

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**KANE COUNTY DEPARTMENT OF EMPLOYMENT AND EDUCATION**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES (AFSCME), COUNCIL 31, ON BEHALF OF AND WITH**

**LOCAL 3966, AFL-CIO**

**JULY 1, 2011 - JUNE 30, 2013**

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## **A G R E E M E N T**

This Agreement is between the KANE COUNTY DEPARTMENT OF EMPLOYMENT AND EDUCATION ("Employer") and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), COUNCIL 31, on behalf of and with Local 3966, AFL-CIO ("Union").

### **ARTICLE 1** **RECOGNITION**

The Employer recognizes the Union as a duly authorized representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment for all full-time and regular part-time employees in the positions of Employment & Training Representative/Assessment Specialist, Employment & Training Representative/Career Resource Specialist, Employment & Training Representative/Training Services, Employment & Training Representative/Intensive Services, Employment & Training Representative/Staff Assisted Services, Employment & Training Representative/Special Populations, but excluding all employees in the position: Executive Director; EO Officer & HR Specialist; Grants and Programs Compliance Manager; Administrator; Performance Manager & Netware Administrator; Netware Assistant; Accounting Manager; Program Support Coordinator; Assistant Director of Workforce Operations; Director of Workforce Operations, Program Support Assistant, as well as all supervisors, managerial, and confidential employees as defined by the Illinois Public Labor Relations Act, and all other persons excluded from coverage under the Act.

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 1. 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 with 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 disagrees with the decision of the Employer, they may submit the matter to Step 2 of the Grievance Procedure within ten (10) days from receipt of the Employer's decision.

**Section 2. 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 3. 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 upon request over the impact of such. Such negotiations shall include good faith impact bargaining as required under the Illinois Public Labor Relations Act. The Parties agree that a change in job title in the bargaining unit shall not remove the job position from the bargaining unit as long as the type of work performed by the position remains essentially the same.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

**Section 1.** It is understood and agreed that Employer continues to retain all rights to manage its business and direct the working force, including but not limited to: assignment of work to be done and the direction of the working force, including the right to hire, suspend or discharge for just cause, or to transfer or to release employees from duty because of lack of work or for other legitimate reasons, including budgetary reasons, to determine work schedules, determine the services, methods of providing services, equipment to be used, the size and composition of the work force; means and processes of providing services; to require those employees it chooses to work overtime; to discontinue or relocate its operations in whole or in part; and to establish and enforce reasonable work rules and reasonable work standards.

**Section 2.** All rights to manage its business shall remain in the Employer except as specifically limited by the terms of this Agreement.

**ARTICLE 3**  
**HOURS OF WORK**

**Section 1.** The workweek is a 168 hour period beginning at 0001 hours on Sunday and ending 2359 hours the following Saturday. The normal workweek shall consist of 37-1/2 hours normally beginning on Monday and ending on Friday. Employees' schedules are subject

to change as the Employer finds operational needs which require such change. However, where a permanent change in the normal work schedule is sought by the Employer, the Employer shall notify the Union at least thirty (30) days in advance concerning such changes and shall provide an opportunity to discuss said changes with the Union. Where a temporary change in the normal work schedule is sought by the Employer, the Employer shall notify the Union two (2) days in advance concerning such changes and shall provide an opportunity to discuss said changes with the Union.

**Section 2.** For all work in excess of forty (40) hours per week, employees shall receive Compensatory Time Off at the rate of one and one-half hours for each hour worked up to the maximum provided by "the Act" and for each hour above the maximum shall be paid one and one-half the regular hourly rate. For all work performed in excess of 37-1/2 hours, but less than 40 hours, employees will receive compensatory time or pay, at the employee's discretion, at the straight-time rate.

**Section 3.** Compensatory Time Off shall be taken not less than one-quarter (1/4) hour at a time. A request for Compensatory Time Off shall be made in writing and twenty-four (24) hours in advance. The request will be allowed if the efficient operation of the Employer's business is not affected.

**Section 4.** Employees shall receive two paid rest periods of fifteen (15) minutes and a one-half (1/2) hour unpaid meal period. Immediately following ratification of this Agreement by both parties, employees may elect to extend the workday by one-half (1/2) hour and receive a one (1) hour unpaid lunch period (e.g., 8:30 a.m. - 5:00 p.m.). This election will remain in effect for the duration of this Agreement. This election will also be subject to the approval of the Employer based on its operational needs, which approval shall not be unreasonably denied.

Nothing contained in this Article is a guarantee of work hours for employees.

#### **ARTICLE 4** **SENIORITY**

**Section 1.** Seniority is defined as an employee's length of continuous service with the Employer since the employee's last date of hire. For purposes 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. (Use for vacation and sick leave accrual).

(b) Classification Seniority means the length of uninterrupted employment an employee has in his/her current classification.

(c) Bargaining Unit Seniority means the length of uninterrupted employment an employee has in a bargaining unit position. (Use for layoff)

**Section 2.** The Employer shall provide a current seniority roster by e-mail to the Union and bi-annually thereafter, according to classification, noting date of hire and position on roster.

**Section 3.** All employees shall complete a probationary period of six (6) months before obtaining seniority and after completing the probationary period the seniority date shall revert to the date of hire. Probationary employees may be terminated without recourse to the grievance procedure.

#### **Procedure for Layoff**

1. When employees are removed from their grade for the purpose of reducing the work force, the employee with the least bargaining unit seniority shall be removed first. Probationary and seasonal employees shall be removed before regular employees.

2. A removed employee may bump, conditioned upon being qualified, as determined by the Employer, in the following order:

a. To a vacancy, if any, in the same pay grade;

- b. To bump the least senior employee in the same pay grade;
- c. To a vacancy, if any, in the next lower pay grade;
- d. To bump the least senior employee in the next lower pay grade;

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

### **Procedure for Recall**

An employee with seniority who has been laid off or transferred as a result of a layoff shall be recalled to work, conditioned upon ability to perform the work available, in accordance with the reverse application of the procedure for layoff. Recall rights shall continue for eighteen (18) months after an employee has been laid off. No new employees at all shall be hired until all qualified employees on layoff desiring to return to work shall have been given the opportunity to return to work.

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

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

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

### **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.

### **Benefits**

Benefits at layoffs are those applicable to terminations. An employee who is laid off may elect COBRA coverage but at the appropriate employee rate for up to six (6) months as long as the



employee portion of the monthly premium is paid by the 15<sup>th</sup> of each month. After six (6) months, the remaining term of the COBRA election must be paid at the COBRA rate.

**Section 4.** Job openings will be e-mailed to employees, but will also be posted as they occur on prominent bulletin boards in all job locations for a period of a minimum of seven (7) working days. One of the factors the Employer will consider in promotions is classification seniority. Furthermore, the Employer agrees that before hiring from outside of the Agency to fill bargaining unit positions, it will first consider internal qualified applicants who submit a request to the Executive Director asking to be considered for the position.

**Section 5.** Seniority shall be broken and an employee shall be terminated by:

(a) Voluntary quit or retirement.

(b) Discharge for cause, unless reversed by the Grievance Procedure.

(1) Layoff in excess of eighteen (18) months or the length of the employee's seniority, whichever is shorter.

(c) Failure to return to work within seven (7) calendar days of notification to return to work after layoff.

(d) Failure to return at the end of an authorized leave of absence.

(e) Failure to report for scheduled work for three (3) consecutive working days without notification to the Employer, unless circumstances preclude the employee, or someone on the employee's behalf, from giving such notice.

## **ARTICLE 5** **UNION SECURITY**

### **Section 1. Deductions**

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

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

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

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

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

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the Illinois Public Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees and shall be remitted each payday to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required of 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 6  
UNION RIGHTS**

**Section 1.** Employees shall be allowed reasonable time off with pay when required by the Employer to attend meetings by virtue of being Union representatives, stewards, witnesses or grievants. All other Union business shall be conducted off the Employer's time and without pay. The Employer agrees to allow, with consideration for operational needs, two employees up to four (4) paid days off for the purpose of attending Union conferences, trainings and conventions. The Union or employee shall provide at least thirty (30) days notice and the dates the employee will attend the conference or convention..

**Section 2.** The Employer agrees to allow the staff representative of the Union to visit the Employer's facility provided (1) the staff representative shall first report to the Executive Director or the Director of Branch Operations, or their designee and (2) the staff representative does not interfere with the employees or cause them to neglect their work or in any manner interfere with Employer's business or operations.

**Section 3.** The Union shall be allowed to post notices on bulletin boards of meetings and other contract administration matters provided that a copy is first given to the Executive Director or the Director of Workforce Operations or their designee. The Employer will assign bulletin board space for the exclusive use of the Union.

**Section 4.** The Employer shall notify the Union of personnel transactions such actions as new hires, promotions, layoffs, re-employment, transfers, leaves, returns from leave, suspension, discharge and termination. This notification will be in writing and done monthly. In April of every year, the Employer will provide the Union with names and addresses of all the employees.

**Section 5.** By mutual agreement regarding time, place and duration, the Union shall be allowed to orient new employees for the purpose of informing them of their rights and obligations under the Collective Bargaining Agreement. This will be done without loss of pay for the employees involved. The Employer shall inform the Chief Steward, and if one is not designated then the Staff Representative, of all employees hired and the Union shall inform the Employer as to who will carry out the Union orientation.

**Section 6.** The Employer will provide each bargaining unit member with a copy of the collective bargaining agreement.

**ARTICLE 7**  
**WAGES**

Employees' wages shall be as set forth in Appendix A.

**ARTICLE 8**  
**INSURANCE**

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

- (a) The Employer shall provide comprehensive insurance programs for hospitalization, medical, vision and dental coverage for each covered employee who chooses to participate and their eligible dependents similar to the coverage which is currently in effect. Plan design changes are included in Appendix C.
- (b) Premium costs are shared by the employee and the County through payroll deduction and a pre-tax deduction Section 125 Plan is available at the time of enrollment. The program, based on the employees' selection of plan, shall be shared by the County and bargaining unit employees at the overall rate of eighty-five percent (85%) borne by the County and fifteen percent (15%) borne by the employees.

The above provision notwithstanding, except based on the employees selection of a different plan during the open enrollment period, there shall be no increase in the amount of the employees current contribution for hospitalization and medical insurance prior to January 1, 2013.

- (c) The County reserves the right to self insure, change carriers and engage in cost containment measures during the term of this Agreement so long as the benefits and coverages sought are substantially similar to those being currently offered.

1. The parties agree to continue the implementation of a Wellness Plan component for Employees and spouses covered by the county's health insurance plans. Participaton in the Wellness Plan shall be defined as participating in an annual health evaluation which shall continue to be limited to completing an assessment, providing a blood sample and receiving a health evaluation report. No other additional action on the part of any employee or spouse shall be required. The Employers agree that participation (or non-participation) in the Wellness Plan shall not be used in any way to initiate or support an employment action of any kind. The parties further agree that accommodations shall be made to facilitate participation of retired employees that reside outside of Kane County. Participation in the Wellness Plan shall not require or constitutes any waiver of an individual's right to privacy under HIPPA, or other applicable laws. Employees and/or their spouses that choose not to participate shall continue to pay an additional \$50 per employee and/or spouse toward health insurance premiums.

- (d) The parties further recognize that while each plan offered by the County may provide for different percentage levels of contributions, the overall contribution rate shall be as set forth in paragraph (b) above. However, the Employer agrees that each plan year the parties will negotiate possible changes in the contribution percentages for each plan. Provided however, the parties recognize the overall contribution rate set forth in paragraph (b) above must be maintained. The parties further understand that any changes in percentages of contributions in these plans must be consistent with sound insurance practices as it relates to the cost

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

**Section 2. Future Plans**

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

**Section 3. Life Insurance**

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

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

(a) Retirees

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

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

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

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

(b) Medicare Eligible Retirees, Disabled Employees and Surviving Spouses

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

**ARTICLE 9**  
**HOLIDAYS**

**Section 1.** All employees shall receive holidays approved annually by the County for non-court related offices of Kane County which currently are those listed in Appendix B attached hereto.

**Section 2.** Regular full-time employees shall receive a full day's pay provided that the employee must work all of the time for which he/she is scheduled on the last scheduled working day before and the first scheduled working day after the holiday, unless the employee has been approved by the Employer to receive scheduled time off.

**Section 3.** Regular part-time employees shall receive pay proportional to the average number of hours normally worked (i.e., normally work four (4) hours a day, shall receive four (4) hours pay), under the same conditions as regular full-time employees.

**Section 4.** When a scheduled holiday occurs during a scheduled vacation, an additional 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 accumulated paid holiday off to be taken at a mutually agreed upon later date.

**ARTICLE 10**  
**LEAVES OF ABSENCE**

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

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

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

**TYPES OF LEAVES OF ABSENCE**

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

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

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

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

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

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

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

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

#### EXPIRATION OF ENTITLEMENT

Subject to the policy statement above, an employee taking leave due to the birth or placement of a child, the personal illness of the employee, a family illness or a qualifying exigency, may be eligible for up to 12 work weeks of leave a year that

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

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

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

Leave Taken Intermittently or on a Reduced Schedule - Leave for the birth or placement of a child may not be taken by an employee intermittently or on a reduced leave schedule unless the employee and the department head agree. Leave in order to care for a spouse, son, daughter or parent with a serious health condition or because of an employee's serious health condition or to care for a covered service member may be taken intermittently or on a reduced leave schedule when medically necessary.

#### Foreseeable Leave

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

- (b) shall provide the department head with not less than 30 days notice, before the date the leave is to begin, of the employee's intent to take leave, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.
- in any case in which the necessity for leave due to active duty of the family member is foreseeable, the employee shall provide such notice to the department head as is reasonable and practicable.

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

In any case in which the department head has reason to doubt the validity of the certification provided, the department head may require, at the County's expense, that the employee obtain the opinion of a second health care provider designated or approved by the County; however the selected health care provider may not be employed on a regular basis by the County. Pending receipt of the second medical opinion, the employee is provisionally entitled to

the benefits of leave. If the certifications do not ultimately establish the employee's entitlement to FMLA leave, the leave shall not be designated as FMLA leave and may be treated as paid or unpaid leave under the County's established leave policies.

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

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

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

participate and cooperate in the fitness for duty certification process as in the initial certification process.

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

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

(B) Military Leave - Any full time employee, who is a member of any reserve component of the U.S. Armed Forces or Illinois State Militia (National Guard) shall be granted leave from his or her County

employment for any period actively spent in military service, including: basic training; annual training, or special or advance training. During leaves for annual training (typically 14-15 days, but can be longer), the employee shall continue to receive his or her regular compensation as a County employee. During leaves for basic training and up to 60 days of special or advanced training, if the employee's compensation for military activities is less than his or her compensation as a County employee, he or she shall receive his or her regular compensation as a County employee minus the amount of his or her base pay for military activities.

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

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



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

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

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

(D) Personal Leave - May be granted or denied at the discretion of the department head based on the facts of each individual case. The reason for this type of leave must be of a nature involving a serious family problem or some similar circumstance. The guidelines listed under the "Rules, Regulations and Procedures" section of this policy must be adhered to in all cases.

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

(F) Workers' Compensation Leave - All employees experiencing an occupational disability due to an accident or illness arising out of and in the course of their employment may be placed on a workers' compensation leave. Participating employees should apply for IMRF disability benefits if eligible (see Workers' Compensation).

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

(H) Victim's Economic Security and Safety Act (VESSA) Leave – An employee who is a victim of domestic or sexual violence or who has a family or household member who is a victim of domestic or sexual violence may take up to a total of 12 work weeks of leave from work during any 12-month period to address the domestic or sexual violence, as detailed in VESSA. This may include seeking medical attention or counseling for injuries or psychological trauma, obtaining victim services, relocating, seeking legal assistance or participating in a related court proceeding. Neither this section nor VESSA creates additional rights for an employee to

take leave that exceeds the unpaid leave time under, or is in addition to unpaid leave time permitted by, the federal Family and Medical Leave Act of 1993.

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

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

## RULES, REGULATIONS AND PROCEDURES

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

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

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

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

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

#### PROCEDURE

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

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

### ARTICLE 11

#### EMPLOYEE BLOOD DONATION

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 15 days 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 12

### VACATIONS

**Section 1.** Vacation time is calculated from the first of the month in which the last date of hire occurred. After one year of continuous service, all employees are entitled to vacation with pay in accordance with the following schedule:

at completion of 1 year = 10 days

at completion of 5 years = 15 days

at completion of 15 years = 20 days

Vacation pay is calculated on the basis of the employee's normal workweek. Employees on a regular part-time job shall receive vacation pay proportionate to the average number of hours normally worked.

#### **Section 2.**

(a) Vacation Carry-over from year to year: All vacation earned during a year must be taken during the following year or it will be forfeited. No vacation credit will be allowed to accrue from year to year.

(b) Holidays: When a holiday falls during a scheduled vacation period, the employee will be paid holiday pay instead of vacation pay for the holiday. An additional vacation day off may be taken during that anniversary year by arrangement with the Chief Executive Officer or designee.

(c) Vacation Payment: No salary payment shall be made in lieu of vacation not taken.

Employees who will be on vacation on payday may have their paychecks deposited by mail in their checking or savings account. A written request for this service should be made to the County Payroll Supervisor, including a deposit slip, at least two workdays before the payday.

(d) Vacation Pay Upon Termination: Employees with less than one year of service are not entitled to any vacation pay upon termination. Employees with one year or more continuous County service shall receive pay for unused vacation (vacation earned in the previous year) and for accrued vacation (vacation earned for each completed month employed from the last anniversary date during the year in which termination occurs).

### **Section 3. Vacation Schedules**

Vacations will be scheduled with prime consideration given to the efficient operation of each department. While employees' requests will be honored whenever possible, final approval must be given by the Executive Director or designee to provide continuity of operations. Vacation time shall be taken in no less than one-quarter (1/4) hour increments, but preferably in half or full-day increments, with the approval of the Executive Director or designee.

## **ARTICLE 13 SICK AND FUNERAL LEAVE POLICY**

**Section 1. General Provisions** – It is the policy of Kane County to provide protection for eligible employees against loss of income because of illness. To insure that protection, the County has made provisions for both short-term and extended sick leave reserve. 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 sick or funeral pay earned and accumulated prior to December 1, 1989, before they can use short-term sick leave or extended sick leave.

**Section 2. Short-Term Sick Leave/Personal Day Accumulation** - "Sick leave year" is defined as the twelve month period beginning December 1 of each year. Eligible employees who have completed twelve months of continuous service as of December 1 of the applicable sick leave year, will be credited with five (5) days. Employees must complete six (6) months of continuous County employment before they are eligible to earn sick leave. Employees who have completed less than twelve 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 (1) and ¼ day for each remaining quarter in that sick leave year. Employees are entitled to the sick leave the first day of each quarter.

**Section 3. Short-Term Sick Leave/Personal Day Utilization** - An employee's short-term sick leave credit can be used for personal and family injury or illness, maternity, doctor and dentist appointments or personal days. Employees may use more than one (1 1/4) sick/personal day per quarter, however, if a terminating employee has used more sick/personal days than have been earned for the number of quarters worked, the employee will be required to repay any unearned sick/personal days.

**Section 4. Unused Short-Term Sick Day/Carry Over and Payment at Termination** - Short-term sick days will not accumulate from year to year. At the end of the sick leave year, all unused short-term sick leave for employees will roll over into extended sick leave. Upon termination, employees will be paid for any unused short-term sick leave at the rate of one (1 1/4) day for every quarter worked in the benefit year provided they give fourteen (14) calendar days' notice.

**Section 5. Extended Sick Leave Accumulation** - Eligible employees will be credited with one (1) day of extended sick leave per month after the completion of six (6) months



of continuous County employment. Unused extended sick leave will carry over from year to year and may accumulate to a maximum of 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.

**Section 7. 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 (1) year of additional pension service for unused extended sick leave at the rate of one month for every twenty days of fraction thereof (1:20). To qualify for this pension credit, the effective date of pension must be within sixty (60) days of termination. This additional pension service credit provision applies solely to employees retiring with an IMRF pension. Converted extended sick leave cannot be used to meet the requirements of a minimum of eight (8) years for an IMRF pension or 35 years for a non-discounted pension under age 60.

**Section 8. Bereavement Leave** - In the event of a death in an employee's immediate family, the employee will be allowed three (3) days with pay for time actually lost provided said three (3) are taken within seven (7) calendar days following the death of the family member or within seven (7) calendar days following the funeral, burial, or memorial service for the family member. Immediate family members are defined as including the employee's children (step and

adopted), father, mother, current spouse, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren and current spouse's grandchildren. In the case where an employee has entered into a civil union, per Illinois state law, immediate family includes his/her father, mother, brother, sister, children and grandchildren. These days will not be deducted from sick pay. Employees must notify their immediate supervisor of the death, the employee's relationship to the deceased and the expected time of absence. If an employee wants any time off beyond three days, the employee must request approval from their department head. Any additional time off beyond the three (3) days will be deducted from any accrued time the employee has available for use.

**Section 9. Reopener**

If the County adopts a Paid Time Off (PTO) Plan which is more beneficial than the current time off benefits set forth in this Agreement, the Union may seek to reopen those provisions for the purpose of obtaining said PTO Plan.

**ARTICLE 14**  
**DISCIPLINE**

**SECTION 1. DISCIPLINE AND DISCHARGE**

The parties recognize the principles of progressive and corrective discipline.

Disciplinary action or measures should include the following:

Oral reprimand

Written reprimand

Suspension (notice to be given in writing)

Discharge (notice to be given in writing)

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

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

## **SECTION 2.           LIMITATION**

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

## **SECTION 3.           PRE-DISCIPLINARY MEETING**

For discipline other than oral reprimands, prior to imposing the contemplated discipline on the employee, the Employer shall meet with the employee involved and inform the employee of the contemplated discipline and the reason thereof. The Union will be notified by the Employer that it wishes to hold a pre-disciplinary meeting. The employee shall be informed

of her contract rights to union representation and it shall be provided, if requested by the employee. The employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Union representative shall be available within twenty-four (24) hours of notification. If the employee does not request Union representative, a Union representative shall nevertheless be entitled to be present as a non-active participant to any and all such meetings, provided that said Union representative must be available when the meetings take place within 24 hours after notice.

If the Employer determines that there is evidence or reasonable suspicion that an employee has committed a serious or flagrant offense or one which could have detrimental impact on the morale of the office or to the integrity of its operations, at Employer's discretion, an employee may be placed on administrative leave and will notify the Union in writing within two (2) business days. If the employee desires to contest being placed on administrative leave, he or a Union representative shall give written notice thereof to the Employer within (7) business days of the commencement of the leave. In such event, the dispute shall be submitted and processed under the grievance procedure set forth in Article 10 of the Agreement commencing at Step 3.

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

Where the Employer desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Employer agrees to first inform

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

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

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

#### **ARTICLE 15 NO STRIKE – NO LOCKOUT**

The Union agrees that there will be no strike or interruption of the normal operation of the Employer's business by the Union or its members during the term of this Agreement. The Employer agrees that there shall be no lockout.

**ARTICLE 16**  
**GRIEVANCE PROCEDURE**

**Section 1.** Should any dispute arise over the application or interpretation of this Agreement that affects an employee's wages, hours or other conditions of employment, it is agreed that neither party shall resort to strike or lockout and that such dispute shall be disposed of in accordance with the provisions of Section 2 of this Article.

**Section 2.** It is further agreed that in order that disputes and disagreements between the parties hereto may be settled and adjusted amicably, the following procedure shall be followed.

**Step 1.** The Union Representative, with or without the employee, shall present the grievance, in writing, to the Immediate Supervisor or designee within ten (10) working days after knowledge of the occurrence of the event giving rise thereto or the grievance shall be considered to be waived. The answer to the grievance shall be given within ten (10) working days. If no answer is given, the party may move the grievance to the next step.

**Step 2.** The Union Representative, with or without the employee, shall present the grievance, in writing, to the Executive Director or designee within ten (10) working days after the Step 1 answer or if no answer is given, the end of the period for giving a Step 1 answer or the grievance shall be considered to be waived. The answer to the grievance shall be given within ten (10) working days. If no answer is given, the party may move the grievance to the next step.

**Step 3.** If the grievance is not settled in accordance with the foregoing procedure, the grievance may be submitted to binding arbitration in Step 3. The party requesting Step 3 shall deliver to the other party a written request within thirty (30) working days from the Step 2 answer or if no answer is given, the end of the period for giving a Step 2 answer or the grievance shall be considered waived. If the parties are unable to agree upon an arbitrator upon delivery of

the request for arbitration, either party shall request a list of seven (7) names from the Federal Mediation and Conciliation Service and shall strike names to determine which one shall sit as arbitrator, with the party filing the grievance to strike the first name.

**Section 3.** The arbitrator selected by the parties shall be notified of the arbitrator's selection by a letter from the Employer or the Union requesting that the arbitrator set a time and place, subject to the availability of the parties' representatives. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issues submitted to the arbitrator in writing by the Employer and the Union and shall have no authority to make a recommendation on any other issue not so submitted to the arbitrator. The arbitrator's interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance and shall be final and binding. The fee and expenses of the arbitrator shall be divided equally between the Employer and the Union.

## **ARTICLE 17** **LABOR-MANAGEMENT COMMITTEE**

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

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) business days in advance by either party by placing in writing a request to the other for a Labor-Management Committee meeting and expressly providing the agenda for such meeting. If there is no agenda prepared and submitted by the requesting party, there shall be no meeting. Either party may add to the agenda no later than three (3) days prior to the scheduled meeting date, unless otherwise mutually agreed. In no event shall an employee

be entitled to overtime compensation for participation in a labor-management committee meeting. The Union may designate an employee from each office to attend the meeting, provided, however, operations shall not be disrupted. The substance of these meetings shall include the subjects listed on the agenda, and those otherwise mutually agreed upon, which may include discussion of:

- (a) The implementation and general administration of this Agreement and policies and procedures of the Office;
- (b) A sharing of general information of interest to the parties;
- (c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.
- (d) Safety, health and security issues relating to employees.
- (e) Pre-tax child care; office policies and procedures, automobile usage on County business, tuition reimbursement.

The Employer and the Union agree to cooperate with each other in matters of the Administration of this Agreement. To effectuate the purposes and intent of the parties, both parties agree to meet quarterly unless mutually agreed otherwise. Meetings shall be limited to two (2) hours.

In addition to the purposes set forth above, the Employer will participate in a Labor-Management meeting, when appropriate, in order to receive input from the bargaining unit regarding possible changes in job descriptions/job classifications due to the implementation of WIA and the negotiation of Memoranda of Understandings with other agencies. The intent of this provision is to discuss the status of Memoranda of Understandings negotiations and the impact that the Memoranda of Understandings negotiations may have on the bargaining unit.



**Section 2. Integrity of Grievance Procedure**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure and shall not be used to address personal 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 Management. The employee may be accompanied by a Union Representative at such meeting. Such discussions may take place during an 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 Committee meetings, employees shall, before leaving their work station, give reasonable notice to and receive approval from their Supervisor in order to remain in pay status. Such approval shall not be unreasonably withheld and shall be withheld only when the Employer determines that office productivity will be adversely affected in which case an alternate employee may be chosen to participate.

**ARTICLE 18**  
**TEMPORARY ASSIGNMENT**

The Employer may, as it finds necessary, temporarily assign employees to a different classification and the employee's rate of pay shall not be reduced. If the classification to which the Employer has assigned the employee has a higher rate of pay, the employee shall receive the higher rate of pay after five (5) consecutive working days in the temporary assignment. Upon expiration of the temporary assignment, the additional pay shall be discontinued and the employee shall be returned to the classification and position from which they were transferred with their original classification.

**ARTICLE 19**  
**OUTSIDE EMPLOYMENT**

The Employer retains the right to request information relating to employment held outside this office when such activities appear to be adversely impacting the performance of the employee during the Employer's workday, or there is an appearance of conflict of interest with their employment. The Employer will make this request in writing to the employee, and requests a written response within five (5) calendar days.

**ARTICLE 20**  
**GRATUITIES**

No employee shall solicit or accept gratuities, favors, or anything of monetary value from any actual or potential recipient of Employer funds or contractor of goods or services.

**ARTICLE 21**  
**MISCELLANEOUS PROVISIONS**

**Section 1.** All employees in the bargaining unit shall be furnished the most recent copy of their job description.

**Section 2. Evaluations** - The Union and Employer encourage periodic evaluation conferences between the employee and supervisor. A written evaluation done by the supervisor is required at least once a year and it will be discussed with the employee. The employee will be given a copy upon completion. The employee will sign the evaluation as recognition of having read it but such signature shall not constitute agreement with the evaluation. If an employee disagrees with the evaluation, he/she may write a letter of disagreement which will be placed in the file. The Employer and staff have developed a new evaluation form that includes all duties and responsibilities of the employees.

**Section 3. Safety and Health** - The Employer and Union shall cooperate so that the Employer can continue its efforts to provide for a safe working environment, including tools and equipment, for its employees as is legally required by federal and state laws.

**Section 4. Alternative Schedules** - Alternative schedules and flex-time may be utilized if agreed to by the Executive Director or her designee.

**Section 5.** Should the County adopt a new sick leave policy or tuition policy for non-bargained employees, upon request by the Union, said plans will be made applicable to this bargaining unit.

**Section 6. Employee Development & Training** - The Employer and Union recognize the need for the training and development of employees in order that services are efficiently, effectively and accurately provided and the employees are afforded the opportunity to develop their skills and potential. The Employer shall provide employees with reasonable orientation with respect to current procedures, methods, and techniques normally used in such employees' work. The Employer subscribes to the principles of career development and promotion from within. Courses and seminars, and related expenses, which are required by the Employer will be paid by the Employer.

**Section 7. Non-Discrimination**

The Employer does not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status. The Employer will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. The

Employer will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Employer will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, creed, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status.

**ARTICLE 22**  
**PAY PERIODS**

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 1/26th 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 1/27th of the annual salary. When a payday falls on Saturday, Sunday or a holiday, the paycheck is distributed the preceding workday.

**ARTICLE 23**  
**MILEAGE/PER DIEM**

When the Employer requires an employee to use the employee's car for business purposes, or the employee is otherwise entitled to per diem, the rate of reimbursement shall be consistent with that which is contained in Section 2-72 of the Kane County Code. Future increases in mileage or per diem reimbursement by Kane County shall become effective for employees under this Agreement for the month in which the increase is effective for County employees. It is further understood that where a Grant sets forth a contractual rate for mileage or per diem which is different from the Kane County rate, the Grant rate shall prevail.

**ARTICLE 24**  
**CONFLICT OF INTEREST**

**Section 1.** All staff involved in the awarding of financial assistance or in conducting of procurement activities shall avoid any personal conflict of interest in carrying out these responsibilities.

**Section 2.** It will be the obligation of an employee to advise the Executive Director of any affiliations the employee may have with an organization in which the employee directly deals with in a funding or procurement capacity.

**ARTICLE 25**  
**DISCLOSURE OF INFORMATION**

**Section 1.** No disclosure of information on a staff person or participant shall be provided to an outside individual or organization unless a written authorization has been provided by that person releasing the requested information.

**Section 2.** Information may be released to the respective public agency officials without written consent based on statute, regulation, and reciprocal information disclosure agreements signed by this office.

**Section 3.** Requests for information from other agencies, employers, etc., should be referred to the Executive Director or designee for action.

**Section 4.** Disclosure of information regarding a staff person or participant between employees shall solely be based on professional informational needs to carry out a person's job responsibilities. This information shall be relayed from one staff person to another in a discreet and confidential manner.

**ARTICLE 26**  
**SEPARABILITY AND SAVINGS CLAUSE**

If any Article or Section of this Agreement or of any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplements or riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

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

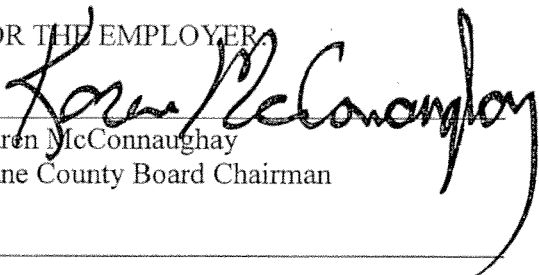
This Contract sets forth the entire understanding and agreements of the parties and may not be modified in any respect except by writings subscribed to by the parties. Nothing in this contract shall be construed as requiring either party hereto to do or refrain from doing anything not explicitly and expressly set forth in this contract; nor shall any party be deemed to have agreed to or promised to or refrain from doing anything unless this Agreement explicitly and expressly sets forth such agreement or promise.

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**  
**DURATION OF AGREEMENT**

IT IS UNDERSTOOD AND AGREED, by the parties hereto, that this Agreement shall be in full force and effect from July 1, 2011 to June 30, 2013, and it shall be automatically renewed thereafter from year to year unless either party notifies the other in writing at least sixty (60) days prior to the expiration date that it desires to modify or terminate this Agreement.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
Karen McConaughay  
Kane County Board Chairman


\_\_\_\_\_  
Date

**OCTOBER 25, 2012**

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

FOR THE UNION:

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

\_\_\_\_\_  
Date

**9/12/12**

APPENDIX A-1

KANE COUNTY DEPARTMENT OF EMPLOYMENT AND EDUCATION  
POSITION, WAGE AND SALARY CLASSIFICATION SYSTEM

BARGAINING UNIT POSITIONS

POSITION	COMPENSATION LEVEL	MINIMUM SALARY IN RANGE
Employment & Training Representative/Assessments	5	\$30,576
Employment & Training Representative	4	26,100



**APPENDIX A-2**

1. Bargaining unit employees who were on the payroll as of July 1, 2011 and were also on the payroll on the date of the Union's ratification, shall receive the following increases:

Effective July 1, 2011 – 1.5% lump sum bonus.

Effective July 1, 2012, employees will receive a 2% across the board wage increase.

The Union will provide the exact date of ratification to the Employer.

**APPENDIX B**

**2011 HOLIDAY SCHEDULE**

**KANE COUNTY GOVERNMENT**

KANE COUNTY



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