increase equal to two (2) percent of his/her monthly base pay:

- i) Grade 5 \$21,879 to \$40,491
- ii) Grade 6 \$23,868 to \$44,988

Effective December 1, 2014, each employee will receive an increase equal to two (2) percent of his/her monthly base pay:

- iii) Grade 5 \$21,879 to \$41,301
- iv) Grade 6 \$23,868 to \$45,888

Effective December 1, 2015, each employee will receive an increase equal to two and one-half (2 ½) percent of his/her monthly base pay:

- v) Grade 5 \$21,879 to \$42,334
- vi) Grade 6 \$23,868 to \$47,035

Effective December 1, 2016, each employee will receive an increase equal to two and one-half (2 ½) percent of his/her monthly base pay:

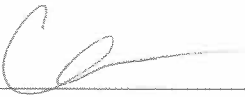
- vii) Grade 5 \$21,879 to \$43,392
- viii) Grade 6 \$23,868 to \$48,211

Memorandum of Understanding

The Employer agrees to meet and discuss Passport staffing issues.

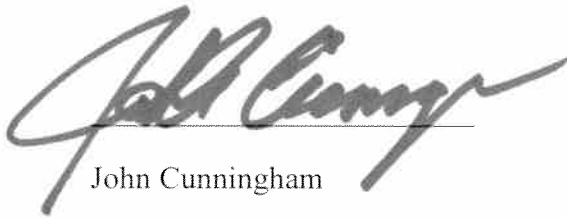
For the Union:

For the Employer:



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Carla Williams



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John Cunningham

Date:

Date:

3/6/14

3-17-14

**APPENDIX C**

**KANE COUNTY  
Changes in Health Plan Features**

Plan Options		Effective January 1, 2014
PPO	Deductible:	
	In Network (Ee/Fam)	\$750/\$2,250
	Out of Network (Ee/Fam)	\$1,500/\$4,500
	Out of Pocket:	
	In Network (Ee/Fam)	\$2,000/\$6,000
	Out of Network (Ee/Fam)	\$4,000/\$12,000
Co Pays:	Physician Office Visits:	
	Primary Care	\$30
	Specialist	\$50
HMO	Co Pays:	
	Physician Office Visits:	
	Primary Care	\$30
	Specialist	\$50
	Rx	
	Generic	\$10 (No Change)
	Formulary Brand	\$40
	Non-Formulary Brand	\$60
		<b>Effective April 1, 2014</b>
	Aggregate Cost Sharing County/Employees	83%/17%