

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE POLICEMAN'S BENEVOLENT LABOR
COMMITTEE
AND THE COUNTY OF KANE
Maintenance and Janitor Unit**

**AGREEMENT DATES
12/01/2013 THROUGH 11/30/2017**

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PREAMBLE

This Agreement is entered into by the County of Kane, hereinafter referred to as the “Employer”, and the Policeman’s Benevolent Labor Committee (PBLC) hereinafter referred to as the “PBLC” or 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 employees working conditions.

To the extent provisions of the Collective Bargaining Agreement are in conflict with provisions of the Kane County Code, 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. Bargaining Unit Descriptions

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

All full-time and regular part-time Janitor I and Maintenance Worker I employees who were formerly joint employees of the Kane County Sheriff's Office and the County of Kane, but who are now solely employees of the County of Kane as recognized in ILRB Case S-UC (S) 11-033.

Excluded: All other janitorial/maintenance employees of the County of Kane, and all other managerial, confidential, and supervisory employees as defined in the Illinois Public Labor Relations Act.

While the Employer recognizes all job classifications under the agreement, the Employer will be under no obligation to fill vacant positions when qualified personnel are unavailable or operational needs do not warrant the position be filled. Only one person will fill exempt status positions unless otherwise stated in this Agreement.

Where the Employer finds it necessary to create new job classifications, the work of which falls within the scope of the bargaining unit, the Employer shall inform the Union in writing and the parties may meet to determine the appropriate classification or jointly petition the State Labor board to seek the necessary unit clarification with thirty (30) days.

Section 2. Categories of Employment

A. Regular Full-Time – an employee in an established position working 35 or more hours per week. Employees in this classification are entitled to the benefits described in the Kane County Employee handbook and this Collective Bargaining Agreement. Unless otherwise noted, benefits begin to accrue on the first day of regular employment.

B. Regular Part-Time – an employee in an established position who is scheduled to work less than 35 hours per week. Employees in this classification who qualify for and participate in the Illinois Municipal Retirement Fund (IMRF) are entitled to the benefits described in the Kane County Employee Handbook and this Collective Bargaining Agreement. Unless otherwise noted, benefits begin to accrue on the first day of regular employment.

C. Seasonal or Intermittent full-time or part-time – an employee hired to work temporarily for a short period of time or only intermittently throughout the year. Employees in this classification are not eligible for any benefits described in the Kane County Employee Handbook nor are they covered by this Collective Bargaining Agreement.

Kane County is required to enroll all employees into IMRF if their job normally requires 600 or more hours in a twelve-month period. Both parties recognize that this Agreement supersedes any other guidelines pertaining to employee status, benefits, wages, etc.

Section 3. New Classifications

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

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

A. The job content and responsibilities attached hereto in comparison with the job content and responsibilities of other position classifications in the Employer's work force;

B. Like positions with similar job content and responsibilities within the Kane County Government System if available otherwise to the Kane County Labor Market generally;

C. Significant differences in working conditions to comparable position classifications.

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

Section 4. Non-Bargaining Unit Personnel

Non-Bargaining Unit Personnel may continue to perform bargaining unit work which is incidental to their jobs. However, they may perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by said personnel shall not cause a reduction in overtime opportunities for, any layoffs of bargaining unit employees.

Section 5. Short-Term Employees

The Employer may continue to utilize the services of student interns to assist with bargaining unit work in accordance with past practice and the Illinois Labor Relations Act.

Section 6. 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 7. Job Audit/Reclassification

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

ARTICLE 2
PROBATIONARY EMPLOYEES

Employees in the Unit defined in Article 1 shall be “probationary employees” for twelve (12) months. No matter concerning the discipline, layoff, transfer or termination of a probationary employee shall be subject to the grievance and arbitration procedures except as otherwise provided in this Agreement. A probationary employee shall have no seniority except as otherwise provided in this Agreement, until he/she has completed his/her probationary period. Upon completion of his/her probationary period, he/she will acquire seniority from his/her date of hire.

ARTICLE 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. Deduction

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. Any other mutually agreeable 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 to Policeman's Benevolent & Protective Association Labor Committee, 435 West Washington Street, Springfield, IL 62702, along with a list of bargaining unit employees' and union members' names and employee identification number. The Union shall advise the Employer of the deduction rate and any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

Section 2. Fair Share Deductions

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

Section 3. Religious Exemption

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

charitable organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.

Section 4. Notice and Appeal

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

Section 5. Indemnification

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

ARTICLE 5
INDEMNIFICATION

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

ARTICLE 6
NON-DISCRIMINATION

Section 1. Prohibition Against Discrimination

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

Section 2. Union Membership or Activity

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

Section 3. Equal Employment/Affirmative Action

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

ARTICLE 7
NO STRIKE OR LOCKOUT

Section 1. No Strike Commitment

Neither the Union nor any bargaining unit employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. No bargaining unit employee shall refuse to cross any picket line, by whomever established such line.

Section 2. Performance of Duty

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

Section 3. Resumption of Operations

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

Section 4. No Lockout

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

ARTICLE 8
SENIORITY

Section 1. Definition

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

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

B. Department Seniority means the length of uninterrupted employment an employee has in the Department.

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

Section 2. Loss of Seniority

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

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, whichever is applicable.

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 seniority at the time of his/her layoff or two (2) years, whichever is greater.

F. Accepts "gainful employment" that is inconsistent with the purpose of the authorized leave while on an approved leave of absence from the County.

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 and shall become effective on or after the date of execution of this Agreement. Such lists shall resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. The Employer shall provide an "up to date" list to the Union or any individual employee upon request.

Section 4. Seniority While on Leave

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

Section 5. Seniority tie-breaking for the basis of hiring and promotion

Seniority shall be determined based upon the following:

- A. Department seniority
- B. County seniority

Where employees have the same classification seniority date and seniority cannot be resolved by the above formula, any such tie shall be broken at the time of hire or promotion by drawing lots.

ARTICLE 9
LAYOFF AND RECALL

Section 1. Procedure for Layoff

A. When employees are removed from a classification for the purpose of reducing the work force of that classification, the employee with the least seniority in the bargaining unit shall be removed first.

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

1. To a vacancy, if any, in another classification in the same grade within the same bargaining unit.
2. To replace an employee with less seniority, if any, in another classification in the same pay grade within the same bargaining unit.
3. To a vacancy, if any, in a classification assigned to the next lower pay grade with the same bargaining unit.
4. To replace an employee with less seniority, if any, in a classification assigned to the next lower pay grade within the same bargaining unit.

C. A removed employee not transferred as provided in B above shall have the procedure set forth in B3 above applied to classifications assigned to each succeeding next lower pay grade until he/she is transferred or laid off.

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

E. In applying the procedures set forth in B, C, and D above, a removed or replaced full-time employee shall be transferred to another full-time position. A removed or replaced part-time employee shall be transferred to either a full-time or part-time position.

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

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

Section 2. Procedure for Recall

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

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

Section 3. Notice

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

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

ARTICLE 10
GRIEVANCE PROCEDURE

Section 1. Grievance

Grievance is defined as a dispute or disagreement as to the interpretation and application of any provision in this Agreement. Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). Either party may have the grievant or one grievant representing group grievant present at any step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group. An Employee may present a grievance and have it heard through Step 3 of the grievance procedure without the intervention of the Union; provided that the Union is notified by the employee and afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of this Agreement. Nothing shall be construed to limit the Union's right to exercise its discretion to refuse to process grievances of employees, which it believes to be not meritorious. Nothing in this Article is designed to alter a superior employee's duties in the chain of command.

Business days shall include the weekdays of Monday through Friday, excluding holidays or other days the Kane County Government Offices are closed.

Section 2. Grievance Steps

It is the intent and purpose of all parties to use their individual and collective best efforts to settle and resolve their differences on a prompt and informal basis. Where such informal efforts are unsuccessful in resolving an issue, which is believed to be a violation of this Agreement the following procedure, shall be followed.

Step 1. Immediate Supervisor

The Employee and/or the Union shall raise the grievance in writing on the approved form to the employee's supervisor who is outside the bargaining unit. The grievance shall clearly define the situation in question and specify the violation of the Agreement. All grievances must be presented not later than ten (10) business days from the date the grievant became aware of the occurrence giving rise to the complaint. The immediate supervisor shall render a written response to the grievance within ten (10) business days after the grievance is presented. If the grievance is not resolved at Step 1, the signed Step 1 grievance and supervisor response will be presented to Step 2. The parties recognize that variations from the immediate supervisor, where mutually agreeable, may exist. The Union is entitled to be present at any grievance meeting and any grievance settlement should not conflict with this Contract.

Step 2. Director

Grievances submitted to the Director at Step 2 shall be presented in writing by the Union to the Director within ten (10) business days from the receipt of the answer or the date such answer was due, whichever is earliest. Grievances presented at Step 2 shall include a response to the supervisor's decision. Within ten (10) business days after the grievance is presented to Step 2, the Director shall render a written answer to the grievant and provide a copy of such answer to the Union.

Step 3. County Board Chairman

If the grievance is still unresolved, it shall be presented by the Union to the County Board Chairman or his/her designee writing within ten (10) business days after receipt of the Step 2 response or after the Step 2 response is due, whichever is earliest. The grievance shall include copies of all preceding responses.

Within ten (10) business days after receipt of the written grievance the parties may meet or hold other discussions in an attempt to solve the grievance unless the parties mutually agree otherwise. The County Board Chairman or his/her designee shall give his/her written response within ten (10) business days following the meeting.

If no meeting is held, the County Board Chairman or his/her designee shall respond in writing to the grievance within ten (10) business days of receipt of the grievance.

Step 4. Arbitration

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

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

If arbitration is requested, representatives of the Employer and the Union shall attempt to agree on an arbitrator. If the parties are unable to agree on an arbitrator within the ten (10) business days, the parties shall request the Federal Mediation and Conciliation Service ("FMCS") 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. The Employer and the Union shall evenly split the costs of each FMCS panel.

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.

The arbitrator shall decide questions of arbitrability. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall neither amend, modify, nullify, ignore, add nor subtract from the provisions of the Agreement.

The parties shall share the expenses and fees of the arbitrator and the cost of the hearing room equally. Nothing in this Article shall preclude the parties from agreeing to use expedited arbitration procedures. The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee or employees involved. The Employer shall be responsible for providing a Court Reporter for arbitration proceedings. The parties shall bear the cost of a verbatim record equally.

Section 4. Time Limits

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. The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

Failure to respond within the time limits by the designated person shall automatically advance the grievance to the next step. If after receipt of a written response from the Employer, a grievance is not processed by the aggrieved employee/grievant within the specified time limits provided, the grievance shall be considered void.

Section 5. Time Off, Meeting Space and Telephone Use

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

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

Section 6. 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 7. Pertinent Witnesses and Information

Either Party may request the timely production of specific documents, books, papers or witnesses reasonably available from the other party and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials. This paragraph is not applicable to Step 1 of the grievance procedure. Requests made pursuant to this section by the Union may only be initiated by the Union President or his designee.

Any documents books, papers, or witnesses in constructive possession of a Party not disclosed pursuant for production, as of the date of request, shall be excluded from use as evidence in any subsequent hearing. Both parties have a duty to supplement discovery promptly as it becomes known. Generally see Supreme Court Rule 214.

ARTICLE 11
DISCIPLINE AND DISCHARGE

In addition to the rights guaranteed by the laws of the State of Illinois and the United States of America, the parties agree that bargaining unit employees shall have the following rights in discipline cases.

Section 1. Discipline and Discharge

Discipline shall be for just cause and shall be progressive and corrective. Employee discipline shall include the following:

1. Corrective action/recognition notice
2. Written Reprimand
3. Suspension (notice to be given in writing)
4. Demotion (notice to be given in writing if applicable)
5. Discharge (notice to be given in writing)

Employees shall be notified of any disciplinary or corrective action that will affect them. Employees shall sign a receipt acknowledging the action, but such signature does not indicate that the employee is in agreement with the action. First line supervisors shall be responsible for the documentation of any corrective action/recognition notice taken on behalf of the employee. This action will be documented on the approved Personal Performance Review form, signed by the employee and a copy will be placed in the employee's file until the completion of the annual employee evaluation. Upon completion of the evaluation, accumulated slips will be removed and a new accumulation will begin. If the Employer has reason to reprimand an employee, it shall be done in a discrete manner that will not embarrass the employee before other employees or the public.

Section 2. Limitation

The Employer's agreement to use 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. The Employer shall notify both the employee and Union of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

Section 3. Pre-Disciplinary Meeting

For discipline other than corrective actions 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 employee shall be informed of his contract rights to Union representation and shall be

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

Section 4. Investigative Interviews

Where the Employer desires to conduct an investigative 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 a right to Union representation at such interview. If the employee desires such Union representation, no interview shall take place without the presence of a Union representative. The role of the Union representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts. If the employee does not request Union representation, 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 the 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 two (2) years pass from the date of the offense without the employee receiving discipline for an offense of a similar nature or unless the employee is subject of ongoing progressive discipline

Records of discipline concerning suspensions shall be removed from the employee's personnel file if five (5) years pass from the date of the offense without the employee receiving discipline for an offense of a similar nature or unless the employee is the subject of ongoing progressive discipline.

Section 6. Application of Counties Code

The Employer and Union acknowledge that the Sheriff of Kane County is custodian of the courthouse and jail pursuant to 55 ILCS 5/3-6017. Pursuant to state law, the Sheriff has the authority to conduct investigations and designate who may and may not enter the property of the courthouse and/or jail, including employees of the Unit covered by this Agreement.

Section 7. Limitation of the Grievance Procedure

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

Section 8. Suspension Day Defined

A suspension day is a twenty-four hour period during which an employee was scheduled to work a regular tour of duty but has been ordered not to report for duty. If the suspension is administrative in nature the employee will be paid for the time as if he or she had worked. Disciplinary suspension shall be without pay, however, an employee may choose to deduct the appropriate amount of time equal to the suspension in lieu of serving the suspension.

Section 9. Limitation of the Suspension Period

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

ARTICLE 12
PERSONNEL FILES

Section 1. Personnel Files

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

Section 2. Inspection

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

A. Such an inspection shall occur within two business days following receipt of the request. The Employer may be present during such inspection -

B. Such inspection shall only occur during daytime office staff working hours Monday through Friday upon written request -

C. The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein -

D. Upon written authorization by the requesting employee, that employee may have a representative of the Union present during such inspection - and;

E. Pre-employment information, such as reference reports, credit checks or information provided the Employer with specific request that it remain confidential, shall not be subject to inspection or copying.

F. An employee may not place any type of document into the personnel files maintained by the Employer without permission, except pursuant to the Illinois Employee Personnel Record Review Act.

Section 3. Notification

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

Section 4. Limitation on Use of File Material

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

Section 5. Personnel Record Correction

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

Section 6. Confidentiality of Records

The Employer agrees to keep the Employee's Personnel Record confidential and will not release any information from this record without: (1) the Employee's written approval; (2) a Court Order requiring the release of the information; or (3) as required by law as necessary to respond to a government agency, Court Order, or Freedom of Information Act ("FOIA") request.

ARTICLE 13
EMPLOYEE DEVELOPMENT & TRAINING

Section 1. Orientation

The Employer and PBLC recognize the need for the training and development of employees in order that services are efficiently and effectively provided and employees are afforded the opportunity to develop their skills and potential. In recognition of such principle, the 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.

Section 2. Time Off

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

ARTICLE 14
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 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. Such meetings and locations shall be limited to:

1. Discussion of the implementation and general administration of this Agreement.
2. A sharing of general information of interest to the parties.
3. Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of public service can be maintained for the citizens of the State of Illinois.

Section 2. Integrity of Grievance Procedure

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

Section 3. Union Representative Attendance

When absence from work is required to attend labor-management conferences, employees shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. The first supervisor outside the bargaining unit shall approve the absence except in emergency situations. On duty employees attending such conferences shall be limited to one per bargaining unit during time issues affecting the unit(s) are discussed and one representative for the local.

Section 4. List of Union Stewards

The Union shall provide the name of the steward to the Employer upon the signing of this contract and shall provide an updated name whenever there is a change.

ARTICLE 15
HOLIDAYS

Section 1.

All Unit employees shall receive the holidays approved annually by the County Board. A change in holiday work status is permitted with the approval of the Employer, dictated by operational need. Non-continuous operations personnel are not entitled to premium pay for holidays described in Section 5 unless they are required to work on that day(s).

Section 2.

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

Section 3.

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

Section 4.

When a scheduled holiday occurs during a scheduled vacation, an alternate day of vacation will be allowed for non-continuous operations employees.

Section 5.

When an employee works on a holiday, he or she shall be paid at their regular rate of pay and receive an accumulated paid holiday off to be taken at a later date, in accordance with Department seniority. Employees required to work on Christmas Eve, Christmas, Easter, July 4th, Thanksgiving, New Year's Day shall be paid at double time (2x) their regular rate.

Section 6. Termination of Employment

Continuous operations employees and other employees who are granted holiday credits are entitled to one paid holiday per calendar month (which are accrued on a monthly basis), plus one additional holiday. If an employee terminates employment and he or she has already taken more holidays than entitled to on a monthly accrual basis, plus one additional day, the employee's pay will be docked accordingly. Untaken holidays already accrued on a monthly basis, plus one additional day, may be used to increase the number of paid days off prior to the actual date of termination. Untaken holidays will not be paid for as additional compensation in the employee's final paycheck if the days can be scheduled as paid time off instead.

ARTICLE 16
VACATIONS

Section 1. Accrual

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

1. From hire date through the end of the fiscal year, vacation time is earned at a rate of .833 days per month ($.833 \times 12 = 10$) to determine the number of vacation days accrued for the following fiscal year. Any fraction of accrued vacation days will be converted to the nearest whole day using standard mathematical rounding (.49 or lower to be rounded down and .50 and higher to be rounded up). At the start of the second fiscal year following an employee's start date to five years of service, the employee will receive a total of ten (10) vacation days during that fiscal year. Vacation time is earned at a rate of .833 days per month ($.833 \times 12 = 10$) to determine the number of vacation days accrued for the following fiscal year.
2. At the completion of four (4) years of service, vacation time is earned at a rate of 1.25 days per month ($1.25 \times 12 = 15$) During the fiscal year in which the employee completes five (5) years of service, the employee will receive five (5) additional vacation days upon the anniversary of his/her hire date. At the start of the fiscal year immediately following the completion of five (5) years of service, the employee will receive a total of fifteen (15) vacation days for use in that fiscal year.
3. At the completion of nine (9) years of service, vacation time is earned at a rate of 1.66 days per month ($1.66 \times 12 = 20$) During the fiscal year in which the employee completes ten (10) years of service, the employee will receive five (5) additional vacation days upon the anniversary of his/her hire date. At the start of the fiscal year immediately following the completion of ten (10) years of service, the employee will receive a total of twenty (20) vacation days for use in that fiscal year.
4. At the completion of twenty-four (24) years of service, vacation time is earned at a rate of 2.08 days per month ($2.08 \times 12 = 25$). During the fiscal year in which the employee completes twenty-five (25) years of service, the employee will receive five (5) additional vacation days upon the anniversary of his/her hire date. At the start of the fiscal year immediately following the completion of the twenty-five (25) years of service, the employee will receive a total of twenty-five (25) vacation days for use in that fiscal year.

Section 2. Use of Vacation Time

Vacation time may be taken in increments of not less than one-half (1/2) day at any time after it is earned. Vacation period shall run from December 1st to November 30th. Employees who by length of continuous service are entitled to more than ten (10) days of vacation may request the following:

After accrual of fifteen (15) days, a maximum of five (5) days may be turned back to be paid at straight time in lieu of time off. After accrual of twenty (20) days, a maximum of ten (10) days may be turned back to be paid at straight time in lieu of time off. Accrued time in excess of twenty (20) days may not be turned back for pay.

Employees who are selling back vacation time must indicate in writing their intention to do so by July 1 of that calendar year. Employees wishing to retract such request for pay may do so subject to vacation schedule availability.

Section 3. Vacation Schedules

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

Section 4. Vacation Periods Scheduled by Seniority

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

If and only if staffing levels on a shift are such that there are insufficient weeks in the Employer's fiscal year (December 1st - November 30th) to schedule all weeks of vacation due employees assigned to that shift, no more than one employee be allowed to schedule vacation the same week as another employee.

After completion of the shift bid process, the Director will tally the total number of weeks of vacation due the employees on a shift. Employees intending to turn in unused vacation time for pay (accrued time in excess of two weeks) must submit their intent to do so by October 1st, and these weeks will be taken off the shift tally. An employee may later decide to take the time off instead, but this time will be granted based on operational needs.

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

Beginning at the end of the shift bid process, and continuing for fourteen (14) calendar days, employees may bid for vacation periods (one or more weeks) based on Department seniority. This will be done by filling in slots on a posted list of weeks in the following fiscal year (December 1st - November 30th). When an employee is denied a vacation request during this period, he or she may submit a request for a different vacation period. At the completion of the vacation bid process, the employee assigned to scheduling will review the posted list and finalize the seniority bid vacation lists. Conflicts in scheduling will be resolved in favor of the employee having the greatest Department seniority.

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

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

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

Section 5. Separation Pay

Employees, after the completion of their probationary period, shall be compensated for all unused vacation time already accrued at the time they separate.

Section 6. Vacation Pay

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

ARTICLE 17
SICK LEAVE

Section 1. Accrual and Use

All employees shall accumulate paid sick leave at the rate of one (1) day for each month's service. Part-time employees shall accumulate paid sick leave on a prorated basis. Sick Leave may be used for illness, disability, or injury of the employee, appointments with Doctor, Dentist or other professional medical practitioner, and in the event of illness, disability, or injury of a member of an employee's immediate family or household on days employee is scheduled to work. For purposes of definition, the "immediate family or household" shall be husband, wife, children, mother, father, brother, sister, and grandparents, in-laws, father and mother, or any relative or person living in the employee's household for whom the employee has custodial responsibility or relative or person living in the employees household for whom the employee is financially and emotionally dependent on the employee and where the presence of the employee is needed.

Such time may be used in increments of no less than one hour at a time for any of the above reasons. Any such use is subject to twenty-four (24) hours' prior notification to the employee's immediate supervisor, if at all possible.

Section 2. Accumulation

Employees may have unlimited accumulation of sick days subject to the provisions and limitations contained in Section 3 of this Article.

Section 3. Unused Sick Leave

A. Employees who retire with twenty (20) or more years of service shall be entitled to cash for up to twenty (20) days of unused sick time on a one for one basis. Any additional unused sick time may be credited on a one for one basis to IMRF for service credit up to a maximum of 240 days. An employee who retires with twenty (20) or more years of service shall have the option of applying some or all of his or her unused sick time to IMRF for service credit in lieu of cash.

B. Employees who have completed their probationary period and who voluntarily or involuntarily terminate employment with the Employer shall be entitled to cash for unused sick days on a three for one basis up to a maximum of twenty days. Any additional unused sick time shall not be compensable. The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the payday immediately preceding the employee's separation. Once an employee has accumulated fifteen (15) sick days, additional sick days may be converted into paid days off on a two to one basis with a maximum of twenty (20) days converted to ten (10) days in any calendar year.

Section 4. Sick Days 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 Section 1 of 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 Office in verifying illness, and shall provide reasonable proof of illness upon request if the Employer has reasonable grounds to suspect abuse.

Section 5. Procedures

No employee will be permitted to take pay for sick days if they have not yet been earned. Sick days shall be paid at full pay at the current rate of compensation. Sick days may be utilized by employees when they are sufficiently ill so that good judgment would determine it best not to report to work or in the event of injury not arising out of or in the course of their employment and for routine medical and dental appointments. All foreseeable leave for such purposes shall require a reasonable specific prior notification.

In the event that an employee has no accrued sick time and said employee calls in sick, earned /benefit time shall be deducted from that employee to cover said sick day(s) in the following order: Comp time, Holiday time and then Vacation Time. Use of this provision shall be documented as a sick day covered by earned/benefit time. Use of this provision will not subject any employee to disciplinary actions under section 4, unless a violation of section 4 is established.

The Employer may direct an employee who appears ill to leave work to protect the health of other employees. Compliance with such an order will not be charged to sick leave for the first day. An employee may grieve suspected abuse of this paragraph. An employee shall be paid sick leave equivalent to the normally scheduled straight time day.

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 6. Conversion of Sick Days

After the accumulation of fifteen (15) sick days, additional sick days which are accumulated may be converted into paid days off on a two to-one basis up to a maximum of twenty (20) sick days converted into ten (10) paid days off in any one (1) year.

ARTICLE 18
MISCELLANEOUS PROVISIONS

Section 1. Use of Masculine Pronoun

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

Section 2. Definition

Whenever the term Employer is used in this Agreement, it shall mean the Employer or his/her authorized designee.

Section 3. Notification of Leave Balance

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

Section 4. Evaluations

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

Appeals will be made utilizing the employee's chain of command up through the Director. The purpose of the Employee Performance Evaluations shall be to assist individual employees in professional growth. Evaluations shall not be used as a basis for disciplinary action. Employees shall be allowed to attach a letter to their evaluation in accordance with the Personnel Record Review Act.

Section 5. Copies of the Agreement

Each employee covered by this Agreement shall be provided a copy of the Agreement by the Employer in the form of printed or electronic/data media.

Section 6. Meeting Place

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

Section 7. Job Descriptions

At least annually each employee will be provided with a copy of his/her current job description which shall include principle duties and responsibilities. When requirements are

revised and the duties and responsibilities remain essentially unchanged, incumbents in these positions who qualified under previous requirements for the class shall be considered qualified.

ARTICLE 19
LEAVES OF ABSENCE

Section 1. Policy

Leaves of absence may be granted to maintain continuity of service and to protect the employer-employee relationship in instances where circumstances require an employee's absence. Leaves are granted on each individual case and at the discretion of the department head. Leaves of absence are without pay unless the employee is entitled to sick pay, vacation pay, or compensatory time.

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

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

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

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

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

EXPIRATION OF ENTITLEMENT - Subject to the policy statement above, an employee taking leave due to the birth or placement of a child, the personal illness of the employee, a family illness or a qualifying exigency, may be eligible for up to 12 work weeks of leave a year that is based on a rolling 12-month period measured backward from the first date leave is used. In other words, each time an employee takes a leave, the remaining leave for which the employee may be eligible would be any balance of the 12 work weeks that has not been used during the immediately preceding 12 months. (For example: if an employee has taken 8 weeks of leave during the past 12 months, an additional 4 weeks of leave could be taken. If an employee used 4 weeks beginning February 1, 2008, 4 weeks beginning June 1, 2008 and 4 weeks beginning December 1, 2008, the employee would not be entitled to any additional leave until February 1, 2009. However, on February 1, 2009, the employee would be entitled to 4 weeks of leave; on June 1 the employee would be entitled to 4 additional weeks, etc.)

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

LEAVE TAKEN INTERMITTENTLY OR ON A REDUCED SCHEDULE - Leave for the birth or placement of a child may not be taken by an employee intermittently or on a reduced leave schedule unless the employee and the department head agree. Leave in order

to care for a spouse, son, daughter or parent with a serious health condition or because of an employee's serious health condition or to care for a covered service member may be taken intermittently or on a reduced leave schedule when medically necessary.

FORESEEABLE LEAVE

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

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

In any case in which the department head has reason to doubt the validity of the certification provided, the department head may require, at the Employer's expense, that the employee obtain the opinion of a second health care provider designated or approved by the Employer; however the selected health care provider may not be employed on a regular basis by the Employer. 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 Employer'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, the Director or the Director's designee 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 Employer 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 Employer may seek fitness-for-duty certification only with regard to the particular health condition that caused the employee's need for medical leave. The Employer 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 Director or Director's designee may not delay the employee's return to work while contact with the health care provider is being made, unless the department head has failed to give notice to the employee that a fitness for duty certification to return to work that addresses the employee's ability to perform the essential functions of the employee's job is required. In circumstances where a fitness-for-duty certification is required, the supervisor shall present the certification to the Human Resources Director before the employee shall be allowed to return to work.

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

It shall be unlawful for any supervisor to interfere with, restrain, or deny the exercise of any right provided under the FMLA, including discharging or discriminating against any

person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

(B) Non-FMLA Military Leave: Any full time employee, who is a member of any reserve component of the U.S. Armed Forces or Illinois State Militia (National Guard) shall be granted leave from his or her employment for any period actively spent in military service, including: basic training; annual training, or special or advance training. During leaves for annual training (typically 14-15 days, but can be longer), the employee shall continue to receive his or her regular compensation as a County employee. During leaves for basic training and up to 60 days of special or advanced training, if the employee's compensation for military activities is less than his or her compensation as a County employee, he or she shall receive his or her regular compensation as a County employee minus the amount of his or her base pay for military activities.

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

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

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

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

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

(E) Workers' Compensation Leave: All employees experiencing an occupational disability due to an accident or illness arising out of and in the course of their employment may be placed on a workers' compensation leave. Participating employees should apply for IMRF disability benefits if eligible. Family Medical Leave time shall run concurrent with workers compensation leave for an employee's job-related injuries or illnesses.

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

(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 3. Rules, Regulations And Procedures

A. 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.

B. 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 Director for an extended leave, which may be granted at the Director'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.

C. Healthcare Coverage During a Leave of Absence – During any approved leave, the County will maintain the employee's health coverage under any group health plan on the same terms as if the employee had continued to work. If the employee is not receiving any pay from the County while on leave, the employee must pay their portion of health insurance coverage no later than the 15th of each month.

D. 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.

Section 4. 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.

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

Section 5. IMRF Leave of Absence and Disability Benefits

A. Employees who have a medical certification of a disability which may extend for thirty (30) calendar days or more could be eligible for disability benefits under the Illinois Municipal Retirement Fund. To be eligible, an employee must have twelve (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 Resource Department should be contacted for the forms for application.

B. Employees participating under IMRF and on a leave of absence without pay from the Employer or disability pay under IMRF (i.e., family illness, placement leave) will not be protected for death or disability benefits during the unpaid period. Before the leave of absence begins, employees should file with IMRF a Benefit Protection Leave of Absence

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

Section 6. Workers' Compensation

The Workers' 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 as defined in County Resolution 12-219. Time off work due to a job-related injury will run concurrent with FMLA leave.

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 Resources Department as soon as possible. If medical attention was required as a result of the injury or exposure, a claim will then be filed with the County Human Resources Department.

B. All expenses involved with the treatment of the exposure or injury are covered by the Illinois Workers' Compensation Act. That Act provides payment of sixty-six and two-thirds (66 2/3) of the employee's wages for lost time at work after a three-day waiting period. If the employee is off work for more than fourteen days because of a job related injury or exposure, then the employee will be compensated for the waiting period. In addition to this partial payment of wages pursuant to the Illinois Workers' Compensation Act (hereinafter referred to as "The Act"), employees with more than one year of service with the County will also receive a minimal amount of disability through IMRF.

The Employer, in addition to compliance with the Act, shall pay an additional one third (1/3) of the average weekly wage to employee 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 7. Jury Duty

Leave shall be granted to employees who are called to jury duty or are required to be absent from work because of subpoena from any legislative, judicial, or administrative tribunal. Time away from work with pay shall be granted for such purposes. All compensation received for court or jury shall be remitted by the employee to the County Auditor, to be returned to the County Treasurer from which the original payroll warrant was drawn. The Employer 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, employees are instructed not to appear as a witness unless properly subpoenaed.

Section 8. Bereavement Leave

In the event of a death in employee's immediate family, the non-probationary employee will be allowed up to three (3) days leave with pay for the time actually lost. Immediate family members (including step, foster and adopted) are defined as including the 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 and the 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 will be granted at the sole discretion of the Employer and will be deducted from the employee's unused vacation time or may be taken as holiday time to which the employee is otherwise entitled.

Section 9. Blood Donation

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 Director or Director's designee that they wish to take the leave. A written certification from the blood bank or hospital is required to verify the date of the blood donation.

ARTICLE 20
UNION RIGHTS

Section 1. Union Activity During Working Hours

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

Section 2. Access to Premises by Union Representatives

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

Section 3. Time Off for Union Activities

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

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

Section 4. Union Bulletin Boards

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

Section 5. Information Provided to Union

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

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

Section 6. Union Orientation

By mutual arrangement 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 Union Literature

During employee's non-working hours, he/she shall be permitted to distribute Union literature by interdepartmental mail and other means so as long as such disruption does not impair the operation.

Section 8. Union Meetings on Premises

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

Section 9. Rate of Pay

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

ARTICLE 21
WAGES

Section 1. Wage Schedule – See Appendix B

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

The wage scale attached to Appendix B will be modified as follows:

Effective December 1, 2013 -- 2% across the board increase

Effective December 1, 2014 -- 2% across the board increase

Effective December 1, 2015 -- 2.5% across the board increase

Effective December 1, 2016 -- 2.5% across the board increase

Section 2. Pay Period

Employees will be paid on a bi-weekly schedule of twenty-six (26) times annually. Each payroll period shall consist of fourteen (14) calendar days, so that the bi-weekly rate of pay of each employee shall be 1/26th of the employee's annual salary. In a year 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 a holiday, the paycheck is distributed the preceding workday.

Section 3. Overtime

The overtime rate shall be calculated at 1 ½ times the basic hourly rate, which is determined by dividing the base annual salary by a 2080-hour work year. Additional non-discretionary pay (e.g. specialty pay) will be added to the basic hourly rate in accordance with applicable state and federal law.

Section 4. Uniform Provisions

Newly hired employees will receive five (5) shirts and five (5) pants. Thereafter, each employee will receive three (3) shirts and three (3) pants on an annual basis. The Employer does not provide cleaning services.

Section 5. Hazardous Duty Pay

Effective upon adoption by the Board, employees shall receive monthly hazardous duty pay as follows:

Maintenance Workers:

Effective upon Board adoption - 11/30/14: \$125

12/1/14 - 11/30/15: \$125

12/1/15 - 11/30/16: \$150

12/1/16 - 11/30/17: \$150

Janitors:

Effective upon Board adoption - 11/30/14: \$62.50

12/1/14 - 11/30/15: \$62.50

12/1/15 - 11/30/16: \$75.00

12/1/16 - 11/30/17: \$75.00

Section 6. Holdover/Callback/Callout

Holdover/callback/callout is defined as an official assignment of work which occurs when an employee's work continuously follows an employee's regularly scheduled working hours, or when an employee is held-over or called in to work additional hours in conjunction with regularly scheduled hours. Employees who are heldover will receive time and one-half (1-1/2) pay for those hours they work but will not receive pay for a minimum number of work hours.

A. Monday - Friday Call-back

Each time an employee is called back to work by the Employer outside his/her normal work schedule, the employee will be compensated for all hours worked at the rate of time and a half plus two hours pay at time and a half. When called back to work Monday through Friday, the employee shall complete the job task for which the employee was called back in and then check with Central Control to inquire whether there are any other critical job tasks that must be completed. The employee may leave once the job task for which the employee was called in is completed and once the employee completes any other critical job tasks as determined by Central Control, if any.

B. Saturday Pay and Sunday Stand-By Pay

Employees who are scheduled for Saturday work pursuant to the schedule set forth in Article 25, Section 3, will receive eight (8) hours of pay for working their assigned six (6) hours on Saturday. The employee who works on Saturday pursuant to Article 25, Section 3, is entitled to Sunday stand-by pay if he/she is officially notified that he/she is required to keep the Employer informed of his/her whereabouts on off-duty time and to be available for possible recall for work on Sundays. An employee entitled to Sunday stand-by pay under

this Section shall receive two (2) hours straight time pay at the applicable rate for each day or portion thereof of stand-by whether required to work or not.

C. Saturday Call-back

With respect to Saturday, the same process as Monday-Friday call-back shall apply. However, in addition to call-back pay, the employee who is scheduled for Saturday work receives eight hours of pay for six hours of work.

D. Sunday Call-in

Employees called into work on Sunday will be paid at their overtime rate with a minimum of two (2) hours. Each time an employee is called into work on a Sunday, the employee shall complete the job task for which the employee was called in and empty the trash into the compactor. If completion of the job task and emptying the trash takes less than two (2) hours, the employee will check the maintenance log on the computer in the maintenance office to see if there are job tasks listed on the log. If there are job tasks listed on the log, the employee shall complete those job tasks until the employee has worked for two (2) hours. If the job task for which the employee was called in and emptying the trash takes more than two (2) hours, the employee shall check the maintenance log and check with Central Control to see if there are critical job tasks that must be completed. If there are critical job tasks, the employee shall complete those critical job tasks. If there are no critical job tasks, the employee may leave.

Section 7. Hireback

When an employee is hired on a voluntary basis, to fill a vacancy to maintain staffing requirements as determined by the Employer for an extra shift or portion thereof, he/she will be compensated at the rate of time and one-half (1-1/2) pay.

Section 8. No Pyramiding.

Compensation shall not be paid more than once for the same hours under any provision of this Agreement except Holiday Pay.

Section 9. Premium Holiday Pay

A. Premium Holiday Time is defined as the number of hours actually worked in the twenty-four period beginning at 0000 hours of the officially designated Holiday and ending at 2359 hours.

B. Premium Holiday Pay for employees required to be on duty during Premium Holiday Time will be paid as follows: in accordance with Article 15, Section 5 of this Agreement.

Section 10. Preferred List Call-In Procedure

Employees will not receive stand-by pay Monday through Saturday. In lieu of a call-in procedure, the Employer will maintain a preferred call-in list. If the Employer needs work to get done during off hours, the Employer will call the employee who is listed as the preferred call-in. If the employee refuses to come in, the Employer will call each employee in the Unit beginning with the most seniority and continuing through the seniority list. If every employee in the Unit refuses to come in, the Employer has sole discretion to decide how to complete the necessary work.

Section 11. Compensatory Time

Employees may elect to receive compensatory time off at the rate of time and one half in lieu of premium pay. Up to 100 hours of compensatory time may be banked with an additional 40 hours permitted on an annual basis. Once the 140 hours is reached overtime worked must be compensated by overtime pay.

Once the employee's compensatory time bank has been drawn down by the use of compensatory time off, the employee may again elect to receive overtime in the form of compensatory time rather than pay, up to the 140 hours. At the end of the fiscal year, however, all compensatory time in excess of 100 hours remaining in each employee's compensatory time bank shall be bought out by the Employer.

Compensatory payout shall be at the end of each fiscal year. The Employer shall provide the annual compensatory time payout in a separate check.

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 for 2014 through 2017 are included in Appendix C 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. Beginning April 1, 2014 through November 30, 2017, 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, 2017.

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 or duty assignment exists and whether or not to fill the vacancy or duty assignment.

Section 2. Notification of Vacancy

When a vacancy exists in an existing job classification or as a result of a new job classification, notice of such vacancy shall be posted announcing the vacancy and application process for inspection by members. The posting will be for at least 10 days. Employees may also submit requests for any vacant job open to their respective Bargaining Unit at any time.

Section 3. Selection

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

ARTICLE 24
SAFETY AND HEALTH

Section 1. General Duty

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

The parties agree that grievances alleging violation of Section 1 of this Article may be filed at Step III of the Grievance Procedure of this Agreement and will be subject to the Grievance Arbitration procedure.

Section 2. Drug and Alcohol Testing

See Appendix A referencing Drug and Alcohol Testing procedures.

ARTICLE 25
HOURS OF WORK

Section 1. Hours/Overtime

A. The purpose of this Article is to define the Hours of Work, the means of scheduling Time Off, and provide a basis for the computation of straight time, overtime, and other premium wages consistent with the Fair Labor Standards Act. Nothing in this Article shall be construed as a guarantee of hours of work. This Article is not intended to establish a claim to compensation in any form for hours not physically worked except as specifically provided for in this Agreement.

B. Work Week/Period. The work week is one-hundred and sixty-eight (168) hour period beginning at 0001 hours on Sunday and ending at 2359 hours the following Saturday. The regular hours for the work period shall consist of forty (40) hours beginning at 0001 hours on a designated Sunday and ending seven days later at 2359 hours on Saturday. Time worked shall be defined according to the Fair Labor Standards Act.

C. Overtime. Overtime is defined as all authorized work in excess of forty (40) hours per work period. Overtime work shall be rounded to the nearest quarter (1/4) hour. Time spent on sick leave, vacations or authorized leave shall not be considered hours worked in computing overtime, however, holidays and compensatory time off shall be considered hours worked in computing overtime. Overtime shall be paid at the rate of time and one-half an employee's base rate of pay.

D. Compensatory Time. Employees may choose to accumulate compensatory time at the applicable rate. All reasonable efforts will be made to accommodate an employee's request to utilize accumulated compensatory time off.

Section 2. General Provisions for All Employees

A. "The Work Day and the Work Week" - The normal workday shall consist of eight (8) consecutive hours with one-half hour paid meal period plus two paid (2) fifteen (15) minute rest periods. The normal workweek shall consist of five (5) consecutive work days followed by two (2) consecutive days off. One rest period shall be taken during the first half of the shift and one during the second half of the shift.

B. "Meal Periods" - Work schedules shall provide for the work day to be broken at approximately mid-point by an uninterrupted, one-half hour paid meal period for employees who are regularly scheduled to work forty hours per week. Subject to operational needs, employees shall have the right to leave the work site during such periods.

Section 3. Scheduling Practices

The chart below sets forth the scheduling practices that prevail with respect to the length of the normal workweek, starting and quitting times, days off and shifts. Hereinafter where changes in schedules affecting bargaining unit employees are sought by the Employer,

except in an emergency, the Employer shall notify and shall discuss such changes with the Union within forty-five (45) calendar days prior to the effective date of the changes. In addition, the Employer shall notify the affected employees twenty-eight (28) calendar days prior to the change.

Maintenance Shift	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Schedule 0630-1430							
Maint. # 1	O	X	X	X	X	X	O
Maint. #2	O	X	X	X	X	X	O
Maint. #3	O	X	X	X	X	X	O
Maint. #4	O	X	X	X	X	X	O
Maint. #5*	O	O	X	X	X	X	X

*the Sunday/Monday slot rotates on a monthly basis

Janitorial Shift

Schedule 0630-1430							
Janitor #1	O	X	X	X	X	X	O
Janitor #2	O	X	X	X	X	X	O
Janitor #3	O	X	X	X	X	X	O

Section 4. Shift Assignment

The Employer shall maintain the sole right to assign employees to each shift based on operational needs. Employees assigned to continuous operations shall be placed on permanent shifts with days off rotating every twenty-eight days according to the scheduling systems included above. Based on their department seniority, employees will bid for shift assignment and initial days off. The bid period will begin the first week in September with the posting of the schedule matrix. Each employee must submit his/her bid preference no later than September 15th. The Director will manage the bidding process. Final shift assignments will be posted by September 17th and shall take effect the first shift change in December.

If a scheduling slot becomes available, other employees may bid for the vacant slot and be granted the slot based on department seniority. The Employer reserves the right to leave a slot vacant based on operational needs.

Section 5. Shift Movement or Duty Assignment

The Employer shall maintain the right to move employees from one shift to another based upon job performance and necessity. Unless necessity dictates otherwise, the Employer shall give ten (10) calendar days prior notice of a change in shift or duty assignment. Necessity as used in this paragraph means employee shortages because of injury, sickness, suspensions, or any situation, which is detrimental to the operation. It is further provided that this paragraph shall not be used for discriminatory or punitive reasons.

Section 6. Shift Switching

The switching of occasional days off, or shifts, may be permitted by the Employer provided that the switch does not cause any anticipated Overtime pay. In addition, the Employer may require the employees involved to execute a written form indicating the responsibilities for each employee.

Section 7. Overtime Procedure

Overtime shall be distributed as equally as possible among the employees who normally perform the work in the position classification in which the overtime is needed and within the work shift. Overtime shall be distributed on a rotating basis among such employees on the work schedule who are already not scheduled to work at that time and who are assigned to that shift. If enough personnel cannot be secured to fill the overtime on the needed shift, then employees assigned to other shifts within the division may be offered the available overtime and thereafter the overtime may be offered to other employees who are qualified.

Overtime shall be distributed as equally as possible among employees who normally perform the work in the position classification in which the overtime is needed. Overtime created due to a sick call, or other short term emergency conditions (less than 24 hours notice) may be distributed to any available on duty employee working in that position classification, based on seniority. If enough personnel cannot be secured to fill the overtime on the shift, then employees assigned to other shifts within the division may be offered the available overtime and thereafter the overtime may be offered to other employees who are qualified.

For the purpose of equalizing the distribution of overtime, once an employee has been offered the overtime, his or her name shall be placed at the end of the overtime rotation list. Overtime will be deemed offered by phone call or text message to the telephone number provided by the employee to the Employer.

If all employees in a given shift decline the opportunity to work the offered overtime, the Employer may mandate that employees work the overtime from least senior employee to most senior employee. After all employees in said shift have been required to work overtime, the process shall repeat itself.

The Union shall be furnished overtime records on request, but not more than on a quarterly basis, except 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 8. Alternative Schedules

Alternative schedules and flex-time may be utilized if agreed to by the Employer and the employee(s) involved. Decisions of the Employer regarding employee requests for alternative schedules or flex-time shall not be subject to the grievance procedure.

Section 9. Scheduling of Holidays, Single Vacation Days, Compensatory Time and Two for One Sick Days

Requests for time off shall be submitted between the 1st and the 15th of the previous month and will be granted on the basis of department seniority. Employees will be allowed to designate one holiday request as a priority holiday and this day will be granted as long as there are available slots and no other persons with higher department seniority have requested that day off as a priority holiday. Any ties in day priority holiday requests will be decided based on department seniority. All time off requests other than priority holiday requests will be treated equally. Any requests for time off after the 15th of the previous month will be based on calendar date of submission. Time off submitted less than forty-eight (48) hours prior to the beginning of the shift may be subject to operational needs.

No more than one (1) employee will be granted time off on the same day, on the same shift, which may include a vacation week. Nothing in the above formula shall limit the Director's ability to grant additional time off based on staffing levels.

Section 10. Time Limit on Approval/Denial of Time Off

The approval/denial of any time off shall be done normally within twenty-four (24) hours of the request. In the event the scheduling supervisor is not readily available, the approval/denial will be made within seventy-two (72) hours. For requests submitted between the 1st and the 15th of the previous month, the employer shall approve them prior to the 17th of the same month.

**ARTICLE 26
SUBCONTRACTING**

Section 1. General Policy

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

Section 2. Notice and Discussion

Absent an emergency situation, prior to the Employer changing its policy involving the overall subcontracting of work in a bargaining unit area, when such change amounts to a significant deviation from past practice resulting in loss of work of bargaining unit employees, the Employer shall notify the Union and offer the Union an opportunity to discuss and participate in considerations over the desirability of such subcontracting of work, including means by which to minimize the impact of such on employees. Notwithstanding any other provisions of this Agreement, the Employer and the Union expressly acknowledge that the Employer's use of one third party janitor is a recognized past practice between the parties that the Employer has the right to continue.

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 27
MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Employer retains traditional rights to manage all affairs of the Maintenance and Janitor'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:

- 1) To plan, direct, control and determine all operations and services of the Kane County Maintenance and Janitor's Office;
- 2) To supervise and direct employees;
- 3) To establish the qualifications for employment and to decide which applicants will be employed;
- 4) To establish reasonable work rules and work schedules and to assign work as the Employer deems necessary. Such work rules and schedules shall be posted in a place and manner as mutually agreeable to the Employer and the Union;
- 5) To hire, promote, demote, transfer, schedule and assign employees to positions and to create, combine, modify and eliminate positions within the Maintenance and Janitor's Office;
- 6) To suspend, discharge and take such other disciplinary action against employees for just cause (probationary employees with cause);
- 7) To establish reasonable work and productivity standards and, from time to time, amend such standards;
- 8) To lay off employees;
- 9) To maintain efficiency of the Maintenance and Janitor's Office operations and services;
- 10) To determine methods, means, organization and number of personnel by which such operations and services shall be provided;
- 11) To take whatever action is necessary to comply with all applicable state and federal laws;
- 12) To change or eliminate methods, equipment and facilities for the improvement of operations;
- 13) 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;

- 14) To contract out for goods and/or services;
- 15) To take whatever action is necessary to carry out the functions of the Maintenance and Janitor's Office in emergency situations.

ARTICLE 28
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:

- 1) any subject matter or matter specifically referred to or covered in this Agreement - and
- 2) 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

1. However, except as otherwise provided in this Agreement, the Employer agrees that during the period of this Agreement, it shall not unilaterally change any bona fide past practices and policies with respect to salaries, hours, conditions of employment, and fringe benefits enjoyed by members of the bargaining unit without prior consultation and negotiations with the Union. Where past practice conflicts with the express terms of the Contract, the Contract shall prevail.

2. The Employer agrees that if during the term of this Agreement, it enters into any new agreement with any union or employee group considered to be a county department providing for increased fringe benefits greater than those provided herein (fringe benefits are defined as health and life insurance, vacation, sick leave, 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. However, it is the intent of the Employer not to provide such increased fringe benefit to other union or County Departments without making the same provisions available to the bargaining unit.

ARTICLE 29
TERMINATION

This Agreement shall be effective December 1, 2013 and shall continue in full force and effect until midnight November 30, 2017 and thereafter from year to year, unless not more than one hundred eighty (180) days, but not less than sixty (60) days prior to November 30, 2017 or any subsequent November 30 either party gives written notice to the other of its intention to amend or terminate this Agreement.

APPENDIX A
DRUG AND ALCOHOL TESTING

Section 1. Statement of Policy

It is the policy of the Employer that the public has a reasonable right to expect the employees of the County to be free from the effects of drugs and alcohol and have the physical stamina and emotional stability to perform their assigned duties. The Employer has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any rights of the employees established in this Agreement. Unlawful use of drugs as well as being under the influence of alcohol or the unauthorized consumption of alcohol while on duty shall be cause for discipline, up to and including discharge.

Section 2. Prohibitions

Unless assigned to an investigative unit which requires the conduct set forth below, employees shall be prohibited from:

- 1) being under the influence of alcohol or illegal drugs during the course of their workday;
- 2) consuming or possessing alcohol, except as may be necessary in the performance of their duty, at any time during the workday, or anywhere on the Employer's premises or work sites, buildings or properties or any vehicle owned by the Employer or any vehicle not owned by the Employer but used in service to the Employer;
- 3) the unlawful manufacture, possession, use, sale, purchase, dispensation, or delivery of any illegal drug at any time and at any place except as may be necessary in the performance of duty;
- 4) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking;
- 5) intentionally tampering with, substituting for, or causing another person to tamper with, substitute for a urine and/or blood specimen.

Section 3. Drug and Alcohol Testing Permitted

Testing is permitted where the Employer has reasonable suspicion to believe.

- 1) that an employee is under the influence of alcohol or illegal drugs during the course of the workday;
- 2) has abused prescribed drugs; or
- 3) has used illegal drugs.

- 4) employee appears to be unable to perform his/her job safely.

The Employer shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The Employer may also require an employee to randomly submit to alcohol or drug testing where the employee is assigned to a departmental drug enforcement group for a period of at least thirty (30) days and where such employee's duties are primarily related to drug enforcement. The Employer may require any employee accepting an assignment requiring a commercial driver's license to submit to alcohol or drug testing as may be permitted by law. At least two supervisory personnel must state their reasonable suspicions concerning an affected employee prior to any direction to submit the employee to the testing authorized herein. The foregoing shall not limit the right of the Employer to conduct any tests it may deem appropriate for persons seeking employment with the County, transfer or upon promotion to another position within the County.

Section 4. Order to Submit to Reasonable Suspicion Testing.

At the time an employee is directed to submit to testing as authorized by this Agreement, the Employer shall provide the employee with oral notice briefly outlining the reasonable suspicion leading to the request. Within seventy-two (72) hours of the time an employee is ordered to submit to testing authorized by this Agreement, the Employer shall provide the employee and the Union with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may possess.

Section 5. Tests to be Conducted

In conducting the testing authorized by this Agreement, the Employer shall:

- 1) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA) and Department of Transportations (DOT)
- 2) select a laboratory or facility that conforms to all NIDA standards and DOT;
- 3) establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result;
- 4) collect a sufficient sample of the bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing, if requested by the employee;
- 5) collect samples in such a manner as to preserve the individual employee's right to privacy, ensure a high degree of security for the sample and its freedom from adulteration;

- 6) confirm any sample that tests positive in the initial screening for drugs by re-testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected rug or drug metabolites;
- 7) provide the tested employee with the opportunity to have an additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Employer within seventy-two (72) hours of receiving the results of the tests;
- 8) require that a laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and the confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of the tests administered), the Employer will not use such information in any manner or forum adverse to the employee's interest;
- 9) require that with regard to drug testing, for the purpose of determining whether the employee is under the influence of drugs on a 5 panel drug test with test results higher than the following:

Amphetamines	1000ng/ml
Cocaine Metabolites	300ng/ml
Marijuana Metabolites	50ng/ml
Opiates	2000ng/ml
Phencyclidine	25ng/ml

those testing higher will be removed from safety sensitive positions.

- 10) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the Employer from attempt to show that test results between .02 and .04 demonstrate that the employee was under the influence, but the Employer shall bear the burden of proof in such cases); those testing .04 or higher, will be removed from safety sensitive positions.
- 11) provide the employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- 12) ensure that no employee is the subject of any adverse employment action except emergency temporary assignment or relief of duty during the pendency

of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 6. Right to Contest.

The Union or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the notice to submit to the tests, the right to test, the administration of the tests, significance and accuracy of the tests, the results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Employees retain such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section 7. Voluntary Requests for Assistance and Discipline.

The Employer shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Employer may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. All such requests for assistance and/or referral to treatment shall remain confidential and any information received by the Employer concerning counseling, referral, and/or treatment shall not be used in any manner adverse to the employee's interest, except as described in this Agreement.

The foregoing is contingent upon:

- 1) the employee agreeing to the appropriate treatment as determined by the physician(s) involved; and
- 2) the employee discontinues his use of illegal drugs or abuse of alcohol; and
- 3) the employee completes the course of treatment prescribed, including an "after-care" group for a period up to twenty-four (24) months; submits proof of completion; and
- 4) the employee agrees to submit to random testing during hours of work during the period of "after-care."

Employees who do not agree to or who do not act in accordance with the foregoing, or test positive a second or subsequent time for the presence of illegal drugs or alcohol during hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute

a direct threat to the property or safety of others. Such employees shall use accumulated paid leave or take unpaid leave of absence, pending treatment.

DRUG TESTING LOCATIONS

Provena Mercy Occupational Center
1320 N. Highland Ave
Aurora, IL 60506
Monday thru Friday
Hours: 0730 Hrs. to 1800 Hrs.
630-859-8159

Provena St. Joseph Occupational Center
87 N. Airlite St. Suite 130
Elgin, IL 60123
M,W,F, 0700 Hrs. to 1700 Hrs.
T & Th, 0700 Hrs. to 1800 Hrs.
847-931-5555

Testing Locations After Hours

Provena Mercy Medical Center (Emergency Room)
1325 N. Highland Ave
Aurora, IL 60506
Monday Thru Friday
1800 Hrs. to 0730 Hrs.
Saturday & Sunday
24 Hours
630-801-2800

Provena Med-Care
2250 West Algonquin Rd.
Lake in the Hills, IL 60156
24 Hours 7 Days a Week
847-854-5511

APPENDIX B

Maintenance and Janitor Pay Scale

Employees shall receive wage compensation according to the following pay rates.

Pay Scale In Effect November 30, 2013

	Step 1	Step 2	Step 3	Step 4
Janitor	1829 21946	1952 23427	2083 24994	2223 26671
Maintenance	2115 25386	2256 27075	2408 28899	2569 30833

Pay Scale Effective December 1, 2013 (+2%)

	Step 1	Step 2	Step 3	Step 4
Janitor	1866 22385	1991 23896	2125 25494	2267 27204
Maintenance	2157 25894	2301 27617	2456 29477	2620 31450

Pay Scale Effective December 1, 2014 (+2%)

	Step 1	Step 2	Step 3	Step 4
Janitor	1903 22833	2031 24374	2168 26004	2312 27748
Maintenance	2200 26412	2347 28169	2505 30067	2672 32079

Pay Scale Effective December 1, 2015 (+2.5%)

	Step 1	Step 2	Step 3	Step 4
Janitor	1951 23404	2082 24983	2222 26654	2370 28442
Maintenance	2255 27072	2406 28873	2568 30819	2739 32881

Pay Scale Effective December 1, 2016 (+2.5%)

	Step 1	Step 2	Step 3	Step 4
Janitor	2000 23989	2134 25608	2278 27320	2429 29153
Maintenance	2311 27749	2466 29595	2632 31589	2807 33703

APPENDIX C

**KANE COUNTY
Changes in Health Plan Features**

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

SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have set their hands this _____ day of
_____, 2014.

FOR THE EMPLOYER:

Donald Biggs
Operations Staff Executive

Chris Lauzen
Chairman, Kane County Board

FOR THE UNION:

Daniel Dykstra, Staff Attorney
Policeman's Benevolent Labor
Committee (P.B.L.C.)
Benevolent & Protective Association

Carlos Berrios, Local President
Policeman's Benevolent Labor
Committee (P.B.L.C.), Kane County

