

**AGREEMENT**

**SHERIFF OF KANE COUNTY AND COUNTY OF KANE**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
COUNCIL 31, ON BEHALF OF AND WITH LOCAL 245**

14097

**for Court Security Officers**

**DECEMBER 1, 2005 THROUGH NOVEMBER 30, 2008**

## INDEX

ARTICLE I RECOGNITION .....	1
Section 1.    Unit Description .....	1
Section 2.    New Classifications .....	1
Section 3.    Non-bargaining Unit Personnel .....	1
Section 4.    Short-term Employees .....	2
Section 5.    Abolition, Merger or Change of Job Classification .....	2
Section 6.    Job Audit/Reclassification .....	2
ARTICLE II PROBATIONARY EMPLOYEES .....	2
ARTICLE III SAVINGS CLAUSE .....	2
ARTICLE IV UNION SECURITY .....	3
Section 1.    Deductions .....	3
Section 2.    Fair Share Deductions .....	3
Section 3.    Religious Exemption .....	3
Section 4.    Notice and Appeal .....	4
Section 5.    Indemnification .....	4
ARTICLE V INDEMNIFICATION .....	4
ARTICLE VI NON-DISCRIMINATION .....	4
Section 1.    Prohibition Against Discrimination .....	4
Section 2.    Union Membership or Activity .....	4
Section 3.    Equal Employment/Affirmative Action .....	4
ARTICLE VII NO STRIKE OR LOCKOUT .....	4
Section 1.    No Strike Commitment .....	4
Section 2.    Performance of Duty .....	5
Section 3.    Resumption of Operations .....	5
Section 4.    No Lockout .....	5
ARTICLE VIII SENIORITY .....	5
Section 1.    Definition .....	5
Section 2.    Loss of Seniority .....	5
Section 3.    Seniority List .....	6
Section 4.    Seniority While on Leave .....	6
ARTICLE IX LAYOFF AND RECALL .....	6
Section 1.    Procedure for Layoff .....	6
Section 2.    Procedure for Recall .....	7
Section 3.    Notice .....	7
ARTICLE X GRIEVANCE PROCEDURE .....	8
Section 1.    Grievance .....	8
Section 2.    Grievance Steps .....	8
Section 3.    Time Limits .....	10
Section 4.    Time Off, Meeting Space and Telephone Use .....	10
Section 5.    Advanced Grievance Step Filing .....	11
Section 6.    Pertinent Witnesses and Information .....	11

Section 7.	Grievance Procedure Re-Opener .....	11
ARTICLE XI	DISCIPLINE AND DISCHARGE .....	11
Section 1.	Discipline and Discharge .....	11
Section 2.	Limitation.....	12
Section 3.	Pre-Disciplinary Meeting.....	12
Section 4.	Investigative Interviews.....	12
Section 5.	Removal of Discipline .....	13
Section 6.	Limitation of the Grievance Procedure.....	13
Section 7.	Merit Commission .....	13
Section 8.	Suspension Day Defined.....	13
Section 9.	Limitation of the Suspension Period.....	13
ARTICLE XII	PERSONNEL FILES .....	13
Section 1.	Personnel Files.....	13
Section 2.	Inspection.....	14
Section 3.	Notification .....	14
Section 4.	Limitation on Use of File Material .....	14
Section 5.	Personnel Record Correction .....	14
ARTICLE XIII	EMPLOYEE DEVELOPMENT & TRAINING .....	14
Section 1.	Orientation .....	14
Section 2.	Time Off.....	15
ARTICLE XIV	LABOR-MANAGEMENT COMMITTEE.....	15
Section 1.	Labor Management Conferences .....	15
Section 2.	Integrity of Grievance Procedure.....	15
Section 3.	Union Representative Attendance.....	15
Section 4.	List of Union Stewards .....	16
ARTICLE XV	HOLIDAYS .....	16
Section 1.....		16
Section 2.....		16
Section 3.....		16
Section 4.....		16
Section 5.....		16
Section 6.....		16
ARTICLE XVI	VACATIONS .....	17
Section 1.	Accrual.....	17
Section 2.	Use .....	17
Section 3.	Vacation Schedules.....	17
Section 4.	Vacation Periods Scheduled by Seniority.....	18
Section 5.	Holidays .....	18
Section 6.	Separation Pay .....	18
Section 7.	Vacation Checks.....	19
ARTICLE XVII	SICK AND FUNERAL LEAVE POLICY .....	19
Section 1.....		19
Section 2.	Short-Term Sick Leave/Personal Day Accumulation.....	19

Section 3.	Short-Term Sick Leave/Personal Day Utilization .....	19
Section 4.	Unused Short-Term Sick Leave/Carry Over and Payment at Termination 19	
Section 5.	Sick or Funeral Leave Earned Previous to December 1, 1989 .....	20
Section 6.	Extended Sick Leave Accumulation .....	20
Section 7.	Extended Sick Leave Utilization .....	20
Section 8.	Payment for Unused Extended Sick Leave.....	20 <del>21</del>
Section 9.	Funeral Pay .....	21
ARTICLE XVIII MISCELLANEOUS PROVISIONS .....		21
Section 1.	Use of Masculine Pronoun.....	21
Section 2.	Definition .....	21
Section 3.	Notification of Leave Balance .....	21
Section 4.	Evaluations.....	21
Section 5.	Copies of the Agreement .....	21 <del>22</del>
Section 6.	Meeting Place.....	22
Section 7.	Job Descriptions.....	22
ARTICLE XIX LEAVES OF ABSENCE.....		22
Section 1.	Policy .....	22
Section 2.	Eligibility .....	22
Section 3.	Types of Leaves of Absence .....	23
Section 4.	Controls and Rules During a Leave .....	24
Section 5.	Procedure .....	24
Section 6.	IMRF Leave of Absence Authorization and Disability Benefits.....	25
Section 7.	Worker's Compensation .....	25
Section 8.	Jury Duty.....	26
ARTICLE XX UNION RIGHTS.....		26
Section 1.	Union Activity During Working Hours .....	26
Section 2.	Access to Premises by Union Representatives .....	26
Section 3.	Time Off for Union Activities .....	26
Section 4.	Union Bulletin Boards .....	27
Section 5.	Information Provided to Union.....	27
Section 6.	Union Orientation .....	27
Section 7.	Distribution of Union Literature .....	27
Section 8.	Union Meetings on Premises .....	27
Section 9.	Rate of Pay.....	27 <del>28</del>
ARTICLE XXI WAGES .....		28
Section 1.	Wage Schedule.....	28
Section 2.	Pay Period .....	28
Section 3.	Uniform Allowance .....	28
Section 4.	Other Pay Provisions.....	28
Section 5.	Foreign Language Pay Re-Open.....	28 <del>29</del>
ARTICLE XXII OUT OF TITLE WORK.....		29
ARTICLE XXIII INSURANCE.....		29
Section 1.	Medical, Vision and Dental Coverage.....	29

Section 2.	FUTURE PLANS .....	2934
Section 3.	INSURANCE PARITY CLAUSE.....	2934
Section 4.	LIFE INSURANCE .....	3034
Section 5.	INSURANCE RE-OPENER.....	3034
ARTICLE XXIV VACANCIES.....		3032
Section 1.	Determination of Vacancies.....	3032
Section 2.	Posting.....	3032
Section 3.	Selection.....	3032
ARTICLE XXV SAFETY AND HEALTH .....		3132
Section 1.	General Duty.....	3132
Section 2.	Limitation.....	3133
Section 3.	VDT/Radar.....	3133
Section 4.	Safety Committee.....	3133
ARTICLE XXVI HOURS OF WORK.....		3133
Section 1.	Hours/Overtime.....	3133
Section 2.	General Provisions for All Employees .....	3233
Section 3.	Scheduling Practices .....	3234
Section 4.	Overtime Procedure .....	3234
Section 5.	Compensatory Time.....	3234
Section 6.	Scheduling of Single Vacation Days and Compensatory Time.....	3334
ARTICLE XXVII SUBCONTRACTING .....		3335
Section 1.	General Policy.....	3335
Section 2.	Notice and Discussion.....	3335
ARTICLE XXVIII MANAGEMENT .....		3435
ARTICLE XXIX COMPLETE AGREEMENT AND MAINTENANCE OF STANDARDS .....		3536
Section 1.	Complete Agreement .....	3536
Section 2.	Maintenance of Standards.....	3537
ARTICLE XXX DURATION .....		3537
ARTICLE XXXI TERMINATION.....		3537
APPENDIX A.....		3739
APPENDIX B .....		3840

## ARTICLE I 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 for the following unit:

All full-time and part-time Court Security Officers. Excluded: Chief of Court Security, Court Security Supervisor and all other supervisory, managerial and confidential employees and all other employees excluded by the Illinois Public Employees Labor Relations Act and all employees within any existing collective bargaining units.

### Section 2. New Classifications

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

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

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

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

### Section 3. Non-bargaining Unit Personnel

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

**Section 4. Short-term Employees**

The Sheriff may continue to utilize the services of student interns or short-term employees to assist and supplement bargaining unit work in accordance with past practice and the Illinois Labor Relations Act.

**Section 5. Abolition, Merger or Change of Job Classification**

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

**Section 6. Job Audit/Reclassification**

Any employee who believes that he/she is performing work outside his/her job description shall be granted a job audit on the work being performed. A written request for a job audit or reclassification will be submitted through the Union and a written decision returned by management within 60 days. If the job audit creates a reclassification for that employee, the affected employee(s) shall receive any retroactive increase in pay that was created by the reclassification.

**ARTICLE II  
PROBATIONARY EMPLOYEES**

Employees shall be "probationary employees" for one (1) year. No matter concerning the discipline, layoff, transfer or termination of a probationary employee shall be subject to the grievance and arbitration procedures. A probationary employee shall have no seniority except as otherwise provided in this Agreement, until he/she has completed his/her probationary period. Upon completion of his/her probationary period, he/she will acquire seniority from his/her date of hire.

**ARTICLE III  
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 IV**  
**UNION SECURITY**

**Section 1. Deductions**

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

- a. Union membership dues, assessments, or fees;
- b. Union sponsored credit union contribution or other union sponsored programs;
- c. P.E.O.P.L.E. contributions.

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

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law and shall be remitted each payday to AFSCME Council 31 at 615 South Second Street, P.O. Box 2328, Springfield, IL 62705-2328, along with a list of bargaining unit employees' and union members' names 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**

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate 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 employees and shall be remitted each payday 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 employee's share shall not exceed dues uniformly required to Union members.

**Section 3. Religious Exemption**

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



**Section 4. Notice and Appeal**

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

**Section 5. Indemnification**

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

**ARTICLE V  
INDEMNIFICATION**

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

**ARTICLE VI  
NON-DISCRIMINATION**

**Section 1. Prohibition Against Discrimination**

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

**Section 2. Union Membership or Activity**

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

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

The parties recognize the Employer's obligation to comply with federal and state Equal Employment and sex discrimination laws applicable to the Sheriff.

**ARTICLE VII  
NO STRIKE OR LOCKOUT**

**Section 1. No Strike Commitment**

Neither the Union nor any bargaining unit employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slowdown, or the concerted interference with the full, faithful and proper performance of the duties of employment with the

Sheriff during the term of this Agreement. No bargaining unit employee shall refuse to cross any picket line, by whomever established.

**Section 2. Performance of Duty**

It is recognized that employees covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes which may arise within the County. The Union agrees that no disciplinary action or other action will be taken by the Union against any employee or employees covered by this Agreement by reason of any such action or conduct in the line of duty.

**Section 3. Resumption of Operations**

In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

**Section 4. No Lockout**

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

**ARTICLE VIII**  
**SENIORITY**

**Section 1. Definition**

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

a. County-wide Seniority means an employee's uninterrupted employment with the County since their last date of hire as listed in Appendix A.

b. Classification Seniority means the length of uninterrupted employment an employee has in their current classification. Where employees have the same classification seniority date, any such tie shall be broken at the time of hire or promotion by drawing lots.

c. Office Seniority means the length of uninterrupted employment an employee has in the Sheriff's Office.

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

**Section 2. Loss of Seniority**

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

1. He/she resigns or quits by giving an official letter of resignation.

2. He/she is discharged for just cause unless reversed through the Grievance or Arbitration Procedure or the Merit Commission, whichever is applicable.
3. He/she retires.
4. He/she does not return to work from layoff or authorized leave of absence within ten (10) calendar days after being notified by certified mail to return.
5. He/she has been on layoff for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is greater.
6. Accepts "gainful employment" that is inconsistent with the purpose of the authorized leave while on an approved leave of absence from the Sheriff's Office.

**Section 3. Seniority List**

The Sheriff and Union have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. The initial agreement is attached hereto as Exhibit A and made a part thereof.

**Section 4. Seniority While on Leave**

Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence beyond three months except for authorized leave due to circumstances beyond the control of the employee such as medical leave, military leave, etc.

**ARTICLE IX  
LAYOFF AND RECALL**

**Section 1. Procedure for Layoff**

1. When employees are removed from a classification for the purpose of reducing the work force of that classification, the employee with the least seniority in the affected classification and bargaining unit shall be removed first. For the purpose of this Article persons of different rank shall be considered to be in separate classifications.

2. A removed employee shall be transferred, conditioned upon being qualified to perform the work available in the following order or priority:

- a. To a vacancy, if any, in another classification in the same pay grade within the same bargaining unit;
- b. To replace an employee with less seniority, if any, in another classification in the same pay grade within the same bargaining unit;

- c. To a vacancy, if any, in a classification assigned to the next lower pay grade with the same bargaining unit;
- d. To replace an employee with less seniority, if any, in a classification assigned to the next lower pay grade within the same bargaining unit.

3. A removed employee not transferred as provided in 2 above shall have the procedure set forth in 2c above applied to classifications assigned to each succeeding next lower pay grade until he/she is transferred or laid off.

4. The procedure set forth in 2 and 3 above shall be applied for an employee who is replaced as a result of the application of the above procedure until he/she is transferred or laid off.

5. In applying the procedures set forth in 2, 3, and 4 above, a removed or replaced full-time employee shall be transferred to another full-time position. A removed or replaced part-time employee shall be transferred to either a full-time or part-time position.

6. In applying the above procedures, full-time probationary employees shall be removed from the affected classification or replaced, as the case may be, prior to removing or replacing full-time, non-probationary employees, and part-time probationary employees shall be removed or replaced prior to removing or replacing part-time, non-probationary employees.

7. Temporary employees shall be laid off prior to the layoff of any full-time or part-time employees.

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

An employee with seniority who has been laid off or transferred as a result of a layoff shall be recalled to work, conditioned upon ability to perform the work available, in accordance with the reverse application of the procedure for layoff. Recall rights shall continue for two (2) years after an employee has been laid off. No new employees at all shall be hired until all employees on layoff desiring to return to work shall have been given the opportunity to return to work.

In the event of recall, eligible employees shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Sheriff of their current address. Upon receipt of the notice of recall, employees shall have five (5) working days to notify the Sheriff of their acceptance of the recall. The employee shall have five (5) working days thereafter to report to duty.

## **Section 3. Notice**

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

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

**ARTICLE X**  
**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 an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). Either party may have the grievant or one grievant representing group grievant present at any step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group. Nothing in this Article is designed to alter a superior officer's duties in the chain of command.

Business days shall include the weekdays of Monday through Friday, excluding holidays or other days the Sheriff's Office administrative functions are closed.

**Section 2. Grievance Steps**

**Step 1. Immediate Supervisor**

The Employee and/or the Union shall orally raise the grievance with the employee's supervisor who is outside the bargaining unit. The employee shall inform the supervisor that this discussion constitutes the first step of the grievance procedure. All grievances must be presented not later than ten (10) business days from the date the grievant became aware of the occurrence giving rise to the complaint. The immediate supervisor shall render an oral response to the grievance within ten (10) business days after the grievance is presented. If the oral grievance is not resolved at Step 1, the immediate supervisor shall sign the written statement of grievance prepared for submission at Step 2 acknowledging discussion of the grievance. In those circumstances where securing the signature of the first level supervisor who is physically not available to sign would have adversely affected a timely submittal to the second level, the grievance will be submitted to the second level without such signature. A copy of the grievance shall subsequently be provided to the first level supervisor for such signature. The parties recognize that variations from the immediate supervisor, where mutually agreeable, may exist. The Union is entitled to be present at any grievance meeting and any grievance settlement should not conflict with this Contract.

**Step 2. Bureau Commander**

In the event the grievance is not resolved in Step 1, it shall be presented in writing by the Union to the appropriate Bureau Commander or his/her designee within five (5) business days from the receipt of the answer or the date such answer was due, whichever is earliest. Within five (5) business days after the grievance is presented to Step 2, the Bureau Commander shall render a written answer to the grievant and provide a copy of such answer to the Union. The written grievance shall be on an agreed form which shall be provided by the Employer in

adequate amounts to the Union. 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.

### **Step 3. Sheriff**

If the grievance is still unresolved, it shall be presented by the Union to the Sheriff or his/her designee in writing within five (5) business days after receipt of the Step 2 response or after the Step 2 response is due, whichever is earliest, or within five (5) business days after the Step 1 response, or after Step 1 response is due, if Step 2 is not applicable.

Within five (5) business days after receipt of the written grievance the parties shall meet or hold other discussions in an attempt to solve the grievance unless the parties mutually agree otherwise. The Sheriff or designee shall give his/her written response within five (5) business days following the meeting.

If no meeting is held, the Sheriff or his/her designee shall respond in writing to the grievance within five (5) business days of receipt of the grievance.

### **Step 4. Arbitration**

If the grievance is still unsettled, and the Union wishes to proceed to arbitration, the grievance must be presented to arbitration within fifteen (15) business days after the receipt of the Step 3 response or the date the response was due, whichever is earlier. The Union shall notify the Sheriff in writing of the intent to go to arbitration.

Upon request of either party, the parties may meet within ten (10) business days after receipt of the Step 3 response or the date the response was due for the purpose of conducting a pre-arbitration conference to attempt to resolve the grievance prior to requesting arbitration.

If arbitration is requested, representatives of the Sheriff and the Union shall meet to select an arbitrator. If the parties are unable to agree on an arbitrator within the five (5) business days, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of three (3) arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Sheriff and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Sheriff and Union representatives and shall be notified of the issue where mutually agreed by the parties.

### **Arbitration Procedures**

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

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or 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 or subtract from the provisions of the Agreement.

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

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

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

### **Section 3. 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 their working hours to investigate and process grievances. A grievant who is called back on a different shift or on his/her day off as a result of the Sheriff scheduling a grievance meeting shall have such time spent in the meeting considered as time worked. Witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation. No employee or Union representative shall leave his/her work to investigate, file or process grievances without first notifying and receiving permission from his/her supervisor or designee as well as the supervisor of any unit to be visited, and such permission shall not be denied unreasonably. Employees attending grievance meeting shall normally be those having direct involvement in the grievance.

b. Meeting Space and Telephone Use: Upon request, the employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance; and, upon prior general approval, shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances. Such use shall not include any long distance or toll calls at the expense of the Employer.

**Section 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 request shall not be unreasonably denied, and shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials. This paragraph is not applicable to Step 1 of the grievance procedure. Requests made pursuant to this section by the Union may only be initiated by the Union President of his designee.

**Section 7. Grievance Procedure Re-Opener**

The parties agree, during the term of this Agreement, that the technical language of this Article may be modified based on agreements reached by the Sheriff in negotiations with other bargaining units.

**ARTICLE XI**  
**DISCIPLINE AND DISCHARGE**

**Section 1. Discipline and Discharge**

The parties recognize the principles of progressive and corrective discipline.

Disciplinary action or measures shall include the following:

1. Oral Reprimand
2. Written Reprimand
3. Suspension (notice to be given in writing)
4. Demotion (notice to be given in writing)



5. Discharge (notice to be given in writing)

Disciplinary action may be imposed upon an employee only for just cause.

If the Sheriff has reason to reprimand an employee, it shall be done in a discrete manner that will not embarrass the employee before other employees or the public.

Employees must sign for receipt of oral and written reprimands but the signature does not indicate that employees are in agreement with the discipline.

**Section 2. Limitation**

The Sheriff's agreement to use progressive and corrective disciplinary action does not prohibit the Sheriff in any case from imposing discipline which is commensurate with the severity of the offense. The Sheriff shall notify both the employee and Union of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

**Section 3. Pre-Disciplinary Meeting**

For discipline other than oral and written reprimands, prior to imposing the contemplated discipline on the employee, the Sheriff or his/her designee shall meet with the employee involved and inform the employee of the contemplated discipline and the reason thereof. The employee shall be informed of his contract rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Union representative shall be available within twenty four (24) hours of notification. If the employee does not request Union 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.

**Section 4. Investigative Interviews**

Where the Sheriff or his designee desires to conduct an investigative interview of an employee where the results of the interview might result in discipline, the Sheriff agrees to first inform the employee that the employee has a right to Union representation at such interview. If the employee desires such Union representation, no interview shall take place without the presence of a Union representative. The role of the Union representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non active participant at any and all such meetings provided that a Union representative is available within 24 hours notice from Sheriff to the Union.

**Section 5. Removal of Discipline**

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

**Section 6. Limitation of the Grievance Procedure**

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

**Section 7. Merit Commission**

The discipline of Court Security employees shall, as an alternative to review by the Merit Commission, be subject to review by the provisions of Step Three of the Grievance Procedure. Within the time provided for in Step Four of the Grievance Procedure for appealing the decisions of the Sheriff, the Union may file a request for arbitration under the provisions of Step Four of the Grievance Procedure. If no such request is made, then the employee shall be deemed to have elected to proceed under the terms of the rules of the Merit Commission. The provisions of this section apply to only suspensions, demotions, and discharges, except that the provisions of Step 4 of the Grievance Procedure shall not apply to suspensions of two days or less up to three times not to exceed five days cumulatively in any twelve month period.

**Section 8. Suspension Day Defined**

A suspension day is a twenty-four hour period during which an employee was scheduled to work a regular tour of duty but has been ordered not to report for duty. If the suspension is administrative in nature, the employee will be paid for the time as if he or she had worked. If the suspension is disciplinary in nature, the employee will have his or her pay docked the appropriate amount.

**Section 9. Limitation of the Suspension Period**

During any suspension period, defined as the period between the first and final actual suspension days (inclusive), an employee may not work for paid overtime, providing the duration of the suspension period is not more than four times the number of actual suspension days. The suspension period shall start not more than 15 days from the date of the pre-disciplinary hearing.

**ARTICLE XII  
PERSONNEL FILES**

**Section 1. Personnel Files**

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

**Section 2. Inspection**

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

- a. Such an inspection shall occur within two business days following receipt of the request. The Sheriff or his 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 employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein;
- d. Upon written authorization by the requesting employee, that employee may have a representative of the Union present during such inspection;
- e. Pre employment information, such as reference reports, credit checks or information provided the Sheriff with a specific request that it remain confidential, shall not be subject to inspection or copying.
- f. An employee may not place any type of document into the personnel files maintained by the Sheriff without permission, except pursuant to the Illinois Employee Personnel Record Review Act.

**Section 3. Notification**

Employees shall be given notice by the Sheriff 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 Sections 1 and 2 above, shall not be used in any manner or any forum adverse to the employee's interest.

**Section 5. Personnel Record Correction**

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

**ARTICLE XIII**  
**EMPLOYEE DEVELOPMENT & TRAINING**

**Section 1. Orientation**

The Sheriff and the Union recognize the need for the training and development of employees in order that services are efficiently and effectively provided and employees are

afforded the opportunity to develop their skills and potential. In recognition of such principle the Sheriff shall endeavor to provide employees with reasonable orientation with respect to current procedures, forms, methods, techniques, materials, and equipment normally used in such employees' work assignments and periodic changes therein, including, where available and relevant to such work, procedural manuals.

**Section 2. Time Off**

If, because of changes in certification, accreditation or licensure, employees are required by the Sheriff to take courses so as to retain their present position classification, such employees shall be granted reasonable time for such without loss of pay.

**ARTICLE XIV**  
**LABOR-MANAGEMENT COMMITTEE**

**Section 1. Labor Management Conferences**

The Union and the Sheriff mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Sheriff. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a labor management conference and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

- a. Discussion of the implementation and general administration of this Agreement.
- 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 Sheriff which may affect employees.

The Sheriff and the Union agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be maintained for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties, both parties agree to meet on the first payday of the months of January, April, July and October, unless mutually agreed otherwise.

**Section 2. Integrity of Grievance Procedure**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure.

**Section 3. Union Representative Attendance**

When absence from work is required to attend labor management conferences, employees shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. The first supervisor outside the bargaining unit

shall approve the absence except in emergency situations. On duty employees attending such conferences shall be limited to one per bargaining unit during time issues affecting the unit(s) are discussed and one representative for the local.

**Section 4.**     **List of Union Stewards**

The Union shall provide a current list of stewards to the Sheriff upon the signing of this contract and shall provide an updated list whenever there is a change.

**ARTICLE XV**  
**HOLIDAYS**

**Section 1.**

All employees shall receive holidays approved annually by the Chief Judge for court-related offices of Kane County.

**Section 2.**

Permanent full-time employees shall receive a full day's pay for the scheduled holiday.

**Section 3.**

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

**Section 4.**

To qualify for holiday pay, an employee must be in paid status the day preceding and following the holiday.

**Section 5.**

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

**Section 6.**

Except as otherwise set forth in this Article, employees shall not be scheduled or called in to work on holidays. In the event they are called in to work on a holiday, employees shall be paid at their regular rate of pay and receive an accumulated paid holiday off to be taken at a later date in accordance with classification seniority.

**ARTICLE XVI**  
**VACATIONS**

**Section 1. Accrual**

All employees shall earn paid vacation in accordance with the schedule below. Part time employees shall receive vacation time proportionate to the average hours worked. Employees shall accumulate vacation based on countywide seniority. Accrual and use of vacation time is based on the fiscal year, December 1 through November 30.

1. From hire date through the end of the fiscal year, vacation time is earned at a rate of .833 days per month ( $.833 \times 12 = 10$ ) to determine the number of vacation days accrued for the following fiscal year. Any fraction of accrued vacation days will be converted to the nearest whole day using standard mathematical rounding (.49 or lower to be rounded down and .50 and higher to be rounded up). At the start of the second fiscal year following an employee's start date to five years of service, the employee will receive a total of ten (10) vacation days during that fiscal year. Vacation time is earned at a rate of .833 days per month ( $.833 \times 12 = 10$ ) to determine the number of vacation days accrued for the following fiscal year.

2. At the completion of four (4) years of service, vacation time is earned at a rate of 1.25 days per month ( $1.25 \times 12 = 15$ ). During the fiscal year in which the employee completes five (5) years of service, the employee will receive five (5) additional vacation days upon the anniversary of his/her hire date. At the start of the fiscal year immediately following the completion of five (5) years of service, the employee will receive a total of fifteen (15) vacation days for use in that fiscal year.

3. At the completion of nine (9) years of service, vacation time is earned at a rate of 1.66 days per month ( $1.66 \times 12 = 20$ ). During the fiscal year in which the employee completes ten (10) years of service, the employee will receive five (5) additional vacation days upon the anniversary of his/her hire date. At the start of the fiscal year immediately following the completion of ten (10) years of service, the employee will receive a total of twenty (20) vacation days for use in that fiscal year.

**Section 2. Use**

Vacation time may be taken in increments of not less than one half (1/2) day at a time subject to accrual as outlined above. Vacation time must be used prior to November 30 of each year or it will be forfeited. In certain extraordinary circumstances, unused vacation time may be carried over if specifically authorized by the Employer. Vacation time that is carried over will be used based on the operational needs of the Office, and must be taken within 60 days.

**Section 3. Vacation Schedules**

Subject to Section 4 and the Sheriff's operating needs, vacations shall be scheduled as requested by the employee.

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

A vacation period will be considered in increments of one or more full week(s) beginning at 0001 Sunday and ending at 2359 Saturday.

If and only if staffing levels are such that there are insufficient weeks in the Sheriff's Office fiscal year (December 1 - November 30) to schedule all weeks of vacation due employees assigned to that division, will more than one employee be allowed to schedule vacation the same week as another employee.

After completion of the shift bid process, the supervisor who is outside the bargaining unit will tally the total number of weeks of vacation due the employees on a shift.

Based on the above statement, the following vacation bid process will be adhered to:

Beginning October 1 and continuing for one month, employees may bid for vacation periods (one or more weeks) based on classification seniority. This will be done by filling in slots on a posted list of weeks in the following fiscal year (December 1 - November 30). When an employee is denied a vacation request during this period, he or she may submit a request for a different vacation period. On November 1, the supervisor who is outside the bargaining unit will review the posted list and finalize the seniority bid vacation lists. Conflicts in scheduling will be resolved in favor of the employee having the greatest classification seniority.

Vacation periods requested other than as described above shall be granted on a first-come first-served basis. Requests will be considered on the basis of calendar date of submission to and confirmed by a supervisor, not by time of day. Employees will be notified in writing as to the number of available vacation slots and the number of uncommitted vacation weeks still held by the employee. It will be up to the employee to submit a request for any of the remaining available weeks or face the loss of vacation time when no open weeks remain in the fiscal year.

If an employee decides to remove his or her name from a scheduled vacation week or weeks, another employee may bid for the open slot and be granted the time based on classification seniority.

Once a vacation is approved and scheduled, the employee will be allowed to take that vacation even if transferred and a scheduling conflict develops.

#### **Section 5. Holidays**

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

#### **Section 6. Separation Pay**

Employees, or his/her estate in case of death, shall be compensated for all unused vacation time already accrued at the time they separate.

**Section 7.** **'Vacation Checks**

Vacation checks will be issued prior to the regular payday if the employee plans to be on vacation a minimum of two (2) workdays before or after payday.

The Sheriff shall upon the employee's request make a written request to the Payroll Department of the Finance Director's office twenty (20) calendar days in advance of the date when the check is needed. The employee will be paid the vacation monies on one of the regular paydays (10<sup>th</sup> or 25<sup>th</sup>) on the regular paycheck, not by separate check.

**ARTICLE XVII**  
**SICK AND FUNERAL LEAVE POLICY**

**Section 1.**

It is the policy of Kane County to provide protection for eligible employees against loss of income because of illness. To ensure that protection, the County has made provisions for both short-term and extended sick leave reserves. All regular full-time and part-time employees are eligible. Part-time employees earn sick leave proportionate to the average number of hours worked. Sick leave pay is based on the employee's regular straight-time rate in effect when the sick leave is taken. An employee may use extended sick leave whenever under the care of a physician.

**Section 2.** **Short-Term Sick Leave/Personal Day Accumulation**

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

**Section 3.** **Short-Term Sick Leave/Personal Day Utilization**

An employee's short-term sick leave credit can be used for personal and family injury or illness, maternity, doctor and dentist appointments or personal days. Such leave may be used in increments of no less than one-half (1/2) day at a time. Vacation pay cannot be substituted for short-term sick pay.

**Section 4.** **Unused Short-Term Sick Leave/Carry Over and Payment at Termination**

Short-term sick leave will not accumulate from year to year. At the end of the sick leave year, all unused short-term sick leave for nonexempt employees will roll over into extended sick leave. Upon termination, nonexempt employees will be expected to pay back any and all short-term sick days used that were not previously earned, at a rate of one day for every quarter not worked. If a nonexempt employee terminates and has unused short-term sick leave, the



employee will be paid at a rate of one day for every quarter worked in the benefit year provided the employee gives fourteen (14) calendar days' written notice to the employee's supervisor.

**Section 5. Sick or Funeral Leave Earned Previous to December 1, 1989**

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

**Section 6. Extended Sick Leave Accumulation**

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

**Section 7. Extended Sick Leave Utilization**

Unlike short-term sick leave, extended sick leave is intended to provide employees with protection during periods when the employee is under a doctor's care at home or is hospitalized. A doctor's slip is required to support the request to utilize extended sick leave, which will then be deducted from accrued time.

An employee may utilize extended sick leave for himself/herself prior to utilizing short-term sick leave if the employee has a serious health condition and is under a doctor's care at home or in the hospital. A doctor's certification is required to support the request for extended sick leave.

Extended sick leave may be used during periods of personal injury, illness or maternity until IMRF disability benefits begin. The IMRF disability benefit is payable after thirty (30) calendar days of disability and is equal to fifty percent (50%) of the employee's average monthly earnings during the preceding twelve (12) months.

**Section 8. Payment for Unused Extended Sick Leave**

No payment for unused extended sick leave is made at termination. Retiring employees under IMRF qualify for up to one year of additional pension service for unused extended sick leave at the rate of one month for every twenty (20) days or fraction thereof. To qualify for this pension credit, the effective date of pension must be within sixty (60) days of termination. This additional pension service credit provision applies solely to employees retiring with an IMRF pension. Converted extended sick leave cannot be used to meet the requirements of a minimum

of eight (8) years for an IMRF pension or thirty-five (35) years for a nondiscounted pension under age sixty (60).

**Section 9. Funeral Pay**

In the event of a death in an employee's immediate family, the employee will be allowed up to three (3) days leave with pay for time actually lost. Immediate family members are defined as including the employee's children (including step and adopted), 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. These days will not be deducted from sick pay. Employees must notify their immediate supervisor of the death, relationship to the deceased and expected time of absence. Any additional time off beyond the three (3) days will be deducted from the employee's unused sick pay.

**ARTICLE XVIII**  
**MISCELLANEOUS PROVISIONS**

**Section 1. Use of Masculine Pronoun**

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

**Section 2. Definition**

Whenever the term Sheriff is used in this Agreement, it shall mean the Sheriff or his authorized officer or agent.

**Section 3. Notification of Leave Balance**

Employees shall be given a statement of leave balances (sick leave, vacation days, holidays, and accumulated compensatory time) on request, but no more than twice annually.

**Section 4. Evaluations**

The Union and the Sheriff encourage periodic evaluation conferences between the employee and his/her supervisor. The written evaluation done once a year by the supervisor shall be discussed with the employee, and the employee shall be given a copy immediately after completion. The employee shall sign the evaluation as recognition of having read it but such signature shall not constitute agreement with the evaluation.

**Section 5. Copies of the Agreement**

Each employee 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 over which the parties have control shall be held in the Sheriff's complex in Kane County, Illinois, unless there is a reasonable basis to hold such meetings, hearings or other proceedings elsewhere.

**Section 7. Job Descriptions**

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

**ARTICLE XIX  
LEAVES OF ABSENCE**

**Section 1. 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 of absence are required when the employee's absence, other than vacation, will extend beyond a two-week period. Leaves are granted based on each individual case and at the discretion of the Sheriff. Leaves of absence are without pay unless the employee is entitled to sick pay, vacation pay or compensatory time. A leave of absence will not be granted for the purpose of trying another job. Failure to return at the end of an approved leave may result in termination.

**Section 2. Eligibility**

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.

Subject to the policy statement above, employees may be eligible for up to 90 calendar days of leave a year which 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 90 calendar days which has not been used during the immediately preceding 12 months.

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

### **Section 3. Types of Leaves of Absence**

a. Family and Medical Leave: Eligible employees may be granted up to 90 calendar days 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 the 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.

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

b. Military Leave: Eligible employees will be granted military leaves with pay up to 15 calendar days annually for active service or special training in the Armed Forces, Illinois National Guard or Naval Militia. If such duty exceeds 15 days in a calendar year, the leave may be extended without pay. Such pay, however, will be reduced by the amount of payment received from the National Guard or Naval Militia for these services. However, when the Armed Forces of the United States of America are engaged in or involved in active hostilities, eligible 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 four 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 without loss of seniority when they are called to leave their positions to enter military service, provided such service does not exceed four years. The 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.

c. Personal Leave: May be granted or denied at the discretion of the Sheriff based on the facts of each individual case. The reason for this type of leave must be of a nature involving a serious family problem, or some similar circumstance. Personal leaves are governed in the same manner as any other type of leave. The guidelines listed under other Sections of this policy must be adhered to in all cases.

d. Educational Leave: May be granted at the discretion of the Sheriff 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 (See Workers' Compensation).

#### **Section 4. Controls and Rules During a Leave**

a. The Sheriff may require that an employee requesting any type of leave designate that accrued sick days, accrued vacation and, if applicable, personal days and compensatory time be used during the 90 calendar day leave of absence.

b. Duration of Leave: The cumulative time off for any type of leave may not be longer than six months.

c. Extended Leave of Absence: Any leave over 90 calendar days in duration is considered an extended leave of absence. Employees in this extended period must contact the Sheriff at least 30 calendar days prior to their expected return to work. Every effort will be made to place the employee returning from an extended leave to the same or substantially similar position.

d. Health Care Coverage During a Leave of Absence: Group hospitalization coverage will continue for up to 6 months. The employee portion of the payment for this coverage must be received in the Payroll Department no later than the 15<sup>th</sup> of each month during the leave of absence. A limited continuation option is available to eligible employees after this period under COBRA, a limited extension of health insurance coverage.

e. Vacation, Sick Pay Benefits 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.

#### **Section 5. 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 and sick pay to be used during the leave (if any).

2. This request should be submitted to the immediate Supervisor, who, after recommending approval or denial, will forward same to the Sheriff via the Division's chain-of-command.

3. A medical certification and/or fitness for duty report is required upon commencing and returning from a family and medical leave or workers' compensation leave. Employees must provide medical certification within 15 calendar days of the request. Medical recertification may be required at the County's expense.

**Section 6. IMRF Leave of Absence Authorization and Disability Benefits**

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

b. Employees participating under IMRF and on a leave of absence without pay from Kane County or disability pay under IMRF (i.e., family illness, placement leave) will not be protected for death or disability benefits during the unpaid period. A Benefit Protection Leave of Absence Authorization should be filed with IMRF before the leave commences. Death and disability benefits are reinstated immediately upon returning to work. Employees may establish service credits for retirement (not to exceed 12 months) for this leave by paying the employee contributions which would have been paid if actually working plus interest. The County Board must approve the acceptance of employer paid IMRF obligations. Forms are available in Human Resources. Leaves of absence may be granted to maintain continuity of service and to protect the employer-employee relationship in instances where unusual circumstances require an employee's absence. Leaves are granted on the assumption that the employee will be available to return to regular employment when the conditions necessitating the leave permit.

**Section 7. Worker's Compensation**

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

a. When an employee suffers an on-the-job injury or exposure, whether or not medical attention is required, a "Report of Injury" form must be completed by the employee and forwarded to both the Insurance Coordinator and up the chain of command to the Bureau Commander as soon as possible.

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 of the employee's wages for lost time at work after a three-day waiting period. If the employee is off work for more than fourteen days because of a job related injury or exposure, then the employee will be compensated for the waiting period. In addition to this partial payment of wages pursuant to the Illinois Workers' Compensation Act (hereinafter referred to as "The Act"), employees with more than one year of service with the County will also receive a minimal amount of disability through IMRF.

The County, in addition to compliance with the Act, shall pay an additional one third of the average weekly wage to employees for the first thirty days that the employee is totally disabled. This is a voluntary payment by the County and by accepting such payments, employees shall recognize and will assist the County in enforcing its subrogation rights.

Nothing in this policy shall be construed as limiting or contravening the Public Employee Disability Act, 5 ILCS 345/1.

**Section 8. Jury Duty**

Court leave shall be granted to employees who are called to jury duty or are required to be absent from work because of subpoena from any legislative, judicial, or administrative tribunal. Time away from work with pay shall be granted for such purposes. All compensation received for court or jury shall be remitted by the employees to the County Auditor, to be returned to the County Treasurer from which the original payroll warrant was drawn. The County feels that by volunteering to appear as a witness, an employee may create the impression that the County favors one litigant to the detriment of the other. Therefore, to avoid any suspicion of favoritism, County employees are instructed not to appear as a witness unless properly subpoenaed.

**ARTICLE XX  
UNION RIGHTS**

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

Employees shall be allowed necessary and reasonable time off with pay during working hours to attend committee meetings, negotiations and other necessary and reasonable activities so long as they have been established by this Agreement, and/or other meetings called or agreed to by the Employer if such employees are entitled or required to attend such meetings by virtue of being participants.

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

The Employer agrees that local representatives and officers and AFSCME staff representatives shall have reasonable access to the premises of the Employer, giving notice upon arrival to the appropriate Employer representative. Such visitations shall be for the reason of the administration of this Agreement. By mutual agreement with the Employer in emergency situations, Union staff representatives or Local Union representatives may call a meeting during work hours to prevent, resolve or clarify a problem.

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

Two Local Union representatives shall be allowed two days off per year or one Union representative four days per year with pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or International conventions. One Local Union Officer from each unit shall be allowed to attend Local Executive Board and Monthly meetings provided such representative shall give reasonably notice to his/her supervisor of such absence and shall be allowed such time off. Any additional Local Union Officers or Executive Board members will be permitted to attend Local Executive Board and Monthly meetings based on operational needs. Time off granted to Local Union Officers to attend Local Executive Board and Monthly meetings shall not exceed two (2) hours unless approved by the Sheriff or his designee.

Such time off shall not be detrimental in any way to the employee's record. Additional time off without pay shall be granted under the conditions as stated in the preceding paragraph.

**Section 4. Union Bulletin Boards**

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

**Section 5. Information Provided to Union**

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

At the request of the Union, the Employer shall furnish the Union a current seniority roster and reemployment lists, applicable under the seniority provisions of this Agreement.

**Section 6. Union Orientation**

Each newly hired bargaining unit employee shall, during the employee's initial instruction and training period, be scheduled at a time mutually agreeable to the parties for an orientation which shall be provided by the Union. The Union orientation period shall be a maximum of one (1) hour, and shall take place during the employee's regular working hours with no loss of pay to the employees involved.

**Section 7. Distribution of Union Literature**

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

**Section 8. Union Meetings on Premises**

The Employer agrees to make available conference and meeting rooms for Union meetings upon prior notification by the designated Union representative, unless to do so would interfere with the operating needs of the Employer, or cause additional cost or undue inconvenience to the Employer. The Sheriff will provide the Union space for a computer outlet, desk and filing cabinet on the premises.

**Section 9. Rate of Pay**

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



**ARTICLE XXI**  
**WAGES**

**Section 1. Wage Schedule**

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix B. The attached wage schedule shall be considered part of this Agreement.

**Section 2. Pay Period**

The salaries and wages of employees shall be paid on the 10<sup>th</sup> and 25<sup>th</sup> of each month. In the event this day is a holiday, the preceding day shall be the payday. The check distributed on the 10<sup>th</sup> includes pay for the period worked between the 16<sup>th</sup> through the last day of the previous month. The check received on the 25<sup>th</sup> includes pay for the period from the 1<sup>st</sup> through the 15<sup>th</sup>. The parties agree the County may adopt a bi-weekly pay period. The Union shall be given reasonable advance notice of the bi-weekly change and shall be given the opportunity to provide input.

**Section 3. Uniform Allowance**

Effective in fiscal year 2006 (December 1, 2005) employees will be given a uniform allowance of \$950. The employees' uniform allowance of \$950 per year to be evenly divided and paid on December first and June first of each year. The employee must complete a one-year probationary period and wait for the subsequent date of issuance prior to receiving uniform allowance. Until an employee receives the uniform allowance, the Sheriff's Office is responsible to supply and repair or replace, if damaged in the line of duty, at no cost to the employee, all items required for a proper uniform.

**Section 4. Other Pay Provisions**

Any employee designated as a Training Officer shall receive an additional \$100 per month in their regular paycheck.

**Section 5. Foreign Language Pay Re-Open**

The parties agree, during the term of this Agreement, if the Sheriff and Union agree to provide foreign language pay in negotiations with other bargaining units, this Agreement may be reopened to negotiate over this subject.

**ARTICLE XXII**  
**OUT OF TITLE WORK**

The Sheriff may temporarily assign an employee to perform the duties of another employee.

Employees who are assigned to perform a significant number of duties of another employee for more than five (5) consecutive working days (counted individually and cumulatively) from the start to the end of the entire period shall be paid the greater of the following:

- a. The pay of the employee whose duties the assigned employee is performing, or
- b. The current pay of the assigned employee, after said five-day period.

**ARTICLE XXIII**  
**INSURANCE**

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

The Employer shall provide a comprehensive insurance program of hospitalization, surgical, medical, vision and dental coverage for each covered employee who chooses to participate and their eligible dependents. Such insurance program shall be incorporated herein by reference into this Agreement and the Summary Plan Document which serves as a general outline of the insurance coverage. The Employer shall pay the full and total premiums without any contributions from the employee except as provided in Appendix C.

**Section 2. FUTURE PLANS**

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

**Section 3. INSURANCE PARITY CLAUSE**

During the term of this Agreement should any other group of employees covered by the County Health Plan receive extra benefit improvements or cost benefits improvements greater than those which appear herein, or which are provided to bargaining unit employees, the bargaining unit employees will be provided with the same benefits or cost benefit improvements. If in the judgment of the Union, such terms or conditions are not more favorable, the Union may request to negotiate with the Employer as provided in Article 23, Section 5.

**Section 4.     LIFE INSURANCE**

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

**Section 5.     INSURANCE RE-OPENER**

Insurance contribution levels and benefit levels in effect for the Sheriff's Office as of the signing of this Agreement shall remain in effect until the parties have fully negotiated over these issues or until these issues are resolved through interest arbitration procedures as set forth in the Illinois Public Labor Relations Act's Impasse Resolution Procedures for Protective Service Units. The re-opener shall be effective each Plan Year.

**ARTICLE XXIV**  
**VACANCIES**

**Section 1.     Determination of Vacancies**

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

**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 10 working days. Temporary vacancies are defined as job vacancies that may periodically develop in any job classification that do not exceed 30 consecutive days. Job openings that remain open more than 30 consecutive days at a time shall not be considered temporary job openings.

Open or available duty assignments will be posted as a courtesy only, whenever possible for a period of ten days prior to the duty assignment being filled.

During this period, employees who wish to apply for the vacant job or duty assignment, including employees on layoff, may do so.

Employees may also submit requests for any duty assignment open to their respective Bargaining Units at any time, whether or not that duty assignment is currently available. These requests will be kept on file in the event the duty assignment later becomes available.

**Section 3.     Selection**

The Sheriff, or his designee, shall be the sole person to select those persons to fill vacancies. Provided, however, in making the selection, the Sheriff or his designee shall give consideration to factors such as seniority, experience, training, proven ability, demeanor, evaluations, and any other evidence brought to the Sheriff's attention which impacts on the criteria which relates to the vacancy.

**ARTICLE XXV**  
**SAFETY AND HEALTH**

**Section 1. General Duty**

The Employer and Union shall cooperate so that the Employer can continue its efforts to provide for a safe working environment, including tools and equipment, for its employees 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 processed to Step III of the Grievance Procedure of this Agreement and will be subject to the Grievance Arbitration procedure.

**Section 3. VDT/Radar**

The Employer and the Union will attempt to keep current with monitoring studies and reports on the effects, if any, of visual display terminals and radar equipment on the health and safety of the operators. The parties also agree to summarize any relevant findings and disseminate them to users.

**Section 4. Safety Committee**

Two (2) employees designated by the Union and two (2) persons designated by the Employer shall comprise a safety committee for the purpose of discussing safety and health issues relating to employees and to recommend reasonable safety and health criteria relating to equipment and facilities. The committee will meet on a reasonable basis at a mutually agreed time. Employees attending a committee meeting will be paid if the meeting is scheduled during an employee's working hours. Formal recommendations of the committee shall be submitted in writing to the Sheriff with a copy to the Union, but shall not be binding upon the Employer or the Union.

**ARTICLE XXVI**  
**HOURS OF WORK**

**Section 1. Hours/Overtime**

a. Workweek/Period - The workweek is a one-hundred and sixty-eight (168) hour period beginning at 0001 hours on Sunday and ending at 2359 hours the following Saturday. The regular hours for the work period shall consist of thirty-five (35) hours beginning at 0001 hours on a designated Sunday and ending seven days later at 2359 hours on Saturday. Effective December 1, 1997, the regular hours for the work period shall consist of forty (40) hours beginning at 0001 hours on a designated Sunday and ending seven days later at 2359 hours on Saturday. Time worked shall be defined according to the Fair Labor Standards Act.

b. Overtime - Overtime is defined as all pre-authorized work in excess of forty (40) hours per work period. Overtime work shall be rounded to the nearest quarter (1/4) hour. Time

spent on sick leave, vacations or authorized leave shall not be considered hours worked in computing overtime. However, holidays and compensatory time off shall be considered hours worked in computing overtime. Overtime shall be paid at the rate of time and one-half an employee's base rate of pay.

**Section 2. General Provisions for All Employees**

a. "The Workday and the Workweek" - The normal workday shall consist of eight (8) consecutive hours to be broken at approximately mid-point by a meal period plus one (1) paid fifteen (15) minute rest period. The normal workweek shall consist of five (5) consecutive workdays followed by two (2) consecutive days off.

b. "Meal Periods": Work schedules shall provide for the workday to be broken at approximately mid point by an uninterrupted forty-five (45) minute meal period for employees who are regularly scheduled to work forty hours per week. They shall then receive one (1) fifteen (15) minute rest period during the last half of their shift. Employees shall have the right to leave the work site for their approved meals and they will notify the Supervisor as to both their departure and arrival in the facility. The Employer will only deny this right when operations would be adversely impacted.

**Section 3. Scheduling Practices**

Appendix A sets forth the scheduling practices that prevail with respect to the length of the normal workweek, starting and quitting times, days off and shifts.

There will essentially be three "shifts," Early Shift (tours of duty beginning prior to 0830), Day Shift (tours of duty beginning at 0830), and Evening Shift (tours of duty beginning at 1400).

Employees will bid for shift preference based on classification seniority once per year or whenever duty assignments are changed as part of a regular rotation of assignment. The annual shift bid process shall be completed prior to the bidding for vacation periods as described in Article 16, Section 4 (October 1). It is required that officers bidding for the Early or Evening Shifts be "Control Room certified."

Bidding does not include "duty assignments," such as Courtroom or Screening duties at the Judicial Center, or assignment to the Juvenile Justice Center, Geneva Courthouse, or Branch Courts.

**Section 4. Overtime Procedure**

Overtime shall be distributed as equally as possible among the employees who normally perform the work in the position classification in which the overtime is needed.

**Section 5. Compensatory Time**

Employees may choose to accumulate compensatory time at the applicable rate. Such compensatory time may accumulate up to two hundred and forty (240) hours per year. After the

maximum accumulation has been reached, overtime in excess of forty (40) hours in a workweek shall be paid in cash at the rate of one and one-half (1-1/2) times the employee's regular rate. All reasonable efforts will be made to accommodate an employee's request to utilize accumulated compensatory time off.

**Section 6. Scheduling of Single Vacation Days and Compensatory Time**

An employee will be guaranteed a single vacation day or compensatory time off if he schedules the day off on or before the 1st day of two full months previous to the month containing the day off requested. For example, an employee submitting a request for a day off in July will be guaranteed that day if the request is submitted before or on the first of May. If the same day has been requested by multiple employees on or before the 1st day previous to the month containing the requested date, approval will be based on classification seniority. Under these provisions, no more than two employees will be granted confirmed time off for a specific day. Employees will be notified of their day off as soon as possible after the first of the month.

Time off requested after the 1st day of two full months previous to the month containing the date in question may be approved on a first come (date of the request) – first served basis. Ties will be broken by seniority. If a guaranteed day off has not already been scheduled for that day, the employer will allow two employees to have the day off and confirm such as requests are made. Additional employees may be granted time off as early as circumstances permit.

**ARTICLE XXVII**  
**SUBCONTRACTING**

**Section 1. General Policy**

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

**Section 2. Notice and Discussion**

Absent an emergency situation, prior to the Employer changing its policy involving the overall subcontracting of work in a bargaining unit area, when such change amounts to a significant deviation from past practice resulting in loss of work of bargaining unit employees, the Employer shall notify the Union 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 employees.

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

**ARTICLE XXVIII**  
**MANAGEMENT**

Except as specifically limited by the express provisions of this Agreement, the Employer retains traditional rights to manage all affairs of the Sheriff'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 County Sheriff's Office;
- b. To supervise and direct employees;
- c. To establish the qualifications for employment and to decide which applicants will be employed;
- d. To establish reasonable work rules and work schedules and to assign work as the Employer deems necessary. Such work rules and schedules shall be posted in a place and manner as mutually agreeable to the Employer and the Union;
- e. To hire, promote, demote, transfer, schedule and assign employees to positions and to create, combine, modify and eliminate positions within the County Sheriff's Office;
- f. To suspend, discharge and take such other disciplinary action against employees for just cause (probationary employees with cause);
- g. To establish reasonable work and productivity standards and, from time to time, amend such standards;
- h. To layoff employees;
- i. To maintain efficiency of County Sheriff'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 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 County Sheriff's Office in emergency situations.

**ARTICLE XXIX**  
**COMPLETE AGREEMENT AND MAINTENANCE OF STANDARDS**

**Section 1. Complete Agreement**

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

- a. any subject matter or matter specifically referred to or covered in this Agreement; and
- b. subjects or matters that arose as a result of the parties' proposals during bargaining but which were not agreed to.

**Section 2. Maintenance of Standards**

The Employer agrees that if during the term of this Agreement, it enters into any new agreement with any union or employee group considered to be a county department providing for increased fringe benefits greater than those provided herein (fringe benefits are defined as health and life insurance, and tuition reimbursement) the Employer shall notify the Union and upon request negotiate with the Union concerning the application of the fringe benefit to the bargaining units. However, it is the intent of the Employer not to provide such increased fringe benefit to other union or County Departments without making the same provisions available to the bargaining units.

**ARTICLE XXX**  
**DURATION**

This Agreement shall be effective December 01, 2005 and shall continue in full force and effect until November 30, 2008, and thereafter from year to year, unless not more than ninety (90) days, but not less than sixty (60) days prior to November 30, 2008 either party gives written notice to the other of its intention to amend this Agreement. In the event that such notice is given, negotiations shall begin as soon as practicable thereafter. This Agreement shall remain in full force and be effective during the period of negotiations.

**ARTICLE XXXI**  
**TERMINATION**

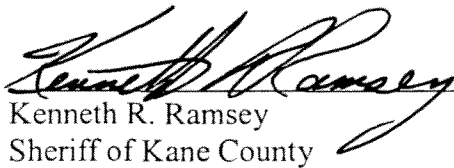
This Agreement shall be effective and continue in full force and effect until midnight November 30, 2008 and thereafter from year to year, unless not more than ninety (90) days, but not less than sixty (60) days prior to November 30, 2008 or any subsequent November 30 either party gives written notice to the other of its intention to amend or terminate this Agreement.

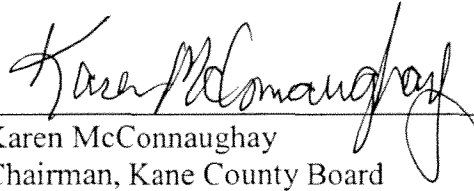


In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph. The Agreement shall remain in force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

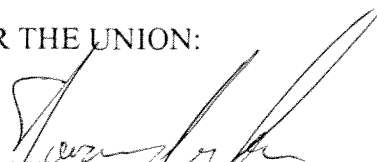
IN WITNESS THEREOF, the parties hereto have set their hands this 24 day of May, 2006.


FOR THE EMPLOYER:

  
Kenneth R. Ramsey  
Sheriff of Kane County

  
Karen McConnaughay  
Chairman, Kane County Board

FOR THE UNION:

  
Norman Neely, Staff Representative of the  
American Federation of State, County and  
Municipal Employees, Council 31 on Behalf  
of Local 245

  
Richard Franks, President Local Court Security

APPENDIX A

**COURT SECURITY DIVISION**

Distribution of Deputies for  
Kane County Courts

Judicial Center

Main Entrance Security	07:30 a.m. - 15:30 p.m.	4 Deputies
Facility Security Staff	08:30 a.m. - 16:30 p.m.	18 Deputies
Building Control Unit	06:30 a.m. - 14:30 p.m.	1 Deputy
Evening Shift Security Staff	14:00 p.m. - 22:00 p.m.	2 Deputies
Evening Shift Building Control	14:00 p.m. - 22:00 p.m.	1 Deputy

Geneva Courthouse

Facility Security Staff	08:30 a.m. - 16:30 p.m.	3 Deputies
-------------------------	-------------------------	------------

Aurora Branch Court

Courtroom Security Staff	08:30 a.m. - 16:30 p.m.	1 Deputy
--------------------------	-------------------------	----------

Elgin/Carpentersville Branch Courts

Courtroom Security Staff	08:30 a.m. - 16:30 p.m.	1 Deputy
--------------------------	-------------------------	----------

Juvenile Justice Center

Facility Security Staff	08:30 a.m. - 16:30 p.m.	<u>2 Deputies</u>
-------------------------	-------------------------	-------------------

**Total Staff Allocation**      33 Deputies

APPENDIX B

Effective 12/1/05

<u>Starting Salary</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
\$2,128	\$2,271	\$2,423	\$2,585

Effective December 1, 2005, Court Security Officers shall remain at the same step level which was in effect for them on December 1, 2005 and shall be paid in accordance with the above step plan. **If out of the step plan, employees shall receive a three and one-half percent (3½%) increase.**

Effective December 1, 2006, Court Security Officers shall receive a one-step increase, or if out of the step plan, receive a three and one-half percent (3½%) increase.

Effective December 1, 2007, Court Security Officers shall receive a one-step increase, or if out of the step plan, receive a three and one-half percent (3½%) increase.

**APPENDIX C**

Effective for the period from January 1, 2006 through December 31, 2006, the employee monthly contribution rate for medical and dental insurance coverage shall be as follows:

**BCBSC BlueCard PPO**

Employees only	\$64.80
Employee Plus One Dependent	\$128.52
Family Coverage	\$189.00

**BCBS HMO of Illinois**

Employee only	\$21.60
Employee Plus One Dependent	\$64.80
Family Coverage	\$102.60

**BCBS BlueAdvantage HMO**

Employee only	\$10.80
Employee Plus One Dependent	\$32.40
Family Coverage	\$51.30

**Delta Dental**

Employee only	\$9.58
Family Coverage	\$25.74