

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, 2017 - NOVEMBER 30, 2021

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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 Community Health Specialist I – Public Health Associate, Community Health Specialist I – Administrative Assistant, Community Health Specialist II – Public Health Nurse, Community Health Specialist II – Surveillance Specialist, Community Health Specialist II – Community Health Practitioner, Community Health Specialist II – Environmental Health Practitioner, Community Health Specialist III – Health Planner, Community Health Specialist III – Epidemiologist Communicable Diseases, Community Health Specialist III – Epidemiologist Generalist, Community Health Specialist III – Data and Quality Coordinator, Community Health Specialist III – Emergency Response Coordinator, Community Health Specialist III – Communications Coordinator, Community Health Specialist III – Health Initiative Coordinator employed by the County of Kane.

Excluded: Executive Director, Assistant Director for Administration, Assistant Director for Community Health Resources, Assistant Director for Communicable Disease, Assistant Director for Public Health Nursing, Assistant Director for Environmental Health, Assistant Director for Community Health, Clinical Supervisor, Environmental Supervisor and Administrative Assistant 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 member's 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. Notice and Appeal

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

Section 3. 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

The Union agrees that there will be no participation or support in any sympathy strike, work stoppage, slow down or other interruption of the Employer's business by the Union or its members during the term of this Agreement. The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that, in the event any such acts (or inaction) takes place and/or are engaged in by any employee or group or group of employees. The Union further agrees it will use its best efforts to cause an immediate cessation thereof within twenty-four (24) hours. The Employer agrees that there shall be no lockout during the term of this Agreement

Both parties shall be entitled to all remedies available at law based on any violation of this Article.

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.
- (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.
- (D) Bargaining Unit Seniority means the length of uninterrupted employment in a bargaining unit position 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 18 months, 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 division for the purpose of reducing the work force of any classification within a division, the employee with the least bargaining unit seniority in the affected classification within the division shall be removed first. Probationary employees shall be laid off first.
- (B) A removed employee shall bump, 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 replace an employee with less seniority, if any, in the same classification and the same pay grade.
 3. To a vacancy, if any, in another 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.

- (C) A removed employee shall have the procedures applied as set forth in subsection (B) above, until the employee is transferred or laid off.
- (D) 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.
- (E) 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.
- (F) Layoff of probationary employees shall be by date of hire (i.e., start date).

- (G) 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.
- (H) 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 eighteen months 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 a group of 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 (and/or designee) shall meet with the steward and grievants) to discuss the grievance within fifteen (15) business days and 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 (and/or designee) shall meet with the steward and grievant(s) to discuss the grievance within fifteen (15) business days and render a written response to the grievance within seven (7) business days after the grievance is presented at this Step.

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 at this level of the grievance procedure.

STEP 4. Arbitration

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

Section 3. 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 nor 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 4. 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 5. 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 6. 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 7. 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 when appropriate.

- (A) Disciplinary action or measures should include the following:
 - 1. Oral reprimand (notice to be given in writing)
 - 2. Two (2) written reprimands (notice to be given in writing)
 - 3. Suspension (notice to be given in writing)
 - 4. Discharge (notice to be given in writing)
- (B) Disciplinary action may be imposed upon an employee only for just cause.
- (C) 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 reprimands, written reprimands and/or suspensions but such signature does not indicate that employees are in agreement with the discipline. The Employer will inform AFSCME and the affected employee(s) of any contemplated disciplinary action as soon as practicable after the Employer's completion of its investigation.

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.

**ARTICLE 11.
PERSONNEL FILES**

Section 1. Personnel Files and Right to Inspection by Employee

As part of the scheduling of the annual evaluation meeting, the Employer will notify employee of his/her right to inspect his/her personnel file pursuant to Article 11 of the CBA, subject to the following:

- (A) 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 following the inspection.
- (B) Upon written authorization by the requesting employee (as reflected on the form provided for this purpose), that employee may have a representative of the Union present during such inspection.

Pre-employment information, such as reference reports or other information that is exempt from disclosure pursuant to the Illinois Personnel Record Review Act will not be subject to inspection by Employee (or the union) and shall be retained in a confidential manner by the Employer when appropriate.

Section 2. 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 3. 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 4. 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

- (A) Each eligible and approved course may be reimbursed up to a maximum of fifty percent (50%) of the cost of tuition for the course.
- (B) The maximum reimbursable amount for each employee shall not exceed \$2,400 in any fiscal year.
- (C) If an employee receives total reimbursements in a calendar year that exceeds \$5,250 (or the amount then in effect as specified by Section 127 of the Internal Revenue Service Code) the amount that exceeds \$5,250 will be included in the taxable gross income of the employee.
- (D) The lifetime maximum reimbursable to any individual employee may not exceed \$9,600.
- (E) 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.

- (F) The amount of any reimbursement shall be reduced by the amount received from any other source, i.e., grants, fellowships, and scholarships.
- (G) The County will not pay reimbursement to any employee who resigns or is terminated for any reason (except involuntary separation). Involuntary separation occurs when the County takes action to end the employment relationship.
- (H) 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 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 the employee leaves within six (6) months of receiving the last course reimbursement.
 - 75% of any tuition reimbursed for courses completed within the one (1) year period if the employee leaves six (6) months after but before twelve (12) months of receiving the last course reimbursement.
- (I) It is the employee's responsibility to arrange a class schedule that does not conflict with his/her regular work hours. It is expected that time needed to take classes will be limited to the employee's paid time off or after work hours. If a course is available only during regular work hours, the department head or elected official has discretion to permit an employee's absence from work if the operational needs of the office or department will not be negatively affected. Any work time missed for class and travel time must be made up.

Section 3. Certifications

- (A) The Health Department will provide eligible employees a three percent (3%) increase in base pay after attaining their initial license from the State of Illinois and/or the following certifications: English/Spanish Medical Interpreter, Licensed Environmental Health Practitioner, Clinical Nurse Specialist and Certified Lactation Consultants. Any other certifications will be determined per the Task Force on certifications as per past practice and the language in this contract agreement.
- (B) Compensation:
- Compensation will be provided to Health Department employees 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 three percent (3%) wage 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).

(H) 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.

(I) 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 Board Executive Committee.

Section 2.

Regular full-time employees shall receive a full day's pay: However, when an employee takes an unscheduled/unexcused day off for any reason before or after a holiday, the employee will not be paid for the holiday, except if the employee provides a doctor's note. If an employee comes to work either the day before or day after a holiday and it is apparent to the Employer that the employee needs to leave work due to illness, the employee will not have to provide a doctor's note.

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.

At the discretion of the employee who worked on a holiday, the employee may either: (a) receive compensation only for the hours actually worked on the holiday and take a full alternate paid day off at a later date, or (b) receive compensation for the hours actually worked on the holiday as well as holiday pay for the portion of the holiday that was not worked, and take a partial alternate paid day off at a later date equal to the number of hours that the employee worked on the holiday; provided, however, that the alternate paid holiday hours must be take prior to the end of the fiscal year in which the hours were earned or within 90 days from the date of the holiday, whichever is later.

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.

- (A) Example #1: the holiday falls on Friday and the employee requests the following Monday off;
- (B) Example #2: the holiday falls on Monday and the employee requests the preceding Friday off;
- (C) Example #3: the holiday falls on Thursday and the employee requests the following Friday off;
- (D) Example #4: the holiday falls on Tuesday and the employee requests the preceding Monday off;
- (E) Example #5: the holiday falls on Wednesday and the employee requests the preceding Monday and Tuesday off;
- (F) 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

Purchase of Military Service Credit – Notwithstanding the earning schedule set above, County employees who present proof of having purchased military service credit from the Illinois Municipal Retirement Fund pursuant to a duly approved resolution by the Kane County Board, will earn vacation time at a rate that equals their County employment plus the number of months of military service credits that were purchased. Proof must be presented to the Human Resources Department so that the employee's vacation accrual schedule is properly adjusted.

Section 2. Use

Vacation time may be taken 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. The Employer shall not unreasonably deny use of vacation. If an employee is not able to utilize their vacation prior to it being forfeited due to Employer's denial, vacation leave shall be extended for sixty (60) days provided the employee has requested the Employer's approval at least one (1) week prior to expiration.

Section 3. Vacation Scheduling Conflicts

From October 15 to November 15 inclusive, of each fiscal year, employees may submit in writing to the Employer their vacation preferences for the following calendar year. Employees who file their vacation requests by November 15 shall receive responses by the last day of November. Vacations will be granted by departmental seniority.

Vacation requests made after November 15 shall be granted on a first come, first serve basis; multiple requests made on the same day shall be determined by departmental seniority. The Employer shall respond to requests within 10 business days.

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 this Section, the "immediate family" shall be the employee's (step or adopted included): 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, grandchildren or spouse's grandchildren. For purposes of this Section, the term "household" means a 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. In addition, an employee may use up to three (3) extended sick leave days during a fiscal year to care for a spouse, the employee's parents and employee's children (biological and adopted). 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 Prior 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.

Section 9. Holiday Dress Code

The Employer agrees to relax its dress code standards on the day preceding a County designated holiday.

**ARTICLE 18.
LEAVES OF ABSENCE**

Section 1. 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.

Section 2. 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.

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.

Section 4. 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.).

Section 5. 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.

Section 6. 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.

Section 7. 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.

Section 8. Foreseeable Leave

- (A) 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.

- (B) 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:
1. 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
 2. 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.
- (C) 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 resource 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.

A. 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.

B. 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.

C. Personal Leave

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

D. Educational Leave

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

E. Workers' Compensation Leave

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

F. Administrative Leave

A standing committee of the Kane County Board or Kane County Chairperson may place an employee on administrative leave of absence pending a determination of the employee's employment status for a maximum of thirty (30) days. A leave of absence under this subsection

shall be with pay and shall not be considered a discharge or suspension. A leave of absence under this subsection shall not affect the employee's fringe benefits.

G. 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.

H. 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 9. Rules, Regulations and Procedures

A department head may require, or an employee may elect, that accrued sick days, accrued vacation and, if applicable, personal days and compensatory time be used during the leave of absence. It is understood that if an employee on an approved FMLA leave has accrued a minimum of three (3) weeks of vacation per year, then that employee may reserve upon request up to a one (1) week block of vacation for later use in accordance with the agreement.

A. 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.

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 10. Procedure

- (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 if applicable, 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.

Section 11. 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 12. 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 13. 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 14. 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. Also, immediate family includes the employee's current spouse's grandchildren. In the case of an employee's civil union partner that resides with the employee, 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, 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. The Employer's discretion shall not be exercised in an unreasonable manner.

**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

Local union representatives shall be allowed up to four (4) days off with pay per fiscal year with the Executive Director's approval for legitimate Union business such as Union meetings, state or area wide Union committee meetings, trainings, state or international conventions, provided such representatives 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 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.

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.

Section 4. One Time "Code Red" Stipend"

As in the past, the Department has a good faith business reason to require every covered employee to cooperate and respond to each monthly call received (up to 12 per calendar year) pursuant to the Department's "Code Red" reporting practices that are designed to ensure the County is adequately staffed to assist the public if necessary to public emergency events such as a flu pandemic, biological threat, anthrax report and/or any infectious disease outbreak, etc. It is understood that this Code Red responding practice requires every employee to promptly respond and/or acknowledge receipt of the call within two (2) hours of receipt of the call. In return, the Department will provide the covered employees who satisfy this obligation during throughout the term of this successor agreement a one-time payment in the following amount (minus legally required deductions) for employees who were on the payroll as of 12/11/18:

- (A) \$100 for those hired on or after 12/1/2016;
- (B) \$350 for those hired on or after 11/30/96 through 12/1/2016; or
- (C) \$500 for those hired prior to 12/1/1996

This "Code Red" stipend will be payable to each covered employee in advance (payable within 30 days of the effective date of this successor agreement) based on the good faith representation that each covered employee will satisfy these terms. If any employee fails to satisfy this reporting obligation, the Department reserves the right to require the employee to repay this Code Red stipend in the absence of justification for any delay and/or non-compliance that is acceptable to the Employer.

ARTICLE 21.
TEMPORARY ASSIGNMENT

The Employer may temporarily assign an employee to perform the duties of another employee. Absent an emergency situation or unanticipated business need situation, prior to temporarily assigning employees, the Employer shall post the temporary assignment opportunity for five (5) working days and seek volunteers to perform the necessary work provided the existing employees presently possess the necessary skills for the position. 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.

**ARTICLE 22.
INSURANCE**

Section 1. Medical, Vision and Dental Coverage

- (A) The Employer shall provide comprehensive insurance programs for hospitalization, medical, vision and dental coverage for each covered employee who chooses to participate and their eligible dependents similar to the coverage which is currently in effect. Plan design changes through the duration of the Agreement are included in Appendix D attached hereto and incorporated herein. All regular full-time employees and all regular part-time employees who work a minimum of twenty-one (21) hours per week are eligible to enroll in the County's comprehensive group hospitalization, medical, vision and dental insurance plans.
- (B) Premium costs are shared by full-time employees and the County through payroll deduction. Eligible part-time employees pay the full premium for all plans for coverage through payroll deduction. A pre-tax deduction Section 125 Plan is available at the time of enrollment. The overall aggregate cost of the County's health insurance programs, shall be shared by the County and the union and non-union employees at the overall aggregate rate of eighty-three percent (83%) borne by the County and seventeen percent (17%) borne by the union and non-union employees. It is understood that individual premium rates and percentage contribution levels will vary across plans and will be based on an employee's plan selection each year, but the overall aggregate percentage rates borne by the County and the union and non-union employees shall remain the same through November 30, 2021.
- (C) The County reserves the right to self-insure, change carriers and engage in cost containment measures during the term of this Agreement so long as the benefits and coverages sought are substantially similar to those being currently offered.
- (D) The parties agree to continue the implementation of a Wellness Plan component for Employees and spouses covered by the County's health insurance plans. Participation 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 constitute any waiver of an individual's right to privacy under HIPAA, or other applicable laws. Employees and/or their spouses who choose not to participate shall continue to pay an additional \$50 per employee and/or spouse per month toward health insurance premiums.

Section 2. Future Plans

Should the County adopt plans or policies which affect Employee's insurance benefits (including what is commonly referred to as 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.

In addition, in the event the County agrees to a lower overall contribution for employees who participate in County plan(s), the lower overall contribution rate shall apply to employees covered by this Agreement.

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 Employee

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.

In order to be eligible for the 10% premium reduction, an employee must have been employed by the Employer 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 Resources 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.

C. Retirees – Annual Open Enrollment

Retired employees may elect to change medical insurance plans during the annual open enrollment period for active county employees 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 the Kane County website for a minimum of ten (10) working days and sent via e-mail to all KCHD employees. 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 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. CHS III Environmental Health Practitioners will turn in a weekly schedule every Monday.

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, except in emergencies, the Employer shall notify the Union concerning such changes within forty-five (45) calendar days prior to the effective date of the changes and shall provide an opportunity to discuss said changes with the Union. In addition, the Employer shall notify the affected employees twenty-eight (28) 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. Employees shall choose whether they will be compensated with compensatory time or pay prior to the end of the two (2) week pay period. Employees may accumulate up to twenty one (21) 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.

Section 9. Travel Time

All time spent in travel for required work-related purposes as determined in accordance with the Fair Labor Standards Act. For example: time traveling from home to the employee's designated first work site is not compensable. By contrast, after the work day begins, time spent traveling between assignments is compensable time.

Section 10. Mileage Reimbursement

Employees who travel on County business using their own vehicle shall be reimbursed for the travel expense in accordance with the County Policy (Section 2-72). It is understood that commuting miles (travel miles to and from home to employee's primary office) are considered round trip commuting miles which are not eligible for reimbursement. Employees shall comply with the policy on Driving Vehicles while on County Business.

Section 11. Stand-By Pay

All time spent in Stand-By Status will be compensated in accordance with the Fair Labor Standards Act provided the employee is required and expressly designated by the Employer to

remain in this status for a designated period of time. No employcc shall be disciplined for not responding to a call when not on Stand-By.

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 thirty (30) days in advance 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 lay off 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 Clothing Equipment

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

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.
EMPLOYEE BLOOD DONATION

Section 1. Usage

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

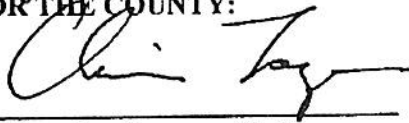
**ARTICLE 30.
TERMINATION**

This Agreement shall be effective December 1, 2017 and shall continue in full force and effect until midnight November 30, 2021, 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, 2021 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 9th day of May, 2019.

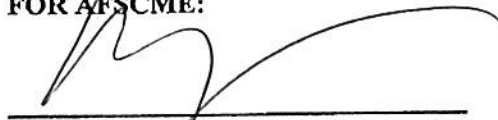
FOR THE COUNTY:



**Christopher Lauzen, Chairman
Kane County Board**

Date: 5.8.19

FOR AFSCME:


**Matthew Lange, Staff Representative
American Federation of State, County
and Municipal Employees, Council 31,
On behalf of Local 3966**

Date: 5/9/2019

FOR THE HEALTH DEPT.:


Barbara J. Jeffers, Executive Director

Date: 5/8/19

APPENDIX A

1. Effective and retro-active to December 1, 2018, each employee who was on the payroll as of 12/11/18 will receive a two percent (2%) across the board wage increase;
2. Effective and retro-active to December 11, 2018, each employee who was on the payroll as of 12/11/18 will receive a two percent (2%) across the board wage increase;
3. Effective December 1, 2019, each employee who is on the payroll as of that date will receive a two percent (2%) across the board wage increase; and,
4. Effective December 1, 2020, each employee who is on the payroll as of that date will receive a two percent (2%) across the board wage increase.

APPENDIX B

**Kane County
Union - Health Plan Features**

Plan Options		Effective
PPO	Deductible: In Network (Ec/Fam) Out of Network (Ec/Fam) Out of Pocket: In Network (Ee/Fam) Out of Network (Ee/Fam) Co Pays: Physician Office Visits (<u>In Network</u>) Primary Care Specialist (<u>In Network</u>)	\$750/\$2,250 \$1,500/\$4,500 \$2,750/\$8,250 \$5,500/\$14,250 \$30 \$50
HMO	Out of Pocket: In Network (Ee/Fam) Out of Network (Ee/Fam) Co Pays: Physician Office Visits (<u>In Network</u>) Primary Care Specialist (<u>In Network</u>)	\$1,500/\$3,000 N/A \$30 \$50
Rx	Generic Formulary Brand Non-Formulary Brand	\$10 \$40 \$60