

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**KANE COUNTY**

**(HEALTH DEPARTMENT)**

**AND**

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

**EFFECTIVE DATES**

**DECEMBER 1, 2006 - NOVEMBER 30, 2009**

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## PREAMBLE

This Agreement is entered into by Kane County (Health Department), hereinafter referred to as the "Employer", and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO on behalf of and with Local 3966, hereinafter referred to as the "Union".

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

To the extent that provisions of the Collective Bargaining Agreement are in conflict with provisions of the Kane County Code or the Policies and Procedures of the Health Department, the provisions of the Collective Bargaining Agreement shall apply.

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

**ARTICLE 1**  
**RECOGNITION**

**SECTION 1. UNIT DESCRIPTION**

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

Included: Full time/ Part Time employees in the classification of Information Processor, Receptionist, Administrative Officer I & III, Kane Kares Program Interpreter and Kane Kares Administrative Asst, Asst, Data Clerks, Public Health Associate I, Public Health Associate III, Nurse/Case Manager, Disease Intervention Specialist, Health Educator, Community Health Specialist, Sanitarian II, Environmental Health Officer II, Environmental Health Officer III, Case Manger, Case Monitor and the Nurse Consultant position currently (occupied by Sally Bruce) employed by the County of Kane.

Excluded: Administrative Officer II (Lopez), Accountant II (occupied by Betty Fuller), Accountant V, CFO, Facilities Coordinator, supervisors, managerial, directors and confidential employees as defined in the IPLRA and all other persons excluded from coverage under the Act such recognition is pursuant to S-RC-97-85.

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

**SECTION 2. NEW CLASSIFICATIONS**

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

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

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

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

### **SECTION 3. NON-BARGAINING UNIT PERSONNEL**

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

### **SECTION 4. ABOLITION, MERGER OR CHANGE OF JOB CLASSIFICATION**

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

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

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

**ARTICLE 2**  
**PROBATIONARY EMPLOYEES**

Employees shall be "probationary employees" for his/her first four (4) months of employment. However, on a case- by- case basis, the Employer will identify those individuals requiring an extension of 2 months. The Union and the Employer will mutually determine if the extension will be granted. 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. Employees shall be evaluated in writing by their supervisor's midway and near the completion of their probationary period. The employee will be given a copy of the evaluation at the time it is presented.

**ARTICLE 3**  
**SAVINGS CLAUSE**

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

**ARTICLE 4**  
**UNION SECURITY**

**SECTION 1. DEDUCTIONS**

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

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

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

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law and shall be remitted each pay day by AFSCME Council 31 at P.O. Box 2328, Springfield, IL 62705-2328, along with a list of bargaining unit employees and union members names, addresses and 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 share of the bargaining costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the Illinois Public Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees and shall be remitted each pay day to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required to Union members.

**SECTION 3. RELIGIOUS EXEMPTION**

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share, shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and



the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.

**SECTION 4. NOTICE AND APPEAL**

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

**SECTION 5. INDEMNIFICATION**

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

**ARTICLE 5**  
**NON-DISCRIMINATION**

**SECTION 1. PROHIBITION AGAINST DISCRIMINATION**

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, sexual orientation, disability or political affiliation, provided however that all personnel of the Department must at all times support and defend the Constitution and laws of the United States, State of Illinois and laws promulgated there from.

**SECTION 2. UNION MEMBERSHIP OF ACTIVITY**

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 Employer.

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

**SECTION 1. NO STRIKE OR LOCKOUT**

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

**SECTION 2. UNION LIABILITY AND DUTY**

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

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

**SECTION 3. DISCIPLINE FOR VIOLATION**

The Employer may discharge any employee who violates this ARTICLE.

**SECTION 4. NO LOCKOUT**

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

**ARTICLE 7**  
**SENIORITY**

**SECTION 1. DEFINITION**

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

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

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

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

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

**SECTION 2. LOSS OF SENIORITY**

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

- a) He/she resigns or quits by giving an official letter of resignation.
- b) He/she is discharged for just cause unless reversed through the Grievance or Arbitration Procedure.
- c) He/she retires.
- d) He/she does not return to work from layoff or authorized leave of absence within ten (10) calendar days after being notified by certified mail to return.
- e) He/she has been on layoff for a period of time equal to his/her county wide seniority at the time of his/her layoff or one (1) year, whichever is greater.
- f) He/she accepts "gainful employment" that is inconsistent with the purpose of

the authorized leave while/on an approved leave of absence from the Employer.

**SECTION 3. SENIORITY LIST**

The Employer and Union have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement. Such lists shall resolve all the questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority-listing shall be resolved through the grievance procedure starting at Step 3: The initial list is attached hereto as Appendix B and made a part hereof.

**SECTION 4. SENIORITY WHILE ON LEAVE**

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

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

**SECTION 1. PROCEDURE FOR LAYOFF**

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

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

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

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

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

An employee with seniority who has been laid off or transferred as a result of a layoff shall be recalled to work, conditioned upon ability to perform the work available in accordance with the reverse application of the procedure for layoff. Recall rights shall continue for one (1) year after an employee has been laid off.

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

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

Probationary employees who have been laid off have no recall privileges.

## **SECTION 3. NOTICE**

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

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

**SECTION 4. BENEFITS**

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



**ARTICLE 9**  
**GRIEVANCE PROCEDURE**

**SECTION 1. GRIEVANCE**

A Grievance is defined as a dispute or disagreement as to the interpretation and application of any provision of this Agreement. Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

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

**SECTION 2. GRIEVANCE STEPS**

At no point will an Employer representative render a response to a grievance at more than one (1) step. In the event a grievance is filed by or on behalf of an employee in the Finance Division, the grievance will begin at Step 2 of the Grievance Procedure. If a program does not have a Program Manager because the position is vacant, the grievance may be submitted at Step 2.

**STEP 1. IMMEDIATE SUPERVISOR**

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

All grievances must be presented not later than fifteen (15) business days from the date the grievant(s) become aware of the occurrence giving rise to the complaint and shall be handed in person to the grievant's immediate supervisor who shall immediately acknowledge receipt. The immediate supervisor shall render a written response to the grievance within seven (7) business days after the grievance is presented. If the grievance is not resolved at Step 1, the grievant shall indicate her intent to proceed to Step 2 of the Grievance Form and the employee's immediate supervisor shall acknowledge this by initialing and dating the statement of intent to proceed. In those circumstances where securing the signature of the immediate supervisor who is physically not available to sign would have adversely affected a timely submittal to the second level, the grievance will be submitted to the second level without such

signature. A copy of the grievance shall subsequently be provided to the immediate supervisor for such signature. The Union is entitled to be present at any grievance meeting and any grievance settlement should not conflict with this Contract.

## **STEP 2. DIVISION DIRECTOR**

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

Upon receipt of the written grievance at Step 2, the Division Director may either issue a written response to the grievant(s) within seven (7) business days or may schedule a meeting or hold discussion in an attempt to resolve the grievance within seven (7) business days of receipt of the grievance and shall issue a written opinion within seven (7) days thereof.

## **STEP 3. EXECUTIVE DIRECTOR**

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

Within seven (7) business days after the receipt of the written grievance the parties shall meet, or hold other discussions in an attempt to solve the grievance unless the parties mutually agree otherwise: The Executive Director or designee shall give his/her written response within seven (7) business days following the meeting.

If no meeting is held, the Executive Director or his/her designee shall respond in writing to the grievance within seven (7) days of receipt of the grievance.

## **STEP 4. ARBITRATION**

If the grievance is still unsettled it may be presented to arbitration within fifteen (15) business day after receipt of the Step 3 response or the date the response was due, whichever is earlier. Upon request of either party, the parties may meet within fifteen (15) business days after receipt of request for arbitration for the purpose of conducting a pre-arbitration conference, to attempt to resolve the grievance prior to arbitration. If the grievance remains unresolved or a pre-arbitration conference is not requested, representatives of the Employer and the Union shall attempt to agree upon an arbitrator. If the parties are unable to agree on an arbitrator within the five (5) business days, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of three (3) arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he/she set a time and place for the hearing, subject

to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties.

### **Arbitration Procedures**

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

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

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or is such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of that dispute. The arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of the Agreement.

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

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

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

### **SECTION 3. ADVANCED GRIEVANCE STEP FILING**

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

### **SECTION 4. TIME LIMITS**

- a) Grievances may be withdrawn at any step of the Grievance Procedure. Such withdrawal shall not constitute a decision on the merits of the Grievance. Grievances not raised or appealed within the designated time limits will be barred.

- b) The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.
- c) Failure to respond within the time limits by the designated person shall automatically advance the grievance to the next step.

**SECTION 5. TIME OFF, MEETING SPACE AND TELEPHONE USE**

- a) Time Off: The grievant(s) and/or Union grievance representative will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. Witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation. No employee or Union representative shall leave 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 meetings shall normally be those having direct involvement in the grievance.
- b) Meeting Space and Telephone Use: Upon request, the employee and Union representative shall be allowed the use of an available appropriate room as long as one is available while investigating or processing a grievance and upon prior general approval, shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances. Such use shall not include any long distance or toll calls at the expense of the Employer.

**SECTION 6. PERTINENT WITNESSES AND INFORMATION**

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

**ARTICLE 10**  
**DISCIPLINE AND DISCHARGE**

**SECTION 1. DISCIPLINE AND DISCHARGE**

The parties recognize the principles of progressive and corrective discipline. Disciplinary action or measures should include the following:

Oral reprimand

Written reprimand

Suspension (notice to be given in writing)

Discharge (notice to be given in writing)

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

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

**SECTION 2. LIMITATION**

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

**SECTION 3. PRE-DISCIPLINARY MEETING**

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

If the Employer determines that there is evidence or reasonable suspicion that an employee has committed a serious or flagrant offense or one which could have detrimental

impact on the morale of the office or to the integrity of its operations, at Employer's discretion, an employee may be placed on administrative leave and will notify the Union in writing within two (2) business days. If the employee desires to contest being placed on administrative leave, she or a Union representative shall give written notice thereof to the Employer within (7) business days of the commencement of the leave. In such event, the dispute shall be submitted and processed under the grievance procedure set forth in Article 10 of the Agreement commencing at Step 3.

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

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

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

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

#### **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.

**ARTICLE 11**  
**PERSONNEL FILES**

**SECTION 1. PERSONNEL FILES**

The Employer shall keep a central personnel file for each employee within the bargaining unit. The Employer is free to keep working files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee. The employee shall submit a written request for his/her file and submit the request to the Executive Director or her designee.

**SECTION 2. INSPECTION**

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

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

**SECTION 3. NOTIFICATION**

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

**SECTION 4. LIMITATION ON USE OF FILE MATERIAL**

It is agreed that any material not available for inspection, such as provided in Section 1

and 2 above shall not be used in any manner or any forum adverse to the employee's interest.

**SECTION 5. PERSONNEL RECORD CORRECTION**

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



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

**SECTION 1. ORIENTATION**

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

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

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

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

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

**A. TUITION REIMBURSEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Part-time employees, seasonal employees, County Board members, elected officials, appointed officials and employees of the Forest Preserve are not eligible to participate in the program. The amount of any reimbursement shall be reduced by the amount received from any other source, i.e., grants, fellowships, and scholarships. This excludes any loans the employee will have to

pay back. The County will pay no reimbursement to any employee who resigns or is terminated for cause prior to receiving the reimbursement.

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

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

### SECTION 3. CERTIFICATIONS

- a) The Health Department will provide compensation for the following certifications: English/Spanish Medical Interpreter, Clinical Nurse Specialist and Certified Lactation Consultants. Any other certifications will be determined per the Task Force on certifications as per language in this contract agreement. The Task Force will convene within 30 days of signing the contract agreement.
- b) **Compensation:**  
Compensation will be provided to Health Department employee's who show proof of successfully completing a certificate program for the above listed certifications along with all those that will be mutually agreed upon by the Task Force. All eligible employees who successfully attain certification will be given a Step Increase effective the date of certification attainment. Employees receiving certificate compensation will be required to provide that specialized service at the directive of the Supervisor.
- c) **Proof of Eligibility:**  
Employees eligible for any of the certification programs must provide the Employer a copy of a certification letter or other documentation as proof that confirms the employee has successfully completed the certificate program from a third party (i.e., Community College, University, or a mutually agreed upon certification program). This documentation will be placed in the employee's personnel file.
- d) **English/Spanish Medical Interpreter Certification**  
Employees in the Public Health Associates (PHA), Administrative Assistants of Kane Kares classifications will be required to have a certification for medical interpretation of English/Spanish. Current Health Department employees in the

PHA classification will be mandated to acquire the interpreter certification within one year of this signed agreement. The Employer will provide the training opportunity during the regular work day and the funding to the current PHA employees within the time period specified. The Employer will develop an individualized action plan to assist employees in achieving the needed certification. This will include up to two (2) opportunities within the year to pass the competency exam required for the certification. The Employer will review all employees who are not successful in attaining the certificate within the one year time frame with the Labor Management Committee and explore alternatives for these employees.

e) All new hires in the PHA classification will be required to show proof of the interpreter certification from a third party as identified above. The job description of the PHA will be revised to reflect the interpreter certification requirement.

f) Other classifications eligible for medical bi-lingual interpreter compensation are: case managers, case monitors, and nurses. Receptionists and sanitarians are eligible for bi-lingual interpretation certification. All classifications must provide proof of certificate. The Employer reserves the right to limit the number of interpreters for compensation outside of the PHA classification. If the Employer limits the number of eligible applicants for certification, seniority per classification will determine selection.

g) **Clinical Nurse Specialist Certification**

The employee must show proof of a Clinical Nurse Specialist certification in Community Health/Public Health Nursing from the American Nurses Association (board affiliated with ANA).

**Eligibility:** Classifications considered for the Clinical Nurse Specialist are: Registered Nurses (RNs). The Employer will reimburse eligible employees for the cost of the certification exam. The Employer reserves the right to limit the number of clinical nurse specialist. If the Employer limits the number of eligible applicants for certification, seniority per classification will determine selection.

h) **Certified Lactation Consultants**

The Employer agrees to compensate up to 3 Certified Lactation Consultants (certification from the International Le Leche League, Illinois Department of Human Services and other mutually agreed upon certificate programs may apply.)

**Eligibility:** Classifications considered for the Certified Lactation Consultants are: Nutritionists and Registered Nurses (RNs). The eligible employee must have an overall annual evaluation rating of 3.0 or higher on their last performance evaluation. The Employer will reimburse eligible employees for the cost of the training and the exam upon certification attainment. If there are more than 3 qualified applicants, seniority will determine selection.

**ARTICLE 13**  
**LABOR-MANAGEMENT COMMITTEE**

**SECTION 1. LABOR-MANAGEMENT CONFERENCES**

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between the Union representatives and responsible administrative representatives of the Employer. 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. If there is no agenda prepared and submitted by the requesting party, there shall be no meeting. Either party may add to the agenda no later than three (3) days prior to the scheduled meeting date, unless otherwise mutually agreed. In no event shall an employee be entitled to overtime compensation for participation in a Labor-Management Conference 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, including salary survey information.
- c) Notifying the Union of charges in non-bargaining conditions of employment contemplated by the Employer which may affect employees:
- d) Discussing any work related problems of mutual concern and for the advancement of better relations and efficient operations.
- e) Discussing improvements in the work environment in order to ensure the safety and health of all employees.

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

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

**SECTION 2. INTEGRITY OF GRIEVANCE PROCEDURE**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meeting shall not be used to address personnel issues which are pertinent only to one member of the collective bargaining unit. Employees may address personnel issues which are pertinent only to one member of the collective bargaining unit, which are not grievances or disciplinary matters, with the Program Manager. The employee may be accompanied by a Union Representative at such meeting. Such discussion may take place

during the employee's regular working hours, but in no event may the employee or the Union Representative be paid overtime.

**SECTION 3. UNION REPRESENTATIVE ATTENDANCE**

When absence from work is required to attend labor-management conferences, employees shall, before leaving their work station, give at least one week advance notice to and receive approval from, their Program Manager to remain in pay status. The Division Director shall approve the absence in emergency situations. The Union shall designate up to four individuals, one from each division, to attend the meeting.

**ARTICLE 14**  
**HOLIDAYS**

**SECTION 1.**

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

**SECTION 2.**

Regular full-time employees shall receive a full day's pay.

**SECTION 3.**

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

**SECTION 4.**

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

**SECTION 5.**

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

**SECTION 6.**

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

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

Monday off;

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

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

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

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

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



**ARTICLE 15**  
**VACATIONS**

**SECTION 1. ACCRUAL**

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

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

**SECTION 2. USE**

Vacation time may be taken in increments of not less than one-half (1/2) hour at a time and any time after it is earned. Vacation must be taken prior to the employee's anniversary date or it will be forfeited unless carryover is specifically approved by the Executive Director. The allowance of carryover will be subject to the operational needs of the Health Department, and the time must be taken within 60 (sixty) days of carryover.

**SECTION 3. VACATION SCHEDULING CONFLICTS**

Subject to operational needs, vacations will be assigned on a first come, first served, basis. If there is a conflict due to more than one request for vacation made on the same day, the conflict will be resolved by seniority in each office within the job classification. Furthermore, the Employer agrees to either approve or disapprove an employee's vacation request within ten (10) working days of when the employee's request is submitted to the Employer in writing. Vacations will be scheduled with prime consideration given to the efficient operation of the division and the department. While employee requests will be honored whenever possible, final approval must be given by the Executive Director to provide continuity of operations.

**SECTION 4. SEPARATION PAY**

Employees, or in case of death, their estate, shall be compensated for unused vacation

earned upon separation.

**SECTION 5. HOLIDAYS**

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

**SECTION 6. VACATION PAY**

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

**SECTION 7. VACATION CHECKS**

Employees who will be on vacation on a payday may have their paycheck deposited by mail in their checking or savings account. A written request for this service must be made to the payroll clerk of the Finance Department, along with a deposit slip, at least two (2) work days before the payday.

**ARTICLE 16**  
**SICK LEAVE**

**SECTION 1. ACCRUAL AND USE**

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

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

"Sick leave year" is defined as the twelve (12) month period beginning December 1 of each year. Eligible employees, who have completed twelve (12) months of continuous service as of December 1 of the applicable sick leave year, will be credited with five (5) 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 and one-quarter (1¼) days for each remaining quarter within that year once they have completed six (6) months of County employ.

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

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

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

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

Short-term sick/personal days will not accumulate from year to year. At the end of the sick leave year, all unused sick/personal days will roll over into extended sick leave. Upon termination, employees will be expected to pay back any and all short-term sick days used that were not previously earned, at a rate of one and one-quarter (1¼) days for every quarter not worked. If an employee terminates and has unused short-term sick leave, the employee will be paid at a rate of one and one-quarter (1¼) days for every quarter worked in the benefit year provided the employee gives fourteen (14) calendar days written notice to the employee's Program Manager.

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

**SECTION 5. EXTENDED SICK LEAVE ACCUMULATION**

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

**SECTION 6. EXTENDED SICK LEAVE UTILIZATION**

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

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

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

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

Employees who earned and accumulated sick and funeral pay under the policy in effect

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

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

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

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

#### **SECTION 9. SICK DAY ABUSE SANCTIONS**

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

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

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

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

It is each employee's responsibility to adhere to the standard work week and time schedule in accordance with the rules and regulations of the department. Occasionally, an absence is unavoidable and, naturally we don't want employees on the job if they are too ill to work. The County expects employees to return to work as soon as commensurate with good health, safety and reasonable considerations. Whenever you are unable to be on the job, you should obtain permission from your department head or supervisor in advance whenever

possible. If for any reason you are unable to report for work at the regular time, it is your responsibility to call your department no later than 0830. If an emergency or illness arises before the normal quitting time, permission must be obtained from the supervisor or department head before departing.

**ARTICLE 17**  
**MISCELLANEOUS PROVISIONS**

**SECTION 1. USE OF FEMININE PRONOUN**

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

**SECTION 2. NOTIFICATION OF LEAVE BALANCE**

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

**SECTION 3. EVALUATIONS**

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

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

**SECTION 4. COPIES OF THE AGREEMENT**

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

**SECTION 5. MEETING PLACE**

All meetings or hearing or other proceedings to which the parties have control over the meeting place shall be held in the Employer's office in Kane County, Illinois. This provision shall not apply to Union meetings, which shall not be held in the Health Department Offices except as permitted by Article 20, Section 2.

**SECTION 6. JOB DESCRIPTIONS**

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

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

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

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

#### **SECTION 8. EMPLOYEES INVOLVEMENT COMMITTEE**

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

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

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



**ARTICLE 18**  
**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 are granted on each individual case and at the discretion of the department head. Leaves of absence are without pay.

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

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

**SECTION 2. TYPES OF LEAVES OF ABSENCE**

- a) Family and Medical Leave - Eligible employees may be granted up to 12 workweeks 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.
  
- b) Military Leave - Eligible employees will be granted military leaves with pay up to 15 work days annually for active service or special training in the Armed Forces, Illinois National Guard or Naval Militia. Such pay, however, will be reduced by the amount of payment received from the National Guard or Naval Militia for these services. If such duty exceeds 15 days in a calendar year, the leave may be extended without pay.

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

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

For all Military Leaves, employees should provide their supervisor with a copy of their written orders.

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

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

- d) Personal Leave - May be granted or denied at the discretion of the department head based on the facts of each individual case. The reason for this type of leave must be of a nature involving a serious family problem or some similar circumstance. The guidelines listed under the "Rules, Regulations and Procedures" section of this policy must be adhered to in all cases.
- e) Educational Leave - May be granted at the discretion of the department head without pay to eligible employees who wish to continue their education provided the course of study is beneficial to the department.
- f) Workers' Compensation Leave - All employees experiencing an occupational disability due to an accident or illness arising out of and in the course of their employment may be placed on a workers' compensation

leave. Participating employees should apply for IMRF disability benefits if eligible (see Workers' Compensation).

- g) Administrative Leave - A standing committee of the Kane County Board or Kane County Chairperson may place an employee on administrative leave of absence pending a determination of the employee's employment status for a maximum of thirty (30) days. A leave of absence under this subsection shall be with pay and shall not be considered a discharge or suspension. A leave of absence under this subsection shall not affect the employee's fringe benefits.
- h) Victim's Economic Security and Safety Act (VESSA) Leave - An employee who is a victim of domestic or sexual violence or who has a family or household member who is a victim of domestic or sexual violence may take up to a total of 12 workweeks of leave from work during any 12-month period to address the domestic or sexual violence, as detailed in VESSA. This may include seeking medical attention or counseling for injuries or psychological trauma, obtaining victim services, relocating, seeking legal assistance or participating in a related court proceeding. Neither this section nor VESSA creates additional rights for an employee to take leave that exceeds the unpaid leave time under, or is in addition to unpaid leave time permitted by, the federal Family and Medical Leave Act of 1993.

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

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

### SECTION 3. 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 12 workweeks 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 12 workweeks which has not been used during the immediately preceding 12 months. (For example: if an employee has taken 8 weeks of leave during the past 12 months, an additional 4 weeks of leave could be taken. If an employee used 4 weeks beginning February 1, 1998, 4 weeks beginning June 1, 1998 and 4 weeks beginning December 1, 1998, the employee would not be entitled to any additional leave until February 1, 1999. However, on February 1999, the employee would be entitled to 4 weeks of leave; on June 1 the employee would be entitled to 4 additional weeks, etc.).

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

### SECTION 4. RULES, REGULATIONS AND PROCEDURES

A department head 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 leave of absence.

- a) Extended Leave of Absence- Any leave over 12 workweeks in duration is considered an extended leave of absence. Employees in this extended period must contact their department head at least 30 calendar days prior to their expected return to work.
- b) Healthcare Coverage During a Leave of Absence - Group hospitalization coverage will continue for up to six (6) months. The employee portion of the payment for this coverage must be received in the Human Resource office **no later than the 1st of each month** during the leave of absence. A limited continuation option is available to eligible employees after this period under COBRA, a limited extension of health insurance coverage.
- c) Vacation, Sick Pay and Holiday Pay - Sick pay credit and vacation time will not continue to accrue after the last day paid on any authorized leave of absence.

Employees will be paid for holidays which fall during the period they are receiving pay from the County. The use of any leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

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

#### **SECTION 5. PROCEDURES**

- a) A "Request for Leave of Absence" form should be completed by the employee defining the reason for the leave, its duration, and the amount of vacation, sick pay, and compensatory time to be used during the leave (if any).
- b) This request should be submitted to the supervisor or department head, who after recommending approval or disapproval distributes the form according to the routing indicated.
- c) A medical certification and/or fitness for duty report is required upon commencing and returning from a family and medical leave or workers' compensation leave. Employees must provide medical certification within 15 calendar days of the request. Medical re-certification may be required at the County's expense.

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

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

Employees participating under IMRF and on a leave of absence without pay or disability pay under IMRF (i.e. family illness, placement leave) will not be protected for death or disability benefits during the unpaid period. A Benefit Protection Leave of Absence Authorization should be filed with IMRF before the leave commences. Death and disability benefits are reinstated immediately upon returning to work. Employees may establish service credits for retirement (not to exceed twelve months) for this leave by paying the employee

contributions which would have been paid if actually working plus interest. The County Board must approve the acceptance of Employer paid IMRF obligations. Forms are available in Kane County Human Resource Department.

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

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

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

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

## **SECTION 8. JURY DUTY**

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

**SECTION 9. FUNERAL PAY**

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

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

**ARTICLE 19**  
**UNION RIGHTS**

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

Employees shall be allowed necessary and reasonable time off with pay during regularly scheduled working hours as specifically established by this Agreement. Prior to participating in Union activity authorized by this Agreement, the employee shall submit a request to the Employer for approval.

**SECTION 2. ACCESS TO PREMISES BY UNION REPRESENTATIVES**

The Employer agrees that local representatives and officers and AFSCME staff representatives shall have reasonable access to the premises of the Employer, giving at least two hours notice upon their arrival to the Executive Director or her designee. Such visitations shall be for the reason of administration of this Agreement and shall not interfere with the operations of the Health Department. By mutual agreement with the Employer in emergency situations, Union staff representatives or Local Union representatives may call a meeting during work hours to prevent, resolve or clarify a problem.

**SECTION 3. TIME OFF FOR UNION ACTIVITIES**

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

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

**SECTION 4. UNION BULLETIN BOARDS**

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

**SECTION 5. INFORMATION PROVIDED TO UNION**

The Employer shall notify the Union in writing of the following personnel transactions involving bargaining unit employees as they occur. New hires, promotions, layoffs, re-



employment, transfers, leaves, returns from leave, suspension, discharge, and termination.

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

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

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

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

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

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

#### **SECTION 8. UNION SPACE ON PREMISES**

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

**ARTICLE 20**  
**WAGES**

**SECTION 1. WAGE SCHEDULE**

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

**SECTION 2. PAY PERIOD**

The frequency of pay periods has been set by the Kane County Board. Unless amended or changed by the Kane County Board, employees are paid on the 10th and the 25th of each month. When the 10th or 25th of the month falls on a Saturday, Sunday or holiday, paychecks will be distributed on the preceding workday. The check distributed on the 10th of the month includes pay for the period worked between the 16th through the last day of the previous month. The check received on the 25th the month included pay for the period from the 1st through the 15th.

Effective with the December 16-29, 2007 pay period, employees will be paid on a bi-weekly schedule of twenty-six (26) times annually. Each payroll period shall consist of fourteen (14) calendar days, so that the bi-weekly rate of pay of each employee shall be 1/26<sup>th</sup> of the employee's annual salary. In a year in which 27 pay periods shall occur, the bi-weekly rate of pay for each employee shall be 1/27<sup>th</sup> of the annual salary. When a payday falls on Saturday, Sunday or a holiday, the paycheck is distributed the preceding workday.

**SECTION 3. STEP PROMOTIONS/DEMOTIONS**

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

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

The Employer may temporarily assign an employee to perform the duties of another employee. Prior to temporarily assigning employees, the Employer shall seek volunteers to perform the necessary work. Employees who are assigned to perform a significant number of duties of another employee from the start to the end of the entire period shall be paid the greater of the following:

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

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

KANE COUNTY  
HEALTH INSURANCE PLAN DESIGN  
AND PREMIUM

Plan Design Effective 1/1/07

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PPO

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Deductible (PPO/non-PPO)	\$300/\$600
Out of Pocket Limit (PPO/non-PPO)	\$750/\$2,250
Emergency Room Co-pay	\$100
In/Out of Network	80/60

HMO

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Office Visits	\$20
Emergency Room Co-pay	\$100
Specialist Co-pay	\$30
Hospital Co-pay	\$250

Premium Effective 1/1/07

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	Employee	Employer
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PPO

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Employee Only	\$70.46	\$396.14
Employee & 1 Dependent	\$139.75	\$795.28
Employee & Family	\$205.52	\$1,165.87

HMO Illinois

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Employee Only	\$29.13	\$389.36
Employee & 1 Dependent	\$87.39	\$751.21
Employee & Family	\$138.37	\$1,091.59

Blue Advantage HMO

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Employee Only	\$12.94	\$367.89
Employee & 1 Dependent	\$38.81	\$724.31
Employee & Family	\$61.45	\$1,057.81

**SECTION 2. FUTURE PLANS**

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

**SECTION 3. INSURANCE PARITY CLAUSE**

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

**SECTION 4. LIFE INSURANCE**

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

**SECTION 5. INSURANCE REOPENER**

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

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

a) **RETIREES**

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

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

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

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

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

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

**ARTICLE 23**  
**VACANCIES**

**SECTION 1. DETERMINATION OF VACANCIES**

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

**SECTION 2. POSTING**

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

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

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

**SECTION 3. SELECTION**

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

**SECTION 4. JOB ASSIGNMENT**

A program vacancy shall be posted in accordance with Section 2 of this Article. The employee will be selected in accordance with Section 3 of this Article. Where the Employer

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

**SECTION 5. TEMPORARY REASSIGNMENT**

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



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

**SECTION 1. HOURS/OVERTIME**

- a) Work Week - The work week is defined as one-hundred and sixty-eight (168) hours period beginning at 0001 hours on Sunday and ending at 2359 hours the following Saturday. The normal work week shall consist of thirty-five (35) hours beginning on Monday and ending on Friday.
- b) Overtime - Overtime is defined as all pre-authorized work in excess of thirty-five (35) hours per work week. Overtime between 35 and 40 hours shall be paid at the straight time rate. Overtime in excess of forty (40) hours per week shall be paid at the rate of one and one half (1½) times an employee's base rate of pay. Time spent on any paid time off whatever the reason (i.e., sickness, personal, vacation, funeral, authorized leave, comp time) shall not be considered hours worked in computing overtime. If the Program Manager is unavailable, the employee should receive permission from the Division Director.
- c) Mandatory Training or Meetings - Employees attending authorized mandatory training approved by the Employer shall be paid in accordance with the provisions of Section 1a and 1b, above.
- d) No Pyramiding - Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

**SECTION 2. GENERAL PROVISIONS FOR ALL EMPLOYEES**

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

**SECTION 3. TIME/ATTENDANCE LOG**

- a) The Employer shall maintain a time/attendance log at each office location.

Employees at each office will be required to sign in. Employees will be required to sign out. All paid overtime must be approved and with the knowledge of the employee's Program Manager.

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

#### **SECTION 4. SCHEDULING PRACTICES**

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

#### **SECTION 5. OVERTIME PROCEDURE**

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

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

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

Employer will continue down the list until enough employees are selected to work the overtime.

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

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

#### **SECTION 6. ALTERNATIVE SCHEDULES**

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

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

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

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

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

**ARTICLE 25**  
**SUBCONTRACTING**

**SECTION 1. GENERAL POLICY**

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

**SECTION 2. NOTICE AND DISCUSSION**

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

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

**ARTICLE 26**  
**MANAGEMENT RIGHTS**

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

- a) To plan, direct, control and determine all operations and services of the Employer's Office;
- b) To supervise and direct employees;
- c) To establish the qualifications for employment and to decide which applicants will be employed;
- d) To establish and amend reasonable work rules, policies, regulations and work schedules and to assign work as the Employer deems necessary. Such work rules and schedules shall be posted in a place and manner as mutually agreeable to the Employer and the Union;
- e) To hire, promote, demote, transfer, schedule and assign employees to positions and to create, combine, modify and eliminate positions within the Employer's Office;
- f) To suspend, discharge and take such other disciplinary action against employees for just cause (probationary employees without cause);
- g) To establish reasonable work and productivity standards and, from time to time, amend such standards;
- h) To layoff employees;
- i) To maintain efficiency of the Employer's Office operations and services;
- j) To determine methods, means organization and number of personnel by which such operations and service shall be provided;
- k) To take whatever action necessary to comply with all applicable state and federal laws;
- l) To create, change or eliminate methods equipment and facilities for the improvement operations;

- m) To determine the kinds and amounts of services to be performed as it pertains to operations and the number and kind of classifications to perform such services;
- n) To contract out for goods and/or services;
- o) To take whatever actions if necessary to carry out the functions of the Employer's Office in emergency situations.

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

**ARTICLE 27**  
**COMPLETE AGREEMENT AND MAINTENANCE OF STANDARDS**

**SECTION 1. COMPLETE AGREEMENT**

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

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

**SECTION 2. MAINTENANCE OF STANDARDS**

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

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

**SECTION 1. GENERAL DUTY**

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

**SECTION 2. ADVANCED STEP FILING**

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

**SECTION 3. PERSONAL PROTECTIVE CLOTHNG EQUIPMENT**

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

**SECTION 4. UNSAFE WORK**

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

**SECTION 5. LEAD PROGRAM**

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



**ARTICLE 29**  
**MERIT INCREASES**

**SECTION 1. MERIT INCREASE**

Beginning in FY08, the Health Department agrees to create a merit pool for bargaining unit members with a minimum of \$50,000 each fiscal year. At the beginning of each fiscal year, the Health Department will communicate the funding available for merit increases for bargaining unit employees.

The Health Department request input from the Labor Management Committee within 30 days of the signed contract regarding the criteria for merit increases. The criteria will then be communicated to all employees.

Recommendations for merit increases will be made by supervisors as part of the employee's annual performance review. Merit increases will consist of one step (3%) on an annual basis if funds are available. Their recommendations will be submitted to the Executive Director for consideration and final approval. Merit increases awarded are retroactive to the beginning of the fiscal year.

**ARTICLE 30**  
**EMPLOYEE BLOOD DONATION**

**SECTION 1.       USAGE**

Effective January 1, 2006, full time employees with at least six (6) consecutive months of service are allowed 1 hour of leave with pay every 56 days to participate in blood donation. Employees must give a 15 day advance notice to the appropriate department head or elected official that they wish to take the leave. A written certification from the blood bank or hospital is required to verify the date of the blood donation.

**ARTICLE 31**  
**CELL PHONES**

**SECTION 1. PURPOSE**

The purpose of this document is to outline the official guidelines for the usage of county purchased cellular telephone services and equipment. This policy provides the framework for proper usage of county cellular services and/or equipment. The framework's flexibility enables employees to provide the best service to the public while limiting public expense.

**SECTION 2. USAGE**

County cellular telephone services and equipment are provided to employees who by the nature of their position have job responsibilities that include being outside of the office or are on call for extended period of time. Equipment usage accounts shall be set at the minimum level that fulfills the business need; unless the Department Head deem an increased level of service is warranted. The county expects appropriate and responsible use of county cellular telephones services and equipment.

Employees who by the nature of their job do not have a routine and continuing business need for cellular equipment, but have occasional or sporadic need to use cellular equipment for county business may sign out a cell phone from the "bank phones" provided by their Program/Division.

Before the assignment of cellular telephone services and equipment, it must be ensured that:

The need for each item of county-owned cellular telephone services and equipment and each county equipment usage account is clearly justified for county business purposes;  
Alternate solutions for work production and communication have been considered;

Employees provided with county equipment usage accounts have read, understand and signed the Cellular Telephone Services and Equipment Policy;

That cellular telephone services and equipment are purchased based on conformance set forth in this policy; and an equipment usage account may be terminated when no longer justified by business requirements and/or when an employee has demonstrated a disregard for the limitations set forth in this policy

### SECCION 3. PROCEDURES

#### a) DETERMINATION OF ELIGIBILITY

It is the responsibility of the Program Manager and their Division Director to determine the business needs of subordinate employees for cellular equipment. If an employee is considered to have a routine and continuing business need for cellular equipment then subject to budgetary limitations, the employee is to be provided with cellular equipment and equipment usage account by the county at the express discretion of the Department Head.

#### b) USAGE

County cellular equipment usage accounts are provided for official county business. The county expects appropriate and responsible use. Employees are responsible for understanding and following the rules set forth in this policy. All county equipment and equipment usage account statements, invoices and payment documents may be public records; and as such, account statements may be subject to disclosure and review. Cellular equipment is intended for business use such as purposes of safety or to assist in the completion of an assigned task. The following are unauthorized uses of county cellular equipment: Any call which could be reasonably made from a standard telephone or other electronic communication that is available at a lesser cost; any call made in relation to an employee's personal business beyond the minimum necessary to respond to an employee's urgent or emergency family matters. Any calls for the purpose of personal entertainment, such as 900 numbers, movie links, etc. Any calls of unreasonable duration and; any calls made to foreign destinations. Program Managers, Division Directors and the Chief Financial Officer and/or Department Head, or their designees are responsible for confirming that employees comply with the intent of this policy and any additional policy restrictions imposed by the Department of Information Technologies. Employees utilizing cellular equipment are expected to be courteous, responsible, and safe in the use of the equipment. Employees are responsible for operating county-owned vehicles and potentially hazardous equipment in a safe and prudent manner; and therefore, employees should use caution, minimize use of cellular equipment while operating vehicles and/or other heavy equipment. For employee safety purposes, employees should refrain from using cellular phones in the hand held position while driving. If it is necessary to accept or place a call, employees are expected to safely pull off of the road and/or access nearby legal parking. Possessing a cellular phone is a privilege and all employees are expected to use them responsibly. Misuse of a county cellular phone may result in its revocation and possible disciplinary action against the employee.

**SECTION 4. REIMBURSEMENT BY EMPLOYEE FOR PERSONAL USE**

In the event that an employee has abused the use of cellular equipment, the CFO and/or Department Head have the right to request repayment of the calls deemed outside of the scope of regularly occurring business. The CFO will calculate the amount of reimbursement required and will notify the employee in writing. The written notification will clearly show the calculation and will be accompanied by a copy of the monthly bill. The employee has thirty (30) days from receipt of the market value cost to submit reimbursement to the CFO in the form of a check made payable to "Kane County Health Department"

**SECTION 5. REIMBURSEMENT BY EMPLOYEE FOR LOSS, DAMAGE OR STOLEN CELL PHONE OR RELATED EQUIPMENT**

Employees who lose or damage the county issued cell phone or related equipment will be reissued another cell phone at no cost to the employee. If the employee loses the second cell phone, the employee will pay the market value cost of the second cell phone. This cost will be calculated by the CFO and provided in writing to the employee. The employee *has* thirty (30) *days to* submit reimbursement *to the CFO in the* form of a check made payable to "Kane County Health Department". The term for the replacement will be every 5 years.

**SECTION 6. TELEPHONE MISUSE**

Cellular telephone use and charges shall be regularly monitored by the CFO and/or Department Head; and, cellular usage charges may be monitored by the Office of the Kane County Auditor. Any intentional, deliberate *misuse of a county* cellular telephone *may result in, but is not* limited to, one or more of the following actions:

Progressive discipline of the employee misusing the cellular telephone;

The requirement of a telephone log to be maintained detailing all calls;

The blockage of all incoming calls or the loss of the cellular telephone service;

That the employee reimburses costs incurred while making personal telephone calls and/or associated charges. Continued misuse of the county asset could lead to other progressive disciplinary action, up to and including termination of the employee misusing the cellular equipment.

**SECTION 7. RESPONSIBILITIES**

It is the responsibility of the Manager to review the Enterprise Cellular Telephone Services and Equipment Policy with employees of their respective division. It is the responsibility of the Manager to annually review the need for cellular equipment within their

respective division. *It is the responsibility of the CFO and/or designee to review the detailed cellular telephone bill each month. The CFO and/or designee will maintain telephone usage patterns for individual employees. The CFO and/or Department Head shall investigate any unusual or questionable usage patterns and shall take any appropriate action based on such investigation.*

*It is the responsibility of the CFO, his designee and/or Department Head to seek timely reimbursement for calls deemed a misuse of the equipment usage account through routine investigations.*

*The employee is responsible for the use of their cellular device in accordance with this policy.*

*The employee is responsible for submitting reimbursement as outlined by the policy for loss, stolen or damaged cell phones issued a second time. The employee is responsible for submitting reimbursement to the County in a timely manner, when an investigation by the CFO and/or Department Head determines, misuse of the County Owned services or equipment has occurred.*

**SECTION 8. ACKNOWLEDGEMENT OF RECEIPT OF HEALTH DEPARTMENT'S POLICY-CELLULAR TELEPHONE SERVICES AND EQUIPMENT FORM**

Each Health Department employee assigned a county cellular phone must acknowledge receipt of this policy by completing the applicable sections below. The Manager will review the policy with the employee being assigned the cellular device. Completed forms should, be expeditiously returned to Coordinator of Resources and Development for filing. A copy of the signed policy will be placed in the employee's personnel file with the Department of Human Resource Management. Failure to sign and return the Health Department's Cellular Telephone Services and Equipment Policy will result in the cellular telephone equipment being terminated.

**ARTICLE 32**  
**TERMINATION**

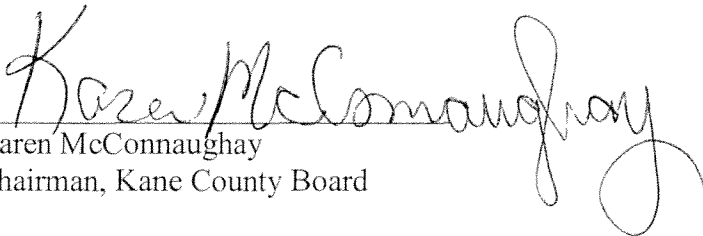
This Agreement shall be effective December 1, 2006 and shall continue in full force and effect until midnight November 30, 2009, and thereafter for one year, unless not more than one hundred and twenty (120) days, but not less than sixty (60) days prior to November 30, 2009 or any subsequent November 30 either party gives written notice to the other of its intention to amend or terminate this Agreement.

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

IN WITNESS THEREOF, the parties hereto have set their hands this 10 day of July, 2007

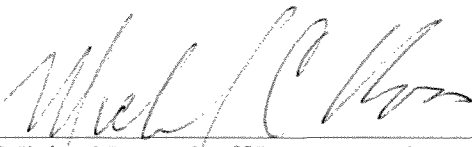
FOR THE EMPLOYER:

Date: July 10, 2007

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

FOR THE UNION:

Date: July 10, 2007

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE PAGE

EMPLOYER

*Paul Kuehnert*

Paul Kuehnert, Executive Director  
Health Department

UNION Bargaining Committee

*Amilia Contreras*

*Clena Pizano*

*Ruth Kreh*

*Juliana R. Kapsal*

*Yvette M. Millet*

*Adriana Posada EC*

*Robert Leonard EC*



Exhibit 2

NURSE GRID

Direct Care  
 Assessment  
 Planning  
 Evaluation  
 Outcomes  
 Utilizes Best Practices in Public Nurse Intervention  
 Community Diagnosis  
 Policy Development  
 Assurance  
 Financial / Budget  
 Administration / Management  
 Supervision / Consultation  
 Research

Level	Education	Experience			Required Skills	GRADE
		STEP 1	STEP 2	STEP3		
Registered Nurse II RNII	2-3 year Degree	0-2 years \$19.50/hr \$35,490	3-5 years \$20.50/hr \$37,310	5 + years \$21.50/hr \$39,130	Skills 1-6	9
Registered Nurse III RNIII	BSN or Registered Nurse with a related 4 year Degree	0-2 years \$21/hr \$38,220	3-5 years \$22/hr \$40,040	5 + years \$24/hr \$43,680	Skills 1-9	10

# Exhibit I

## NURSES GRID 3%

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
2007	35,450.00	37,310.00	39,130.00	40,903.90	41,513.02	42,758.41	44,041.16	45,382.39	46,723.27	48,124.95	49,569.71	51,056.77	52,587.45	54,165.07	55,780.02	57,463.72	59,187.54	60,953.27	62,759.16	64,575.93
Grade 10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
2007	38,290.00	40,040.00	42,680.00	44,990.40	46,340.11	47,730.32	49,162.22	50,637.09	52,155.20	53,720.89	55,332.52	56,992.49	58,702.27	60,463.34	62,277.24	64,145.55	66,069.92	68,052.92	70,093.66	72,196.38

## GRADE 5 - 11 @ 3%

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
2007	\$20,054.03	\$20,665.92	\$21,285.90	\$21,924.47	\$22,582.21	\$23,259.68	\$23,957.47	\$24,676.19	\$25,416.47	\$26,178.97	\$26,964.34	\$27,773.27	\$28,606.17	\$29,464.66	\$30,348.60	\$31,259.06	\$32,196.83	\$33,162.73	\$34,157.62	\$35,182.36
Grade 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
2007	\$21,378.00	\$22,637.34	\$23,316.46	\$24,015.95	\$24,736.43	\$25,478.53	\$26,242.88	\$27,030.17	\$27,841.07	\$28,676.31	\$29,536.59	\$30,422.69	\$31,335.37	\$32,275.43	\$33,243.70	\$34,241.01	\$35,269.24	\$36,326.29	\$37,411.97	\$38,528.56
Grade 7	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
2007	\$24,420.00	\$25,152.60	\$25,907.18	\$26,684.39	\$27,484.93	\$28,309.47	\$29,158.76	\$30,033.52	\$30,934.53	\$31,862.56	\$32,818.44	\$33,802.99	\$34,817.08	\$35,861.55	\$36,937.44	\$38,045.56	\$39,186.93	\$40,362.54	\$41,573.42	\$42,820.62
Grade 8	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
2007	\$26,145.00	\$26,928.36	\$27,737.23	\$28,569.36	\$29,426.03	\$30,309.22	\$31,218.50	\$32,155.05	\$33,119.70	\$34,113.29	\$35,136.69	\$36,190.79	\$37,276.52	\$38,394.81	\$39,546.66	\$40,733.06	\$41,955.05	\$43,213.70	\$44,510.11	\$45,845.42
Grade 9	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
2007	\$30,095.00	\$30,986.88	\$31,920.85	\$32,896.71	\$33,913.31	\$34,969.51	\$35,956.20	\$37,014.28	\$38,124.71	\$39,269.45	\$40,446.51	\$41,659.90	\$42,909.70	\$44,196.99	\$45,522.90	\$46,889.59	\$48,295.24	\$49,743.10	\$51,236.43	\$52,773.52
Grade 10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
2007	\$33,734.40	\$34,746.43	\$35,798.82	\$36,892.49	\$37,968.36	\$39,107.42	\$40,280.64	\$41,489.05	\$42,733.73	\$44,016.74	\$45,336.21	\$46,696.30	\$48,097.19	\$49,540.10	\$51,025.31	\$52,557.10	\$54,133.81	\$55,751.82	\$57,420.56	\$59,153.47
Grade 11	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
2007	\$36,300.00	\$37,389.00	\$38,510.67	\$39,665.99	\$40,855.97	\$42,081.65	\$43,344.10	\$44,644.42	\$45,983.75	\$47,363.27	\$48,784.16	\$50,247.69	\$51,755.12	\$53,307.77	\$54,907.01	\$56,554.32	\$58,250.84	\$59,996.37	\$61,788.32	\$63,632.27

Exhibit 3

**Sanitarian's Salary Grid**

Level	Education	Salary	Conditions of Employment	Grade	STEPS
Sanitarian I	4 year Bachelor's Degree with a minimum of 30 semester hours of science less than 12 months experience	33,734.40	Has 3 years to acquire licensure. Licensure: automatic promotion to Sanitarian III	10	1
Sanitarian II	4 year Bachelor's Degree with a minimum of 30 semester hours of science, Sanitarian experience between 13 months – 36 months New graduate with Environmental Health Bachelor Degree	35,788.82	Has 1 year to acquire Licensure Licensure: automatic promotion to Sanitarian III	10	3
Sanitarian III	4 year Bachelor's Degree with a minimum of 30 semester hours of science, Less than 5 years experience, & State licensure as LEHP	36,862.49	Must maintain licensure.	10	4
Sanitarian IV	4 year Bachelor's Degree with a minimum of 30 semester hours of science, More than 5 years experience, with State licensure as LEHP	37,968.36	Must maintain licensure.	10	5

**Implementation Plan for Existing Employees without Licensure:**

Bob Leonard promoted to Grade 9 status. If he leaves the Health Department the grade 9 will be promoted to a Grade 10 Sanitarian Position.

All unlicensed Sanitarians will be given one year from the date of the signed Union contract to complete the licensure or be terminated from the Sanitarian Series. Once Licensure is attained they will be placed accordingly within the grid structure.

Kane County Health Department

Exhibit 4

Classification	Employee Name	Step	Grade
<i>FULL - PART TIME</i>			

Receptionist	Aguirre, Maria	1a	5
Receptionist	Baron, V.	1a	5
Courier	Barrera, S.	3	5
Receptionist	Martinez, C.	6	5

Data Coordinator/Receptionist	Bun, S	7	6
Public Health Associate I	Andrade, A.	1a	6
Public Health Associate I	Ashley	23	6
Public Health Associate I	Avila, C.	1a	6
Public Health Associate I	Buchanan	9	6
Public Health Associate I	Camacho	1	6
Public Health Associate I	Campos	6	6
Public Health Associate I	DelToro	12	6
Public Health Associate I	Diaz, Claudia	7	6
Public Health Associate I	Figueroa, S.	14	6
Public Health Associate I	Fimreite, V.	9	6
Public Health Associate I	Garcia	9	6
Public Health Associate I	Gardea	10	6
Public Health Associate I	Gonzalez, A.	1	6
Public Health Associate I	Gavina	2	6
Public Health Associate I	Gonzalez, J.	14	6
Public Health Associate I	Millet	16	6
Public Health Associate I	Ortiz, S.	1a	6
Public Health Associate I	Palomar	6	6
Public Health Associate I	Pantoja	5	6
Public Health Associate I	Perez	1	6
Public Health Associate I	Reyes, Aracelis	2	6
Public Health Associate I	Rodriguez, E.	6	6
Public Health Associate I	Silva, Ana	3	6
Public Health Associate I	Solorzano, A.	4	6

Admin Assistant/ EH	Almanza	10	7
Admin Assistant/ EH	Arch	7	7
Admin Assistant/ KK	Contreras	8	7
Admin Assistant/APORS	Hernandez, L	5	7
Admin Assistant/ KK	Pizano, E.	8	7
Admin Assistant/Bioterrorism	Rios, Carolina	3	7

Admin Officer III	Ritter, D	5	7
Admin Assistant/FCM	Rosario	5	7

Case Monitor	Figuroa, I.	8	8
Case Monitor	Tijerina	13	8
Case Monitor	Urdaneta	13	8

Pharmaceutical Coordinator	Felkins, J.	7	9
EH Enforcement Officer III	Leonard	16	9

Sanitarian	Durczak, J.	1b	10
Sanitarian	Gaona, J	3	10
Sanitarian	Krebs	3	10
Sanitarian	LaPointe	3	10
Sanitarian	Mead	12	10
Sanitarian	Molnar	3	10
Sanitarian Registered	O'Driscoll	12	10
Sanitarian II - Registered	Peel	7	10
Sanitarian Registered	Swanson	21	10

Kane Kares Program Nurse	Brown, J. - 28	5	10
Kane Kares Program Nurse	Brown, K.	5	10
Kane Kares Program Nurse	Ferris, D.	5	10
Kane Kares Program Nurse	Fosen	6	10
Kane Kares Program Nurse	Reyna, Teresa	6	10
Kane Kares Program Nurse	Schleicher	3	10
Kane Kares Program Nurse	Turkington	6	10

Public Health Nurse	Bednarz	6	9
Public Health Nurse	Julien	9	9
Public Health Nurse	Kane-P.T - 21	6	9
Public Health Nurse	Lira, S.	4	9
Public Health Nurse	Okapal	10	9
Public Health Nurse	Swedberg, K	3	9
Public Health Nurse	Ward-P.T-21	6	9
Public Health Knurs	Zwart	9	9

Public Health Nurse	Beck - 24	6	10
Public Health Nurse	Biedrzycki	3	10
Public Health Nurse	Miller	3	10
Public Health Nurse	Moshier	2	10

Public Health Nurse	Murphy	7	10
Public Health Nurse	Sarro-Lowe(P.T) - 21	14	10
Public Health Nurse	Viyuoh, D.	5	10
Public Health Nurse	Walsh-P.T 21 hr.	6	10
Public Health Nurse	Zawacki, J.	3	10

Case Manager	Azher, M.	4	10
Case Manager	Boykin, L.	1	10
Case Manager	Charles	1	10
Case Manager	Cullinane, M.	1	10
Case Manager	Feder, R.	4	10
Case Manager	Flanders, C.	4	10
Case Manager	Garcia, V.	4	10
Case Manager	Gomez, F.	1	10
Case Manager	Guzman	4	10
Case Manager	Hohman,	3	10
Case Manager	Joynes, D.	1	10
Case Manager	Laurila,	1	10
Case Manager	Lewis	1	10
Case Manager	Martinez, I.	1	10
Case Manager	McCracken	3	10
Case Manager	Moore	8	10
Case Manager	Moshier	1	10
Case Manager	Nealy, S	3	10
Case Manager	Paris, J.	1	10
Case Manager	Posada, A.	2	10
Case Manager	Roman, T.	8	10
Case Manager	Valle, A.	4	10
Case Manager	Vega-Mitchell	1	10
Case Manager	Warren	3	10
Case Manager	White, J.	3	10
KidCare Communication Specialist	Wooten	19	10
Comm. Health Specialist	Zubrod	1	10

Disease Interv/ Specialist	Boline	1a	10
Disease Interv/ Specialist	Deist	1b	10

	Bruce	20	11
Health Educator	Springsteen	8	11

## APPENDIX A

Bargaining Unit employees shall receive the following:

Employees who are on the payroll upon the signing of this agreement and were employed as of December 1, 2006 will receive retro active pay from December 1, 2006. Employees on the payroll who were hired after December 1, 2006, will receive retro active pay to the date of hire.

All Union Employee's Salaries will be listed on a STEP Grid according to their Grade Level. (see Exhibit 1)

Effective upon the signing of this agreement, Nurses will be employed and paid according to the Nurse's Grid and criteria (see Exhibit 2)

Effective upon the signing of this agreement, Sanitarians will be employed and paid according to the Sanitarian's Grid and criteria (see Exhibit 3)

Exhibit 4 represents the STEP and GRADE Positions of current employees that is effective December 1, 2006.

Employees who are on the payroll on December 1, 2007 shall receive effective December 1, 2007, a one step increase on the salary grid in their respective grade.

Employees who are on the payroll on December 1, 2008 shall receive effective December 1, 2008 a one step increase on the salary grid in their respective grade.