

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE POLICEMAN'S BENEVOLENT  
LABOR  
COMMITTEE, THE KANE COUNTY  
CORONER  
AND THE COUNTY OF KANE**

**AGREEMENT DATES**

**12/01/2010 through 11/30/2017**

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**PREAMBLE**

This Agreement is entered into by the Kane County Coroner ("Coroner") and the County of Kane ("County"), hereinafter referred to, respectively and/or collectively, as applicable, 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.

Included: All employees of the Kane County Coroner's Office in the title of Assistant Chief Deputy/FOIA Officer, Deputy Coroner, Administrative Assistant 1 and Administrative Assistant 2.

Excluded: Coroner, Chief Deputy Coroner, Compliance/Accreditation Manager, all other employees of the County of Kane and Kane County Coroner, all supervisors, managerial, professional, short-term and confidential employees within the meaning of the Illinois Public Labor Relations Act ("Act"), and all other persons excluded from coverage under the 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 to 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 within 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 this Collective Bargaining Agreement and any policies specifically adopted by the Coroner. 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 this Collective Bargaining Agreement and any policies specifically adopted by the Coroner. 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 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 thereto in comparison with the job content and responsibilities of other position classifications in the Employer's work force;

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

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

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

### **Section 4. Non-Bargaining Unit Personnel**

Non-Bargaining Unit Personnel may continue to perform bargaining unit work which is incidental to their jobs. In addition, 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, or 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 and supplement bargaining unit work in accordance with past practice and the 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**

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**  
**MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the County and the Coroner retain traditional rights to manage all affairs of its respective offices, as well as those rights set forth in the Illinois Counties Code and the Illinois Public Labor Relations Act. Such management rights shall include, but are not limited to, the following:

- a) To plan, direct, control and determine all operations, standards and services of the Employer;
- b) To supervise, direct and evaluate employees;
- c) To establish the qualifications for employment and to decide which applicants will be employed;
- d) To establish reasonable work rules and work schedules and to assign work as the Employer deems necessary. Such work rules and schedules shall be posted in a place and manner as mutually agreeable to the Employer and the Union;
- e) To hire, promote, demote, transfer, schedule and assign employees to positions and to create, combine, modify and eliminate positions;
- f) To suspend, demote, discharge and take such other disciplinary action against employees for just cause (with the exception of probationary employees, who may be discharged without cause);
- g) To establish reasonable work and productivity standards and, from time to time, amend such standards;

- h) To determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement;
- i) To assign overtime and determine the number of hours of work and shifts per week;
- j) To lay off employees;
- k) To maintain efficiency of Employer's operations and services;
- l) To determine methods, means, organization and number of personnel by which such operations and services shall be provided;
- m) To determine the standards of professionalism required of the employees, and from time to time, to change those standards;
- n) To take whatever action is necessary to comply with all applicable state and federal laws;
- o) To secure, change or eliminate methods, equipment and facilities for the improvement of operations;
- p) 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, to include revision, combination, addition or elimination of job classifications;
- q) To contract out for goods and/or services;
- r) To take whatever action is necessary to carry out the functions of the Employer in emergency situations;
- s) To establish and maintain a budget;
- t) To make, alter and enforce rules, regulations, orders and policies and other management rights.

Nothing in this Agreement shall constitute a waiver by the county or the Coroner of any rights or authority either has under any statute or law.

### **ARTICLE 3** **PROBATIONARY EMPLOYEES**

Employees in the Coroner Unit 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 4** **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 5** **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 Labor Committee, Policemen'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 6  
INDEMNIFICATION**

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

**ARTICLE 7  
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 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 Employer.

**ARTICLE 8**  
**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, regardless of who 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 9**  
**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. Classification Seniority means the length of uninterrupted employment an employee has in their current classification.

C. Office Seniority means the length of uninterrupted employment an employee has in the Coroner's Office.

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

**Section 2. Loss of Seniority**

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

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

B. He/she is discharged for just cause unless reversed through the Grievance or Arbitration Procedure.

C. He/she retires.

D. He/she does not return to work from layoff or authorized leave of absence within ten (10) calendar days after being notified by certified mail to return.

E. He/she has been on layoff for a period of time equal to his/her 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 Coroner's Office.

**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, which 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**

Seniority shall be determined based upon the following:

- A. Classification seniority
- B. Office seniority
- C. 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 10  
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 affected classification and 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 within the same bargaining unit.
- 2) To replace an employee with less seniority, if any, in another classification 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 11**  
**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 the 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 an employee's duties in the chain of command.

Business days shall include the weekdays of Monday through Friday, excluding holidays or other days the Coroner's Office or the Kane County Government Offices, as applicable, 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.

Due to the co-Employer status of the County and the Coroner, where applicable and necessary to the resolution of the grievance, a grievance may be directed to the Coroner or County Board representative or both for response. In the event a grievance is erroneously filed in good faith with either the County or the Coroner, the grievant shall be so informed and notified in writing. The grievant shall have ten (10) business days from the date they are so notified to re-file the grievance with the proper party.

**Step 1. Compliance/Accreditation Manager**

The Employee and/or the Union shall raise the grievance in writing on the approved form to the Compliance/Accreditation Manager. 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. A written response to the grievance shall be rendered within ten (10) business days after the grievance is presented. If the grievance is not resolved at Step 1, the signed Step 1 grievance response will be presented to Step 2. The

parties recognize that variations from the Compliance/Accreditation Manager, 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 Agreement unless mutually agreed by all parties in writing.

**Step 2. Chief Deputy Coroner**

Grievances submitted to the Chief Deputy Coroner at Step 2 shall be presented in writing by the Union to the Chief Deputy Coroner 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 Chief Deputy Coroner decision. Within ten (10) business days after the grievance is presented to Step 2, the Chief Deputy Coroner shall render a written answer to the grievant and provide a copy of such answer to the Union.

**Step 3. Coroner**

If the grievance is still unresolved, it shall be presented by the Union to the Coroner in 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. Coroner shall give his/her written response within ten (10) business days following the meeting.

If no meeting is held, the Coroner 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 Employer 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 meet to select 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.

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 making arrangements for a Court Reporter for arbitration proceedings. The parties shall bear the court reporter costs, including applicable appearance fees and costs and associated with the transcription 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, as of the date of request, which are not disclosed pursuant to a request for production, 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 12**  
**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 of non-probationary employees 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)
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. Supervisors shall be responsible for the documentation of any corrective action/recognition notice taken on behalf of the employee. This action will be documented, signed by the employee and a copy will be placed in the employees 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 Coroner, or his designee, 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 Coroner's agreement to use progressive and corrective disciplinary action does not prohibit the Coroner in any case from imposing discipline which is commensurate with the severity of the offense. The Coroner, or his designee, 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 Coroner, or his designee, shall meet with the employee involved and inform the employee of the contemplated discipline and the reason thereof. The employee shall be informed of his contract rights to Union representation and shall be entitled to such, if so requested by the employee. 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 twenty-four (24) hours after notice.

**Section 4. Investigative Interviews**

Where the Coroner desires to conduct an investigative interview of an employee where the results of the interview might result in discipline, the Coroner 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 twenty-four (24) hours' notice from Coroner 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 the 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. 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 7. Suspension Day Defined**

A suspension day is a twenty-four (24) hour period during which an employee was scheduled to work a regular tour of duty but has been ordered not to report for duty. Disciplinary suspensions shall be without pay.

**Section 8. 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 13**  
**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 unless it is made available for inspection in accordance with the Illinois Personnel Record Review Act.

**Section 2. Inspection**

Upon request of an employee, the Employer shall reasonably permit an employee to inspect his personnel file in accordance with the Illinois Personnel Record Review Act and subject to the following:

A) Such an inspection shall occur within seven (7) 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 in accordance with the Illinois Personnel Record Review Act.

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

E) Pre-employment information, such as reference reports, credit checks or information provided to 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 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: (1) without the Employee's written approval; or (2) without a Court Order requiring the release of the information; or (3) unless required by law in order to respond to a government agency; or (4) unless required by statute, regulation or common law, e.g., without limitation, as required by Illinois Freedom of Information Act ("FOIA") or other applicable law. In the event the Employer receives a court order for a personnel file, the Employer will notify the employee that the office received an order. The Employer also agrees to assert applicable exemptions under FOIA should it receive a FOIA request for personnel files.

**ARTICLE 14**  
**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.

**Section 3. Illinois Vital Records System**

The Employer shall register and certify all clerks, secretaries, and office managers in an approved class of the Illinois Vital Records System.

**ARTICLE 15**  
**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:

- a) Discussion of the implementation and general administration of this Agreement.
- b) A sharing of general information of interest to the parties.
- c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the 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 two Union representatives.

**Section 4. List of Union Stewards**

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

**ARTICLE 16**  
**HOLIDAYS**

**Section 1.**

All bargaining unit employees shall receive the holidays approved annually by the County Board.

**Section 2.**

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

**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.

**ARTICLE 17**  
**VACATIONS**

Vacation time is calculated from the first of the month after 12 months of continuous employment with the Coroner. Each regular full-time and regular part-time employee is entitled to vacation with pay in accordance with the following schedule:

1. Two (2) weeks -- Upon completion of 12 months of continuous employment. Employees earn two (2) weeks' vacation each year in which 12 months of continuous employment is completed, through the completion of five (5) full years.
2. Three (3) weeks -- Upon completion of 60 months (5 years) of continuous employment.
3. Four (4) weeks -- Upon completion of 180 months (15 years) of continuous employment.

Vacation pay is calculated on the basis of the employee's normal work week. Regular part-time employees will receive vacation pay proportionate to the average number of hours normally worked per week.

Purchase of Military Service Credit -- Notwithstanding the earning schedule set out above, Coroner employees who present proof of having purchased military service credit from the Illinois Municipal Retirement Fund pursuant to a duly approved resolution by the Kane County Board, will earn vacation time at a rate that equals their employment with the



Coroner plus the number of months of military service credits that were purchased. Proof must be presented to the Human Resources Department so that the employee's vacation accrual schedule is properly adjusted.

During the first year of employment only, the Coroner offers the option of taking up to one (1) week vacation after six (6) months of continuous service. If the employee elects to use one (1) week after six (6) months, only one (1) week remains to be taken upon the completion of 12 months total service during the following one (1) year period. If the employee terminates prior to the first anniversary and has borrowed vacation time, pay for days used will be deducted from their final paycheck. The employee is required to complete a form prior to the commencement of the vacation.

Vacation carry-over from year to year -- All vacation earned during a year must be taken during the following year or it will be forfeited. No vacation credit will be allowed to accrue from year to year. Vacations will be scheduled with prime consideration given to the efficient operation of the Employer. While employee requests will be honored whenever possible, final approval must be given by the Coroner or his/her designee to provide continuity of operations.

Holidays -- When a holiday falls during an employee's scheduled vacation period, the employee will be paid for the holiday instead of vacation pay. The employee may then take an alternate day of vacation during that anniversary year by arrangement with the department head.

Vacation Payment -- No salary payment will be made in lieu of vacation not taken.

Vacation Pay upon termination -- Employees with less than 12 months of service are not entitled to any vacation pay upon termination. Employees with 12 months or more of continuous service with the Coroner's Office will receive pay for unused vacation (vacation earned in the previous year) and for accrued vacation (vacation earned for each completed month employed from the last anniversary date during the year in which termination occurs).

## **ARTICLE 18** **SICK LEAVE**

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

B. Short-term Sick/Personal day accumulation - "Sick leave year" is defined as the twelve month period beginning December 1 of each year. Eligible employees, who have completed twelve months of continuous service as of December 1 of the applicable sick leave

year, will be credited with four (4) days. Employees must complete six (6) months of continuous employment with the Coroner before they are eligible to earn sick leave. Employees who have completed less than twelve months of continuous service as of December 1 of the applicable sick leave year, will be credited with short-term sick leave at the rate of one (1) day for each remaining quarter in that sick leave year. Employees are entitled to the sick leave the first day of each quarter.

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

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

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

F. Extended Sick leave Accumulation - Eligible employees will be credited with one (1) day of extended sick leave per month after the completion of six (6) months of continuous employment with the Coroner. Unused extended sick leave will carry over from year to year and may accumulate up to a maximum of 240 days.

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

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

Notwithstanding the preceding paragraphs, an employee may use up to three (3) extended sick days during a fiscal year to care for a spouse, the employee's parents and the employee's children (biological and adopted).

H. Payment for unused extended sick leave - No payment for unused extended sick leave is made at termination. Retiring employees under IMRF qualify for up to one (1) year of additional pension service for unused extended sick leave at the rate of one month for every twenty days of fraction thereof (1:20). To qualify for this pension credit, the effective date of the pension must be within sixty (60) days of termination. This additional pension service credit provision applies solely to employees retiring with an IMRF pension. Converted extended sick leave cannot be used to meet the requirements of a minimum of eight (8) years for an IMRF pension or 35 years for a non-discounted pension under age 60.

## **ARTICLE 19**

### **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, if applicable) 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 Coroner. 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 Illinois 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 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.

**Section 8. Secondary Employment/Outside Activities**

The Employer respects an employee's right to undertake secondary employment on a part-time basis or engage in outside activities so long as doing so does not conflict or interfere with the employee's ability to perform his or her assigned responsibilities or his or her commitment to the Employer. An employee who wishes to accept secondary employment, must provide to the Employer, in writing, details of the nature of such secondary employment and obtain the consent of the Employer before beginning such secondary employment.

Any employee who undertakes public speaking engagements that relate to the employee's duties at the Employer, may only do so with the permission of the Employer. The employee may never discuss non-public information.

Engaging in outside activities or secondary employment that, in the sole opinion of the Employer, negatively affects job performance, results in a conflict or the appearance of impropriety, places the Employer in disrepute or subjects the Employer to public disfavor or disadvantage, will not be permitted.

**ARTICLE 20**  
**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 Coroner or his/her designee. 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 the Coroner's Office without the express written approval of the Coroner.

**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 Coroner or his/her designee 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 Coroner or his/her designee 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 Coroner or Coroner'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 Coroner or his/her designee 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 Employer has reason to doubt the validity of the certification provided, the Employer 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.

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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 Coroner or the Coroner'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 Employer provides the employee with a list of the essential functions of the employee's job at the same time that the Employer provides notice to the employee that the leave is designated as FMLA-qualifying. The Employer may contact the employee's health care provider for purposes of clarifying and authenticating the fitness-for-duty certification. The Coroner or Coroner's designee may not delay the employee's return to work while contact with the health care provider is being made, unless the Coroner or his/her designee 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 Employer shall present the certification to the Coroner or Coroner's designee before the employee shall be allowed to return to work.

(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



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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 Coroner or his/her designee 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 Coroner or his/her designee 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: The Coroner or his/her designee may place an employee on administrative leave of absence pending a determination of the employee's employment status.

(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.

(J) Other Leaves Required by Law: Eligible employees will be granted leaves of absence required by state or federal law in accordance with the provisions of the applicable law.

#### **Section 4. Rules, Regulations And Procedures**

A. The Coroner or his/her designee may require, or an employee may elect, that accrued sick days, accrued vacation and, if applicable, personal days, be used during the leave of absence.

(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 that 12 consecutive work weeks must petition the Coroner for an extended leave, which may be granted at the Coroner's discretion based upon the operational needs of the department. Employees in this extended period must contact the Coroner or his/her designee 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 5. 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 Coroner or his/her designee, who after recommending approval or disapproval distributes the form according to the routing indicated.

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

#### **Section 6. IMRF Leave of Absence 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 7. 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 ( $66 \frac{2}{3}$ ) 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 8. Jury Duty**

Leave shall be granted to employee's who are called to jury duty or are required to be absent from work because of subpoena from any legislative, judicial, or administrative tribunal. Employees summoned to jury duty shall be entitled to one full shift off for every day of jury service. 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 9. Bereavement Leave**

In the event of a death in an employee's immediate family, the employee will be allowed up to three (3) days leave with pay for the time actually lost. Immediate family members (including step, foster and adopted) are defined as including the employee's children, father, mother, step-parents, 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 10. 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 Coroner or Coroner'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 21 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**

Two Local Union representatives shall be allowed two days off per year or one Union representative four days per year with pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or International conventions. One Local Union Officer from each unit shall be allowed to attend Local Executive Board and Monthly meetings provided such representative shall give 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 for the purposes stated in the preceding paragraph may be granted by the Coroner in his sole discretion.

**Section 4. Union Bulletin Boards**

The Employer shall provide a bulletin board and/or space at the Coroner's Office.

**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; provided, such Union orientation shall not exceed fifteen (15) minutes. Attendance by employees and such Union orientation shall be on a voluntary basis.

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, not including office email, or by posting on the Union

bulletin board, and other means so as long as such distribution does not impair the operations of the Office.

Neither the Office email nor any equipment belonging to the Employer, such as, but not limited to, radios, pagers, cell phones, vehicles, photocopy machines and microcomputers, shall be used for personal use or for Union business. Employees shall have no expectation of privacy for email or voicemail communications or mailbox materials.

**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 22  
WAGES**

**Section 1. Wage Schedule – See Appendix C**

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

**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 1/26<sup>th</sup> 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 1/27<sup>th</sup> 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 and ½ times the employee's base hourly rate. Additional discretionary pay (e.g. on-call pay) will be added to the base hourly rate in accordance with applicable state and federal law.

**Section 4. Specialty/Additional Duty Pay Provisions**

Employees who perform the following functions during a pay period will receive the following lump sum amounts during the pay period:

- a) Assistant Chief Deputy/FOIA officer -- Employee(s) assigned as Assistant Chief Deputy/FOIA Officer shall receive an additional \$150.00 per pay period. This shall be retroactive to March 1, 2014 if the employee(s) were assigned this function during the relevant time periods.
- b) Training Coordinator -- Employee(s) assigned as Training Coordinator shall receive an additional \$100.00 per pay period. This shall be retroactive to March 1, 2014 if the employee(s) were assigned this function during the relevant time periods.

#### **Section 5. Uniform Provisions**

Beginning with fiscal year 2014 (December 1, 2013) through November 30, 2017, employees shall receive a \$300 credit January 1st of each fiscal year, at a vendor approved by the Employer, to purchase uniforms, which shall include polos, khakis, black pants, and seasonal gear approved by the Coroner and further detailed in the Coroner's dress code policy. All such credits must be used by the end of the fiscal year in which they are issued or they shall be forfeited. No credit will be allowed to carry over from year to year.

#### **Section 6. Training and Meetings**

Mandatory Training or Meetings. Employees attending authorized mandatory training outside of the regular shift approved by the Employer shall be paid time and one-half their regular hourly rate of pay for all time spent in attendance with a two-hour minimum.

#### **Section 7. Travel Time**

If the Employer approves training for an employee, the Employer shall reimburse the employee in accordance with the Kane County Financial Policy as adopted by the Kane County Board.

#### **Section 8. On-Call/Pager and Call-Out/Death Scene Pay**

This provision shall become effective during the payroll period immediately following the parties' execution of this Labor Agreement.

One Deputy Coroner shall be scheduled to be "on-call" for pager duty each day. The on-call/pager duty Deputy Coroner shall be responsible for handling all calls that occur during their "on-call" period. Deputy Coroners shall be scheduled with an equal share of on-call/pager duty days each month. Any remaining days may be covered by the Chief Deputy Coroner or assigned to Deputy Coroners in the sole discretion of the Coroner. A "call-out" shall be any time an employee is required to perform work at a death scene outside the normal work-day.



On-Call (Pager Duties) -- Employees will receive \$90 per day each calendar day they are assigned pager duty. In addition, Employees will be compensated at their straight time base hourly rate up to 40 hours per week and time and one-half for work after 40 hours for all hours worked while on pager duty. Pager duty is mandatory and will be assigned equally among the Deputy Coroners.

Call-Out (Death Scene Duties) -- Employees will receive a minimum of three hours' straight time pay per after-hours call-out to a death scene investigation up to 40 hours per week, and overtime compensation when the employee's work hours exceed 40 per week, including call-out work. Travel time to and from a death scene will be counted and compensated as hours worked.

**Section 9. On-Call/Call-Out Compensation Guarantee Until November 30, 2017**

In an effort to prevent employees from earning less after-hours on-call/call-out compensation than employees received in fiscal year 2013, during the time period through and including November 30, 2017 (fiscal years 2014, 2015, 2016 and 2017), if an employee earns less on-call/call-out compensation during fiscal years 2014, 2015, 2016 and 2017 than the employee earned during fiscal year 2013, the Employer will pay the difference between the on-call/call-out compensation earned in fiscal year 2013 and that earned in fiscal years 2014, 2015, 2016 and 2017. This provision will expire at the end of the term of this Agreement.

**Section 10. No Pyramiding.**

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

**ARTICLE 23  
OUT OF TITLE WORK**

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

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

- (A) The pay of the employee whose duties the assigned employee is performing,
- or
- (B) The current pay of the assigned employee, after said five-day period.

**ARTICLE 24  
INSURANCE**

Employees shall receive the same insurance coverage offered to non-union employees who are employed by the County. The current details of the insurance plan are as follows:

**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 D attached hereto and incorporated herein. All regular full-time employees and all regular part-time employees who work a minimum of twenty-one (21) hours per week are eligible to enroll in the County's comprehensive group hospitalization, medical, vision and dental insurance plans.

B. Premium costs are shared by full-time employees and the County through payroll deduction. Eligible part-time employees pay the full premium for all plans for coverage through payroll deduction. A pre-tax deduction Section 125 Plan is available at the time of enrollment. 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 Employer agrees 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 Employees**

A. Retirees-

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

Employees retiring under regular IMRF must be at least 55 years of age with at least eight (8) years of service.

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

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

Retired employees may elect to change medical insurance plans during the annual open enrollment period for active County employees each year.

**ARTICLE 25**  
**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/her designee shall be the sole person to select those persons to fill the vacancies.

**ARTICLE 26**  
**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 3 of the Grievance Procedure of this Agreement and will be subject to the Grievance Arbitration procedure.

**Section 2. Fitness for Duty Evaluation**

Employees may be required to undergo a physical or psychological fitness for duty evaluation by the Employer, or his or her designee, where there is a reasonable belief that an employee may not be physically, emotionally or mentally fit to carry out his or her essential job duties. Minimum physical requirements of the position include: the ability to move 100 pounds; the ability to sit at and type on a computer for long periods of time; the ability to drive a Coroner vehicle to death scenes; climbing, twisting, reaching, pulling, pushing, lifting, carrying, crouching, kneeling and dragging are normally required in a number of death investigations; and crawling, swimming or standing in water may be required in non-routine and unusual situations. Determining that a fitness for duty evaluation is warranted shall be made by the Coroner or his/her designee. The basis for the determination shall be set forth in writing to the employee ten (10) days prior to the time the employee is to undergo such testing. However, the ten (10) day notice shall be waived when the employee's conduct

imminently or directly threatens the safety to self or others. In that case, a copy shall be given to the employee at the time the employee is ordered to undergo such evaluation.

All examinations and inquiries into an employee's fitness for duty shall be both job related and consistent with operational necessity and shall be no broader or more intrusive than deemed necessary by qualified, licensed and certified medical doctors, psychiatrists or psychologists.

An Employee shall have the right to inform the Union of the order after it is received and shall have the right to secure a similar fitness for duty evaluation at the employee's own expense from a qualified, licensed and certified medical doctor, psychiatrist or psychologist of their own choosing.

The Employee shall sign any and all releases or authorizations required by the medical doctor, psychiatrist, or psychologist, as the case may be, to release the information and evaluation obtained as a result of a fitness for duty evaluation to the Employer. The Employer recognizes the employee's right to privacy and agrees that any information and evaluation obtained pursuant to this section shall be placed in the employee's secure medical file. The evaluation and information provided to the Employer as a result of such fitness for duty evaluation shall be provided to the employee.

In the event the Coroner seeks to terminate an employee covered under this Agreement, based on the fitness for duty evaluation and other information, the Coroner or his/her designee shall meet with the employee involved and inform the employee of the contemplated action and the reason thereof. The employee shall be informed of his/her contract rights to Union representation and shall be entitled to such, if so requested by the employee. If the Employer and the Employee are unable to agree to the findings of the fitness for duty examination, the doctors representing the employee and the County shall pick a third party qualified physician in that field to arbitrate the decision. The physician can be chosen from a list of area physicians qualified in that practice.

### **Section 3. Drug and Alcohol Testing**

See Appendix A reference Drug and Alcohol Testing procedures.

## **ARTICLE 27** **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 thirty-five (35) in-office 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 (if applicable) shall be considered hours worked in computing overtime. Overtime shall be paid at the rate of time and one-half an employee's base rate of pay.

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

(A) **"The Work Day and the Work Week"** - The Work Day shall consist of eight (8) consecutive hours with one-hour unpaid meal period plus two (2) paid fifteen (15) minutes rest periods. Office hours to be staffed during daytime hours Monday through Friday and a second shift on Wednesday to be staffed, at the discretion of the Coroner, from 12:30 p.m. to 8:30 p.m. with one Deputy Coroner and one Administrative employee. (35 regular, in-office hours)

(B) **"Meal Periods"** - Work schedules shall provide for the work day to be broken at approximately mid-point by an uninterrupted, one hour unpaid meal period. Subject to operational needs, employees shall have the right to leave the work site during such periods. If Employees begin their meal period and they are asked to work during their meal period for more than a de minimis amount of time (e.g. transferring of calls shall be considered de minimis), they will receive thirty (30) minutes' pay for work performed during their meal period up to one half hour. If employees work longer than one half hour, they will receive pay for actual time worked. The Union will create and administer a rotation system whereby employees are offered the opportunity to work during their meal period that results in an equitable distribution. In exceptional circumstances, if an Employee has not been able to take his/her one-hour meal period, the Coroner or his designee, in his sole discretion, may flex the Employee's hours for that day. .

(C) **Conversion to 12-Hour Schedule** - The Employer shall have the right to convert the work schedule from an 8 hour to a 12 hour schedule during the term of this Agreement subject to the following procedure: The Employer shall provide notice to the Union of its intent to convert to a 12 hour schedule. If the parties have not concluded negotiations within thirty (30) days following the notice to change the work schedule, the parties agree to proceed to impasse arbitration pursuant to Section 14 of the Illinois Public Labor Relations Act on wages and work hours only. The parties shall agree on an arbitrator or request a panel of arbitrators from the Federal Mediation and Conciliation Service. The parties may only retain an arbitrator who can schedule a hearing date within ninety (90) days of the notice to change the work schedule. If the parties have not concluded negotiations or received an award from an arbitrator within six (6) months following the notice to change the

work schedule, the Employer may impose a 12 hour schedule. In the event that the Employer converts to a 12-hour work schedule, the Agreement shall be re-opened for purposes of negotiating wages and work hours only in connection with the 12-hour work schedule. This subsection (C) expires on November 30, 2017.

**Section 3. Overtime Procedure**

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. 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 4. Alternative Schedules**

Alternative schedules and flex-time may be utilized. Decisions of the Employer regarding employee requests for alternative schedules or flex-time shall not be subject to the grievance procedure.

**Section 5. Scheduling of Single Vacation DaysTime Off**

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. 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) Deputy Coroner and one (1) Secretary will be granted time off on the same day which may include a vacation week. Nothing in the above formula shall limit the Coroner's ability to grant additional time off based on staffing levels.

**ARTICLE 28**  
**SUBCONTRACTING**

**Section 1. General Policy**

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

**Section 2. Notice and Discussion**

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

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

**ARTICLE 29**  
**COMPLETE AGREEMENT AND MAINTENANCE OF STANDARDS**

**Section 1. Complete Agreement**

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

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

**Section 2. Maintenance of Standards**

a. 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 Agreement the Agreement shall prevail.

b. 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 units. However, it is the intent of the



Employer not to provide such increased fringe benefit to other union or County Departments without making the same provisions available to the bargaining units.

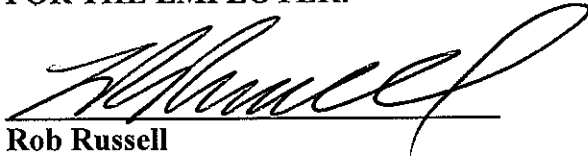
**ARTICLE 30**  
**TERMINATION**

This Agreement shall be effective December 1,-2010 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.

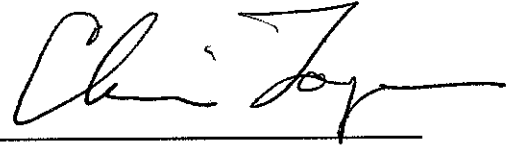
**SIGNATURE PAGE**

IN WITNESS THEREOF, the parties hereto have set their hands this 3<sup>rd</sup> day of April, 2010.

**FOR THE EMPLOYER:**

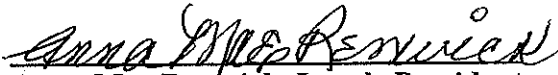


**Rob Russell**  
**Coroner**  
**Kane County Coroner**



**Chris Lauzen**  
**Chairman, Kane County Board**

**FOR THE UNION:**



**Anna Mae Renwick, Local President**  
**Policeman's Benevolent Labor**  
**Committee (P.B.L.C.), Kane County**

**APPENDIX**  
**DRUG AND ALCOHOL TESTING**

**Section 1. Statement of Policy**

It is the policy of the Coroner that the public has a reasonable right to expect the employees of the Coroner 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**

Employees shall be prohibited from:

- a) being under the influence of alcohol or illegal drugs during the course of their workday;
- b) 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;
- c) 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;
- d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking;
- e) 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.

- a) that an employee is under the influence of alcohol or illegal drugs during the course of the workday;
- b) has abused prescribed drugs; or
- c) has used illegal drugs.

- d) 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. The foregoing shall not limit the right of the Employer to conduct any tests it may deem appropriate for persons seeking employment with the Coroner or 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. Random Drug Testing.**

- a) All employees of this bargaining unit will be subject to Random Drug Testing. Such testing will be during an employee's regularly scheduled shift.
- b) Upon notification that an employee is scheduled for Random Drug Testing, such employee will appear at the required location specified for the drug testing. (See Appendix B)
- c) The employee must appear at the required location during their regularly scheduled shift, but not later than 6 hours from the time they receive the notice.
- d) The employee will be required to show a photo identification card to the testing agency upon their arrival to verify their true identity before the testing procedure will begin. If the employee does not have a photo ID then the on duty supervisor will be required to go to the location and verify the identity of the employee.
- e) The random selection process shall be by computer generated numbers. Such computer generated program shall be performed by an outside contractor hired by the Coroner after consultation with the Union. The outside contractor shall be one that specializes in such functions.

- f) The outside contractor shall not select more than two (2) Employer's employees from the computer generated list per month for random drug testing.
- g) The dates for said tests shall also be chosen at random by the same outside contractor. To maintain the security of the selection process, the contractor shall deal only with the Employer or, in the Employer's absence, a designee for purposes of notifying the Employer of testing dates and individuals selected. The list of selected member(s) shall be provided to the Union after the testing dates for the affected member(s).
- h) On the same day the employee has been given notice for testing, the Union representative will also be notified that the employee has been selected. The Union representative shall insure only those employees originally selected were actually tested. The Coroner or designee shall assist the Union representative in understanding any discrepancies.
- i) Immediately after being ordered, refusal to report for testing shall constitute insubordination and will result in the imposition of statutory and departmental rules, regulations and procedures concerning the imposition of discipline.
- j) An employee who tests positive after a random drug test shall be subject to the same conditions as those who test positive under "reasonable suspicion" drug test.
- k) The random selection of a member will not result in the member's name being removed from any future selection process.
- l) If an employee is selected for a random test, but is unavailable due to extenuating circumstances, no disciplinary action will be taken (e.g., at a death scene investigation). The test will be administered as soon as practicable after the employee is available.

**Section 6. Tests to be Conducted**

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

- a) 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)
- b) select a laboratory or facility that conforms to all NIDA standards and DOT;
- c) 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;

COLLECTIVE BARGAINING AGREEMENT FOR PBLC KANE COUNTY  
12/01/2010 THROUGH 11/30/2017

- d) 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;
- e) 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;
- f) 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;
- g) 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;
- h) 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;
- i) 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.

- j) 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 .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive; those testing .02 or higher, will be removed from safety sensitive positions.

- k) provide the employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- l) 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 7. 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 8. Discipline.**

Employees who refuse to submit to testing for the presence of illegal drugs or alcohol during hours of work shall be subject to immediate discharge.

**APPENDIX B  
DRUG TESTING LOCATIONS**

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

Presence 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**

Presence 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

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



**APPENDIX C**

The starting base wage for bargaining unit employees is as follows:

Secretary - \$16.00/hr.  
Deputy Coroner - \$20.00/hr.  
Office Manager - \$25.00/hr.

Wage increases effective December 1 each year as follows:

2010 -- Lump Sum payment of \$2,200 for employees with over 8 years experience;  
          lump sum payment of \$1,800 for employees with less than 8 years experience  
2011 -- 2% across the board increase  
2012 -- 2% across the board increase (bargaining unit employees have already  
          received this increase)  
2013 -- 2% across the board increase  
2014 -- 2% across the board increase  
2015 -- 2.5% across the board increase  
2016 -- 2.5% across the board increase

The above wage increases will be paid as reflected, minus applicable withholdings and deductions.

APPENDIX D

KANE COUNTY  
 Changes in Health Plan Features

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