

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CHIEF JUDGE OF THE 16TH JUDICIAL CIRCUIT
AND
THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES (AFSCME),
COUNCIL 31, AFL-CIO ON BEHALF OF AND WITH LOCAL 3966
DECEMBER 1, 2010 - NOVEMBER 30, 2013

TABLE OF CONTENTS

	Page
ARTICLE 1 RECOGNITION.....	1
ARTICLE 2 PROBATIONARY EMPLOYEES.....	3
ARTICLE 3 SAVINGS CLAUSE.....	3
ARTICLE 4 UNION SECURITY.....	3
ARTICLE 5 INDEMNIFICATION.....	4
ARTICLE 6 NON-DISCRIMINATION.....	4
ARTICLE 7 NO STRIKE OR LOCKOUT.....	6
ARTICLE 8 SENIORITY.....	6
ARTICLE 9 LAYOFF AND RECALL.....	8
ARTICLE 10 GRIEVANCE PROCEDURE.....	10
ARTICLE 11 DISCIPLINE AND DISCHARGE.....	14
ARTICLE 12 PERSONNEL FILES.....	16
ARTICLE 13 EMPLOYEE DEVELOPMENT & TRAINING.....	17
ARTICLE 14 LABOR-MANAGEMENT COMMITTEE.....	18
ARTICLE 15 HOLIDAYS.....	19
ARTICLE 16 VACATIONS.....	20
ARTICLE 17 LEAVES OF ABSENCE.....	21
ARTICLE 18 SICK AND FUNERAL LEAVE POLICY.....	28
ARTICLE 19 MINCELLANEOUS PROVISIONS.....	30
ARTICLE 20 CODE OF PROFESSIONAL CONDUCT FOR SIXTEENTH CIRCUIT/COURT SERVICES EMPLOYEES.....	31
ARTICLE 21 UNION RIGHTS.....	34
ARTICLE 22 TEMPORARY ASSIGNMENT.....	36
ARTICLE 23 WAGES.....	36
ARTICLE 24 INSURANCE.....	37
ARTICLE 25 VACANCIES.....	39
ARTICLE 26 SAFETY AND HEALTH.....	40
ARTICLE 27 WORKERS' COMPENSATION.....	40
ARTICLE 28 SUBCONTRACTING.....	41
ARTICLE 29 JURY DUTY.....	42

ARTICLE 30 HOURS OF WORK.....	43
ARTICLE 31 MANAGEMENT RIGHTS.....	45
ARTICLE 32 COMPLETE AGREEMENT.....	46
ARTICLE 33 TERMINATION.....	47
APPENDIX A WAGES.....	48
APPENDIX B INSURANCE.....	49
APPENDIX C DRUG FREE WORKPLACE	50

PREAMBLE

This Agreement is entered into by the Chief Judge of the 16th Judicial Circuit, hereinafter referred to as the "Employer" and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO on behalf of and with Local 3966, hereinafter referred to as the "Union."

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

To the extent that provisions of the Collective Bargaining Agreement are in conflict with provisions of the Court Services policy manual and other policies of the Chief Judge, the provisions of the Collective Bargaining Agreement shall apply. No provision of this Agreement may be interpreted or enforced in such a manner as to interfere with the constitutional, statutory and inherent powers of the Judicial Branch.

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

ARTICLE 1 **RECOGNITION**

Section 1: Unit Description

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

- Unit A:** All full-time employees of the Chief Judge of the 16th Judicial Circuit in the Office of the Chief Judge in the classifications of Clerk IV, Info Processor II (schedulers), but excluding the Steno II position in the Office of the Chief Judge, the Clerk Steno IV position in the Office of the Chief Judge, the Jury Commissioners, supervisors, managerial, and confidential employees as defined by the Act, and all other employees of the Chief Judge of the 16th Judicial Circuit.
- Unit B:** All full-time employees of the Chief Judge of the 16th Judicial Circuit in the Department of Court Services in the classifications of Account Clerk, Support Staff, Administrative Aide and Receptionist, but excluding all employees in the classifications of Probation Officer, and Youth Counselor, supervisors, confidential and managerial employees as defined by the Act and all other employees of the Chief Judge of the 16th Judicial Circuit.

Unit C: All full-time employees of the Public Defenders' office in the classifications of Support Staff and Investigators, but excluding all employees in other classifications.

Such recognition is pursuant to S-RC-95-17.

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

Section 2: New Classifications

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

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

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

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

Section 3: Non-Bargaining Unit Personnel

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

Section 4: Abolition, Merger or Change of Job Classification

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

ARTICLE 2

PROBATIONARY EMPLOYEES

Employees shall be "probationary employees" for his/her first six (6) months of employment. However, for matters concerning the discipline, layoff, transfer or termination of employees only, those employees may utilize the grievance and arbitration procedures after four (4) months of employment and this shall not be a violation of this Agreement. A four (4) month probationary employee shall have no seniority except as otherwise provided in this Agreement, until he/she has completed his/her six (6) month probationary period. Upon completion of his/her six (6) month probationary period, he/she will acquire seniority from his/her date of hire.

ARTICLE 3

SAVINGS CLAUSE

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

ARTICLE 4

UNION SECURITY

Section 1: Deductions

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

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

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

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law and shall be remitted each payday to AFSCME Council 31 at 615 S. Second St., P.O. Box 2328, Springfield, IL 62705-2328, along with a list of bargaining unit employees' and union members' names, addresses, and social security numbers. The Union shall advise the Employer of the deduction rate and any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

Section 2: Fair Share Deductions

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

Section 3: Religious Exemption

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share, shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.

Section 4: Notice and Appeal

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

Section 5: Indemnification

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

ARTICLE 5

INDEMNIFICATION

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

ARTICLE 6

NON-DISCRIMINATION

Section 1: Prohibition Against Discrimination

Both the Employer and the Union agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, disability or political affiliation, provided however that all personnel of the Department must at all times support and defend the Constitution and laws of the United States, State of Illinois and law 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 7
NO STRIKE OR LOCKOUT

Section 1: No Strike Commitment

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

Section 2: Discipline for Violation

The Employer may discharge any employee who violates this Article.

Section 3. No Lockout

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

Section 4. Judicial Remedies

Nothing contained herein shall preclude the Employer or Union from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 8
SENIORITY

Section 1: Definition

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

- a) County-wide Seniority means an employee's uninterrupted employment with the County since his/her last date of hire;
- b) Classification Seniority means the length of uninterrupted employment an employee has in his/her current classification;
- c) Departmental Seniority means the length of uninterrupted employment an employee has in the office of the Chief Judge, the Public Defender or Court Services.

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

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

Section 2: Loss of Seniority

An employee's applicable seniority will be terminated and will no longer be an employee if:

- a) He/She resigns or quits;
- 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 five (5) business days (excluding Saturday and Sunday) after being notified by certified mail to return;
- e) He/She has been on layoff for more than two (2) years;
- f) He/She accepts "gainful employment" that is inconsistent with the purpose of the authorized leave while on an approved leave of absence from the Employer.

Section 3: Seniority List

The Employer and Union have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure.

Section 4 Seniority While On Leave

Employees will continue to accrue seniority credit for all time spent on authorized leave of absence up to three (3) months. Employees on military leave will continue to accrue seniority in accordance with Article 17, Section B regarding military leave of absence.

ARTICLE 9
LAYOFF AND RECALL

Section 1 Procedure for Layoff

- a) When employees are laid off from their classifications that are set forth in Article 1 Recognition, Section 1, in their departments (i.e., Chief Judge's Staff, Court Services Staff and Public Defender Staff) for the purpose of reducing the work force, the Employer agrees that primary consideration will be given to length of service with the County;
- b) No employee with regular status will be laid off while there are probationary employees, seasonal employees, temporary employees or interns who perform bargaining unit work in the department which regular status employees are qualified to perform;
- c) An employee subject to layoff, in lieu of layoff, shall be able to exercise his/her County seniority in the department to bump the employee with the least seniority in the department for whom the employee is qualified to perform the job responsibilities. An employee subject to bumping by this procedure shall be considered subject to layoff and shall have the right to exercise the same options.

Section 2: Procedure for Recall

Recall: The appointment of a person to his/her classification in his/her department who was a former regular status employee who was laid off through no fault of his/her own constitutes recall. Employees will be recalled from layoff in the reverse order in which they were laid off.

- a) Employees separated as a result of a formal layoff will, upon written request, be hired before new hires for positions they are qualified for within their former department or considered for other County positions;
- b) An employee offered a position while on layoff must accept the position within seven (7) calendar days after being notified by certified mail to return or he/she will be considered to have voluntarily terminated employment;
- c) A laid off employee is eligible for recall for a period of two (2) years from the date of layoff;
- d) If an employee returns to work within 30 days of a layoff, he or she will be reinstated with no break in service and with all previous seniority rights;
- e) For benefit purposes, an employee's length of service will be reduced by the length of time the employee was laid off;
- f) A person reemployed in a new position will be provided a six-month training and orientation period;
- g) Employees reinstated after a layoff lasting more than two (2) years will be treated as a new employee for all purposes.

Section 3: Notice

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

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

Section 4: Benefits

Section 4: Benefits: Benefits at layoff are those applicable to terminations. An employee who is laid off may elect COBRA coverage but at the appropriate employee rate for up to six (6) months as long as the employee portion of the monthly premium is paid by the 15th of each month. After six (6) months, the remaining term of the COBRA election must be paid at the COBRA rate.

ARTICLE 10
GRIEVANCE PROCEDURE

Section 1: Grievance

A 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 grievance representing group grievants present at any step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

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

Section 2: Grievance Steps

Step 1. Immediate Supervisor

The Employee and/or the Union shall orally raise the grievance with the employee's supervisor who is outside the bargaining unit. The employee shall inform the supervisor that this discussion constitutes the first step of the grievance procedure. All grievances must be presented not later than ten (10) business days from the date the grievant became aware of the occurrence giving rise to the complaint. The immediate supervisor shall render an oral response to the grievance within ten (10) business days after the grievance is presented. If the oral grievance is not resolved at Step 1, the immediate supervisor shall sign the written statement of grievance prepared for submission at Step 2 acknowledging discussion of the grievance. In those circumstances where securing the signature of the first level supervisor who is physically not available to sign would have adversely affected a timely submittal to the second level, the grievance will be submitted to the second level without such signature. A copy of the grievance shall subsequently be provided to the first level supervisor for such signature. The parties recognize that variations from the immediate supervisor, where mutually agreeable, may exist. A grievance may be filed directly to Step 2 if the employee reports to a Manager/First Assistant rather than an immediate supervisor. The Union is entitled to be present at any grievance meeting and any grievance settlement should not conflict with this Contract.

Step 2. Manager/First Assistant

In the event the grievance is not resolved in Step 1, it shall be presented in writing by the Union to the Manager/First Assistant or his/her designee within seven (7) business days from the receipt of the answer or the date such answer was due, whichever is earlier. Within seven (7) business days after the grievance is presented to Step 2, the parties shall meet or hold other discussions in an attempt to solve the grievance unless the parties mutually agree otherwise. The Manager/First Assistant shall render a written answer within seven (7) business days following the meeting to the grievance and provide a copy of such answer to the Union.

The written grievance shall contain a statement of the grievant's complaint, the section(s) of the Agreement allegedly violated, if applicable; the date of the alleged violation, if applicable, and the relief sought. The form shall be signed and dated by the grievant. Improper grievance form, date or section citation shall not be grounds for denial of the grievance.

Step 3. Executive Director/Public Defender

If the grievance is still unresolved, it shall be presented by the Union to the Executive Director/Public Defender, or designee, in writing within seven (7) business days after receipt of the Step 2 response or after the Step 2 response is due, whichever is earlier.

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

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

Step 4. Chief Judge

If the grievance remains unresolved, it shall be presented by the Union to the Chief Judge or his designee, in writing, within seven (7) business days after receipt of the Step 3 response or after the Step 3 response is due, whichever is earlier.

Within seven (7) business days after receipt of the written grievance the grievant(s), the Union and the Chief Judge or his designee shall meet in an attempt to resolve the grievance, unless the parties mutually agree otherwise. The Chief Judge or designee shall respond in writing within seven (7) business days following the meeting.

If no meeting is held, the Chief Judge or his designee shall respond in writing to the grievance within seven (7) business days of receipt of the grievance.

Step 5. Arbitration

If the grievance is still unsettled it may be presented to arbitration within thirty (30) business days after receipt of the Step 4 response or the date the response was due, whichever is earlier. Upon request of either party, the parties may meet within fifteen (15) business days after receipt of request for arbitration for the purpose of conducting a pre-arbitration conference, to attempt to resolve the grievance in writing prior to arbitration. If the grievance remains unresolved or a pre-arbitration conference is not 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 five (5) business days, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7)

arbitrators. The parties shall alternately strike the names of three (3) arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties.

Arbitration Procedures

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

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

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary 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 or subtract from the provisions of the Agreement.

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

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

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

Section 3: Time Limits

- a) Grievances may be withdrawn at any step of the Grievance Procedure. Such withdrawal shall not constitute a decision on the merits of the Grievance. Grievances not raised or appealed within the designated time limits will be barred;
- b) The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step;
- c) Failure to respond within the time limits by the designated person shall automatically advance the grievance to the next step.

Section 4: Processing Grievances

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 Manager or designee as well as the Manager of a unit to be visited and such permission shall not be denied unreasonably. Employees attending grievance meetings shall normally be those having direct involvement in the grievance.

Section 5: 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 6: Pertinent Witnesses and Information

Either Party may request the 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 if granted shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials. This paragraph is applicable to arbitration proceedings only.

ARTICLE 11

DISCIPLINE AND DISCHARGE

Section 1: Discipline and Discharge

The parties recognize the principles of progressive and corrective discipline for just cause.

Disciplinary action or measures which may be utilized include only the following:

- oral reprimand (shall be "oral-written")
- written reprimand
- suspension (notice to be given in writing)
- discharge (notice to be given in writing)

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public, whenever possible.

For oral-written and written reprimands, the Employer shall provide the Union with a copy of the reprimand upon the request of the employee. For all other disciplinary action, the Employer shall notify the Union by submitting a copy of the disciplinary action to the employee and Union Steward.

Discipline shall be imposed as soon as possible after the Employer is aware of the event or action-giving rise to the discipline and has a reasonable period of time to investigate the matter. In any event, the actual date upon which discipline commences may not exceed forty-five (45) days after the completion of the pre-disciplinary meeting.

Nothing in this Article shall prohibit the Employer from imposing discipline which is commensurate with the severity of the offense.

Section 2: Pre-Disciplinary Meeting

For discipline other than oral and written reprimands, prior to imposing the contemplated discipline on the employee, the Employer shall meet with the employee involved and inform the employee of the contemplated discipline and the reason thereof. The employee shall be informed of his/her contract rights to Union representation and shall be entitled to such, if so requested by the employee, except where the matter to be discussed falls within the scope of the attorney-client privilege or the confidentiality provisions of any applicable statute, and the employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline. The attorney-client privilege or confidentiality provisions as referred to in this Article are not affected by the attendance at any meeting by a Union representative who is also an employee of the Office of the Kane County Public Defender.

If the Employer determines that there is evidence or reasonable suspicion that an employee has committed a serious or egregious offense or one which could have a detrimental impact on the morale of the Office or to the integrity of its operations, the Employer, at his discretion, may place an employee on administrative leave with or without pay. The Employer will notify the Union in writing of placing any employee on administrative leave within two (2) business days from the date of commencement of

the administrative leave. If the employee desires to contest being placed on administrative leave, he or a Union representative shall give written notice thereof to the Employer within five (5) business days of the commencement of the leave. In such event, the dispute shall be submitted and processed under the grievance procedure as set forth in Article 10 of this Agreement commencing at Step 3.

Section 3: Investigatory Interviews

Where the Employer desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Employer agrees to first inform the employee that the employee has a right to Union representation at such interview except where the matter to be discussed falls within the scope of the attorney-client privilege. If the employee desires such Union representation, no interview shall take place without the presence of a Union representative except where the matter to be discussed falls within the scope of the attorney-client privilege. 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.

Section 4: Removal of Discipline

Disciplinary actions in excess of two (2) years with no further violations will not be considered as part of progressive discipline, provided however, that reference to such discipline shall remain in the file.

ARTICLE 12
PERSONNEL FILES

Section 1: Personnel Files

The Employer shall keep a central personnel file maintained by the departmental director in the appropriate department 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 action against an employee.

Section 2: Inspection

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

- a) Such an inspection shall occur within seven (7) business days following receipt of the request. The Employer or his/her designee 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, except as limited by the Local Records Act and the Freedom of Information Act, 50 ILCS 105/1-14 and 5 ILCS 140/1-11;
- d) Upon written authorization by the requesting employee, that employee may have a representative of the Union present during such inspection, except where the matters to be viewed fall within the scope of the attorney-client privilege. The attorney-client privilege is not affected by the presence of a Union representative who is also an employee of the Office of the Kane County Public Defender;
- e) Pre-employment information, such as reference reports or information provided the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying.

Section 3: Notification

Employees shall be given notice by the Employer when any materials are placed in their personnel file except those of a routine or 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 Employer. The employee may submit a written statement to correct the

file explaining the employee's position as to the need for the correction. Such statements shall be attached to the personnel record.

ARTICLE 13

EMPLOYEE DEVELOPMENT & TRAINING

Section 1: Orientation

The Employer and the Union 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: Courses and Seminars

The Employer will pay for the cost of an academic course, seminar or training which is required of an employee by the Employer. Employees may request permission to attend an academic course, seminar or training by completing and submitting the Employer's "Request for Training" form to their immediate supervisor. Approval or denial of the request will be based on need and relevancy of the training topic, cost, and the availability of the training from other sources.

ARTICLE 14

LABOR-MANAGEMENT COMMITTEE

Section 1: Labor Management Committee Meetings

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and administrative representatives of the Employer. Such meetings may be requested at least seven (7) business days in advance by either party by placing in writing a request to the other for a labor-management committee meeting and expressly providing the agenda for such meeting. If there is no agenda prepared and submitted by the requesting party, there shall be no meeting. Either party may add to the agenda no later than three (3) days prior to the scheduled meeting date, unless otherwise mutually agreed. In no event shall an employee be entitled to overtime compensation for participation in a Labor-Management Committee meeting. The Union shall designate up to two (2) employees and the Employer shall designate up to three (3) individuals to attend the meeting. A Union Staff Representative may also attend the meeting. The substance of these meetings shall include the subjects listed on the agenda, and those otherwise mutually agreed upon, which may include discussion of:

- a) The implementation and general administration of this Agreement and policies and procedures of the Office;
- b) A sharing of general information of interest to the parties;
- c) Notifying the Union of changes in non-bargaining conditions of employment which may affect employees;
- d) Safety, health and security issues relating to employees;
- e) Any work related problems of mutual concern and for the advancement of better relations and efficient operations.

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

To effectuate the purposes and intent of the parties, both parties agree to meet quarterly unless mutually agreed otherwise. Meetings shall be held at the Employer's office and shall be limited to no more than two (2) hours.

Section 2: Integrity of Grievance Procedure

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure and shall not be used to address personal issues which are pertinent only to one member of the collective bargaining unit.

Section 3: Union Representative Attendance

When absence from work is required to attend labor-management Committee meetings, employees shall, before leaving their work station, give reasonable notice to and receive approval from their supervisor. The employee will remain in pay status during this period. Such approval shall not be unreasonably withheld and shall be withheld only when the Employer determines that office productivity will be adversely affected in which case an alternate employee may be chosen to participate.

ARTICLE 15

HOLIDAYS

Section 1:

All employees shall receive holidays approved annually by the Chief Judge for court-related offices of Kane County; the current holiday schedule is attached as Appendix B.

Section 2:

Regular full-time employees shall receive a full day's pay for the scheduled holiday.

Section 3:

Regular part-time employees shall receive holiday 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:

To qualify for holiday pay, an employee must be in paid status the day preceding and following the holiday.

Section 5:

Normally, employees shall not be scheduled or called in to work on holidays. In the event they are called in to work on a holiday, employees shall be paid at their regular rate of pay and receive an accumulated paid holiday off to be taken at a later date in accordance with classification seniority.

ARTICLE 16
VACATIONS

Section 1: Accrual

Vacation time is calculated from the first of the month in which the last date of hire occurred. All employees shall earn paid vacation time in accordance with the schedule below. Part-time employees shall receive vacation time proportional to the average number of hours worked. Employees shall accumulate vacation based on County-wide seniority. After six (6) months of employment with the Employer, employees may borrow five (5) days of vacation time from their second year.

- a) At completion of 1 year - 10 days
- b) At completion of 5 years - 15 days
- c) At completion of 12 years - 20 days

Section 2: Vacation Carryover from Year to Year:

All vacation earned during a year must be taken during the following year or it will be forfeited unless the carryover is specifically approved by the Employer. The allowance for carryover will be subject to the operational needs of the office, and must be taken within sixty (60) days. Except as provided above, no vacation credit will be allowed to accrue from year to year.

Section 3: Holidays:

When a holiday falls during a scheduled vacation period, an additional day of vacation will be allowed.

Section 4: Vacation Payment:

No salary payment shall be made in lieu of vacation not taken.

Employees who will be on vacation on payday may have their paychecks deposited by mail in their checking or savings account. A written request for this service should be made to the Kane County Auditor, including a deposit slip, at least two (2) workdays before the payday.

Section 5: Vacation Pay Upon Termination:

Employees with less than one (1) year of service are not entitled to any vacation pay upon termination. Employees with one year or more of continuous County service shall receive pay for unused vacation (vacation earned in the previous year) and for accrued vacation (vacation earned for each completed month employed from the last anniversary date during the year in which termination occurs).

Section 6: Vacation Schedules:

Vacations will be scheduled with prime consideration given to seniority in classification and to the efficient operation of each department. While employees' requests will be honored whenever possible, final approval must be given by the Manager or First Assistant to provide continuity of operations.

ARTICLE 17
LEAVES OF ABSENCE

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

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

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

TYPES OF LEAVES OF ABSENCE

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

- (1) Birth Leave - for birth of a child of an employee and to provide care for the child following birth.
- (2) Placement Leave - for placement of a child with an employee for adoption or foster care.
- (3) Personal Illness - for a serious health condition when an employee is unable to perform their job.
- (4) Family Illness - for an employee to care for their son, daughter, spouse or parent who has a serious health condition.
- (5) Because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is a covered military member on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.
- (6) To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the service member.

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

EXPIRATION OF ENTITLEMENT

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

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

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

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

Foreseeable Leave

- For the birth or placement of a child - When the necessity for leave is foreseeable based on an expected birth or placement, the employee shall provide the department head with not less than 30 days notice, before the date the leave is to begin, of the employee's intention to take leave, except that if the date of the birth or placement requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.
 - (a) 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:
 - (b) 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

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

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

In any case in which the department head has reason to doubt the validity of the certification provided, the department head may require, at the County's expense, that the employee obtain the opinion of a second health care provider designated or approved by the County; however the selected health care provider may not be employed on a regular basis by the County. Pending receipt of the second medical opinion, the employee is provisionally entitled to the benefits of leave. If the certifications do not ultimately establish the employee's entitlement to FMLA leave, the leave shall not be designated as FMLA leave and may be treated as paid or unpaid leave under the County's established leave policies.

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

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

As a condition of restoring an employee whose leave was occasioned by the employee's own serious health condition that made the employee unable to perform the

employee's job, the County may require the employee to obtain and present certification from the employee's health care provider that the employee is able to resume work. An employee has the same obligation to participate and cooperate in the fitness for duty certification process as in the initial certification process.

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

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

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

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

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

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

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

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

- (D) **Personal Leave** - May be granted or denied at the discretion of the department head based on the facts of each individual case. The reason for this type of leave must be of a nature involving a serious family problem or some similar circumstance. The guidelines listed under the "Rules, Regulations and Procedures" section of this policy must be adhered to in all cases.
- (E) **Educational Leave** - May be granted at the discretion of the department head without pay to eligible employees who wish to continue their education provided the course of study is beneficial to the department.
- (F) **Workers' Compensation Leave** - All employees experiencing an occupational disability due to an accident or illness arising out of and in the course of their employment may be placed on a workers' compensation leave. Participating employees should apply for IMRF disability benefits if eligible (see Workers' Compensation).
- (G) **Administrative Leave** – A standing committee of the Kane County Board or Kane County Chairperson may place an employee on administrative leave of absence pending a determination of the employee's employment status for a maximum of thirty (30) days. A leave of absence under this subsection shall be with pay and shall not be considered a discharge or suspension. A leave of absence under this subsection shall not affect the employee's fringe benefits.
- (H) **Victim's Economic Security and Safety Act (VESSA) Leave** – An employee who is a victim of domestic or sexual violence or who has a family or household member who is a victim of domestic or sexual violence may take up to a total of 12 work weeks of leave from work during any 12-month period to address the domestic or sexual violence, as detailed in VESSA. This may include seeking medical attention or counseling for injuries or psychological trauma, obtaining victim services, relocating, seeking legal assistance or participating in a related court proceeding. Neither this section nor VESSA creates additional rights for an employee to take leave that exceeds the unpaid leave time under, or is in

addition to unpaid leave time permitted by, the federal Family and Medical Leave Act of 1993.

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

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

RULES, REGULATIONS AND PROCEDURES

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

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

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

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

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

PROCEDURE

- (1) A "Request for Leave of Absence" form should be completed by the employee defining the reason for the leave, its duration, and the amount of vacation, sick pay, and if applicable, compensatory time to be used during the leave (if any).
- (2) This request should be submitted to the supervisor or department head, who after recommending approval or disapproval distributes the form according to the routing indicated.

ARTICLE 18

SICK AND FUNERAL LEAVE POLICY

Section 1:

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

Section 2: Short-Term Sick Leave/Personal Day Accumulation

"Sick leave year" is defined as the twelve (12) month period beginning December 1 of each year. Eligible employees who have completed twelve (12) months of continuous service as of December 1, of the applicable sick leave year, will be credited with five (5) days. Employees must complete six (6) months of continuous County employment before they are eligible to earn sick leave. Employees who have completed less than twelve (12) months of continuous service as of December 1 of the applicable sick leave year, will be credited with short-term sick leave at the rate of one and one-quarter (1 1/4) days for each remaining calendar quarter within that year once they have completed six (6) months of County employment.

Section 3: Short-Term Sick Leave/Personal Day Utilization

An employee's short-term sick leave credit can be used for personal and family injury or illness, maternity, doctor and dentist appointments or personal days. Vacation pay cannot be substituted for short-term sick pay without the approval of your supervisor.

Section 4: Unused Short-Term Sick Leave/Carry Over and Payment at Termination

Short-term sick leave will not accumulate from year to year. At the end of the sick leave year, all unused short-term sick leave for nonexempt employees will roll over into extended sick leave. In lieu thereof however, an employee may elect each year to be compensated for any earned but unused portion of short-term Sick Leave/Personal Day time at the rate of one hundred percent (100%) their current wage rate. Upon termination, nonexempt employees will be expected to pay back any and all short-term sick days used that were not previously earned, at a rate of one and one-quarter (1 1/4) days for every calendar quarter not worked. If a nonexempt employee terminates and has unused short-term sick leave, the employee will be paid at a rate of one day for every quarter worked in the benefit year.

Section 5: Extended Sick Leave Accumulation

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

Section 6: Extended Sick Leave Utilization

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

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

Section 7: Payment for Unused Extended Sick Leave

No payment for unused extended sick leave is made at termination. Retiring employees under IMRF qualify for up to one year of additional pension service for unused extended sick leave at the rate of one month for every twenty (20) days or fraction thereof. To qualify for this pension credit, the effective date of 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 thirty-five (35) years for a nondiscounted pension under age sixty (60).

Section 8: Funeral Pay

In the event of a death in an employee's immediate family, the employee will be allowed three (3) days leave with pay for time actually lost. Immediate family members are defined as including the employee's children (including step and adopted), father, mother, current spouse or domestic partner as defined under the Illinois "Civil Unions" Act, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, current step-parent, grandparents and grandchildren.

These days will not be deducted from benefit time. Employees must notify their immediate supervisor of the death, relationship to the deceased and expected time of absence. Any additional time off beyond the three (3) days may be deducted from the employee's unused short term/personal sick leave, or unused vacation time.

Section 9: Employee 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 appropriate department head or elected official that they wish to take the leave. A written certification from the blood bank or hospital is required to verify the date of the blood donation.

Section 10: Reopener

In the event the County Board changes the time off package in the area of vacations, holidays, sick leave and funeral leave, the Union, if it so desires, may reopen the contract for the purpose of obtaining the time off package given to other County employees.

ARTICLE 19
MISCELLANEOUS PROVISIONS

Section 1: Use of Feminine Pronoun

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

Section 2: Definition

Whenever the term Employer is used in this Agreement, it shall mean the Chief Judge of the 16th Judicial Circuit or his/her authorized officer or agent.

Section 3: Notification of Leave Balance

Employees, upon request, will be advised how to obtain a statement of leave balances (sick leave, vacation, personal days, accumulated and compensatory time).

Section 4: Evaluations

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

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

The Employer agrees not to change its current evaluation system during the term of this Agreement without the mutual agreement of the Union.

Section 5: Copies of the Agreement

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

Section 6: Meeting Place

All meetings or hearings or other proceedings to which the parties have control over the meeting place shall be held in the Employer's Office in Kane County, Illinois, during normal hours and shall not interfere with operations. This provision shall not apply to Union meetings, which shall not be held in the Employer's office.

Section 7: Job Descriptions

Within ninety (90) days of the execution of this Agreement employees shall have a copy of his/her current job description which shall include principle duties and responsibilities.

ARTICLE 20
CODE OF PROFESSIONAL CONDUCT
FOR SIXTEENTH CIRCUIT/COURT SERVICES EMPLOYEES

An independent and honorable judiciary is indispensable to justice in our society. Probation/court services employees should observe high standards of conduct so that the integrity and independence of the judiciary may be preserved and the profession may reflect a devotion to serving the public. In recognition of the essential role that probation/court services employees play in the administration of justice in the State of Illinois, this code is adopted to promote the integrity, efficiency and professionalism of probation services.

Section 1: Probation/Court Services Employees Shall:

- a) Respect the authority and follow the directives of the court, recognizing at all times that they are an extension of the court;
- b) Respect the civil and legal rights of all persons;
- c) Serve each case with appropriate concern for the probationer's welfare, the public's interest, and with no purpose of personal gain;
- d) Conduct relationships with colleagues in such a manner so as to promote mutual respect and improvement of the quality of services provided;
- e) Respect the importance of all elements of the criminal justice system and cultivate a professional cooperation with each segment;
- f) Observe and uphold all federal and state laws;
- g) Respect and protect the right of the public to be safeguarded from criminal/delinquent activity;
- h) Be diligent in their responsibility to accurately record and make available for review any and all case information which could contribute to sound decisions affecting a probationer or the public safety;
- i) Maintain the integrity of private information; the probation officer will use reasonable efforts to seek only that personal data needed to perform their responsibilities, and shall not reveal case information to anyone not having proper professional use for such information;
- j) Clearly distinguish between those public statements that are personal views and those that are statements and positions on behalf of a department. Only those employees authorized to do so shall make public statements on behalf of the department;
- k) Report without reservation any corrupt or unethical behavior on the part of other probation/court services employees, probationers or other individuals, which could affect either a probationer or the integrity of the department;
- l) Immediately report to their supervisor any attempt to induce them to violate any of the standards set forth in this Code of Professional Conduct.

Section 2: Probation/Court Services Employees Shall Not:

- a) Use their official position to secure privileges or advantages;
- b) Permit personal interest to impair the objectivity which is to be maintained in their official capacity;
- c) Develop a relationship with probationers other than that necessary to conduct business. Probation/court services employees shall not knowingly become socially, romantically or sexually involved with probationers. Any such involvement shall be immediately reported to the employee's supervisor;
- d) Discriminate against any employee, prospective employee or probationer on the basis of race, sex, creed, or national origin;
- e) Accept any gift or favor of a nature which implies an obligation that is inconsistent with the free and objective exercise of professional responsibilities;
- f) Solicit or accept any gift, favor, or compensation for anything to do with or related to the performance of official duties, or for anything that might compromise the integrity of the court (see, 730 ILCS 110/14);
- g) Falsify or improperly alter or destroy any records or documents relating to the operation of the probation department;
- h) Conduct financial or business dealings with probationers, including but not limited to such matters as serving as a fiduciary, accepting or making loans, or cosigning promissory notes;
- i) Engage in any financial or business dealings which may create an actual conflict of interest with their official duties, or which may create the appearance of a conflict of interest with their official duties.

Section 3: Political Department

Judicial Branch employees serving the Circuit Courts shall not:

- a) Hold any public office whether or not any compensation is received. Therefore, you would run for office, and if elected would have to resign.
- b) Engage in any political activity during the performance of job duties or under auspices of office (like at panels or seminars).
- c) Solicit funds from any client known by the employee.

Section 4: Additional Provisions

- a) The matters set forth above are not intended to be and do not constitute an exhaustive list of rules and regulations governing the conduct of probation/court services employees. Such employees are responsible for complying with all other applicable statutes, rules, regulations, and other provisions governing probation/court services employees in the discharge of their official duties;
- b) The adoption of the Code of conduct vests no rights in probation/court services employees and creates no limitation on previously existing rights of the Supreme Court of Illinois, Chief Circuit Court judges and supervisory personnel with respect to the hiring, setting of terms and conditions of employment, discipline and discharge of probation/court services employees.

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 as specifically established in the Agreement or where attendance is required by the Employer. Prior to participating in Union activity authorized by this Agreement, the employee shall submit to his/her supervisor a "Request for Time Off" form.

Section 2: Access to Premises by Union Representatives

The Employer agrees that local representatives and officers and AFSCME staff representatives shall have reasonable access to the premises of the Employer, and will give one (1) hour's advance notice prior to 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 up to four (4) day off per year cumulative between all participants between all three Departments represented under this contract for any AFSCME union member without pay for legitimate Union business such as Union meetings, State or area-wide Union committee meetings, trainings, State or International Conventions, provided such representative shall give reasonable notice to his/her supervisor of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the Employer.

Such time off shall not be detrimental in any way to the employee's record. Additional time off without pay may be granted in the Employer's discretion.

Section 4: Union Bulletin Boards

The Employer shall provide bulletin boards at the work location.

Section 5: Information Provided to Union

The Employer will advise the Union of the following: new hires, promotions, layoffs, reemployment, 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, 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. Such orientation by a Union representative will normally occur at the orientation of new employees conducted by the Employer.

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 non-political Union literature to other non-working employees in non-work areas. In addition, a Union representative will be allowed to place official Union literature in the central office mail system for distribution to all Court Services sites. The Union representative must provide twenty-four (24) hours notice of such distribution.

Section 8: Union Space on Premises

The Employer will attempt to provide the Union space for a computer outlet, desk and filing cabinet on the premises.

ARTICLE 22

TEMPORARY ASSIGNMENT

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 from the start to the end of the entire pay period or its equivalent shall be paid the greater of the following:

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

The Employer shall make every effort to adequately train the employee for the temporarily assigned position.

ARTICLE 23

WAGES

Section 1: Wage Schedule

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

Section 2: Pay Period

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

ARTICLE 24
INSURANCE

Section 1: Medical, Vision and Dental Coverage

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

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

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

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

- d) The parties further recognize that while each plan offered by the County may provide for different percentage levels of contributions, the overall contribution rate shall be as set forth in paragraph (b) above. However, the Employer agrees that each plan year the parties will negotiate possible changes in the contribution percentages for each plan. Provided however,

the parties recognize the overall contribution rate set forth in paragraph (b) above must be maintained. The parties further understand that any changes in percentages of contributions in these plans must be consistent with sound insurance practices as it relates to the cost relationship of the plans to each other. In the event no agreement is reached, increases in employee contributions shall be equally apportioned across all plans.

Section 2: Future Plans

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

In addition, in the event the County agrees to a 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.

b. Health Care Continuation Coverage for Retirees, Medicare Eligible Retirees, and Disabled Employees

a) Retirees

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

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

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

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

b) Medicare Eligible Retirees, Disabled Employees and Surviving Spouses

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

ARTICLE 25
VACANCIES

Section 1: Determination of Vacancies

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

Section 2: Posting

Whenever a job vacancy occurs in accordance with Section 1, other than a temporary vacancy as defined below, in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be posted on all bulletin boards for seven (7) calendar days. Notices shall state the job title which is vacant, a brief description of the duties, the hours, and the rate of pay. Temporary vacancies are defined as job vacancies that may periodically develop in any job classification, such as an extended illness or leave of absence that does not exceed 180 consecutive days. Job openings that remain open more than 180 consecutive days at a time shall not be considered temporary job openings.

During this period, qualified employees are encouraged to apply for the vacant job, including employees on layoff, so that promotions from within may take place. The Employer shall first consider all employees who apply for the vacancy before hiring outside applicants.

Section 3: Selection/Interviews

The Employer shall be solely responsible for selecting persons to fill vacancies. In making the selection, the Employer shall consider factors, which shall experience, skill, ability, qualifications, and seniority. Furthermore, the Employer agrees that the aforementioned criteria shall be related to performing the work of the position which is being filled.

Employees who apply for vacancies will normally be interviewed. If no interview is granted, the employee will be informed of the reasons why in writing.

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.

Section 2: Limitation

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

ARTICLE 27
WORKERS' COMPENSATION

Section 1:

The Workers' Compensation law provides protection for employees experiencing occupational disabilities through accidents or illness arising out of and in the course of employment.

- a) When an employee suffers an on-the-job injury, even though no medical attention is required, a "Report of Injury" form must be completed by the Department Head and sent to the Personnel Department as soon as possible. If medical attention was required as a result of the injury or illness, a claim will then be filed with the insurance administrator.
- b) All expenses involved with the treatment of the illness or injury are covered by our Worker's Compensation program along with a partial payment of 66 1/2% of the employee's wages for lost time at work after the first 30 calendar days. Along with this partial payment of wages from Workers' Compensation, employees with more than 1 year of service with the County will also receive a minimal amount of disability through IMRF.

Section 2:

Employees will receive full pay for the first 30 calendar days of lost time due to an accident or illness occurring on the job.

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 at least 30 days prior 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

JURY DUTY

Court leave shall be granted to employees who are called to jury duty or are required to be absent from work because of subpoena from any legislative, judicial, or administrative tribunal. Time away from work 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. By volunteering to appear as a witness, an employee may create the impression that the County favors one litigant to the detriment of the other. Therefore, to avoid any suspicion of favoritism, County employees are instructed not to appear as a witness unless properly "subpoenaed."

ARTICLE 30
HOURS OF WORK

Section 1: Hours/Overtime

- a) Workweek - The workweek is a one-hundred sixty-eight (168) hour period beginning at 0001 hours on Sunday and ending at 2359 hours the following Saturday. The standard workweek for Court Service bargaining unit employees shall normally be thirty-seven and one-half (37-1/2) hours beginning on Monday and ending on Friday. The standard workweek for Schedulers and bargaining unit employees in the Public Defenders Office shall normally be thirty-five (35) hours beginning on Monday and ending on Friday. Where applicable, time worked shall be defined according to the Fair Labor Standards Act.
- b) Overtime - Overtime for employees otherwise not exempt, is defined as all pre-authorized work in excess of forty (40) hours per workweek. Overtime work shall be rounded to the nearest quarter (1/4) hour. Overtime shall be paid at the rate of time and one-half an employee's base rate of pay or at the Employer's option, time and one-half compensatory time off for each hour of overtime worked.
- c) No Pyramiding - Compensation shall not be paid more than once for the same hours under any provision of this Agreement.
- d) Court Services Offices will maintain at least one late night per week in each office that will be open from 8:30 a.m. through 7:00 p.m. A support staff must either volunteer or be assigned on a rotating basis to work the extended hours.

Section 2: General Provisions for All Employees

- a) "The Workday" The normal workday shall consist of seven (7) or seven and one-half (7-1/2) consecutive hours, depending on the department where the employee works.
- b) "Meal and Rest Periods" Work schedules shall provide for the workday to be broken at approximately mid-point by a meal period of up to one (1) hour. Employees shall have the right to leave the work site during such periods.

Section 3: Scheduling Practices

Where a permanent change in the normal work schedule affecting bargaining unit employees is sought by the Employer, except in an emergency, the Employer shall notify the Union concerning such changes within forty five (45) calendar days prior to the effective date of the changes and shall provide an opportunity to discuss said changes with the Union. In addition, the Employer shall notify the affected employees twenty-eight (28) calendar days prior to the change.

Section 4: Alternative Schedules

Alternative schedules and flex-time may be utilized if agreed to by the Employer and the employee(s) involved.

Section 5: Call-in Pay

An employee called in to work outside of his/her regularly scheduled shift or on his/her scheduled days off shall be paid a minimum of two hours pay.

Section 6: Compensatory Time

It is understood that work in excess of regular hours, except as provided below, shall be compensated through the use of "comp time" at the straight-time rate, with the approval of the Employer.

Overtime compensation shall apply to all work performed in excess of forty (40) hours in any workweek. If compensatory time off is used, it shall be by mutual agreement, but the taking of time off shall not be denied to an employee except in such cases where the Employer determines there is a legitimate operational need for such denial. In the event of emergencies, all reasonable efforts will be made to accommodate the employee's request to utilize accumulated compensatory time off.

Earned compensatory time may not be accumulated in excess of thirty-seven and one-half hours (37 ½). Employees shall attempt to use their compensatory time as soon as possible after they have earned it. If, however, an employee's request to use said compensatory time is denied by the Employer, he/she may continue to carry such time for up to one (1) year. Subject to the approval of the Employer, the employee may carry over into the next calendar year up to thirty-seven and one-half (37 ½) compensatory hours. Said compensatory hours shall include both overtime and straight-time compensatory hours.

ARTICLE 31
MANAGEMENT RIGHTS

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

- a) To plan, direct, control and determine all operations and services of the Employer's Office;
- b) To supervise and direct employees;
- c) To establish the qualifications for employment and to decide which applicants will be employed;
- d) To establish and amend reasonable work rules, policies, regulations and work schedules and to assign work as the Employer deems necessary. Such work rules and schedules shall be posted in a place and manner as mutually agreeable to the Employer and the Union;
- e) To hire, promote, demote, transfer, schedule and assign employees to positions and to create, combine, modify and eliminate positions within the Employer's Office;
- f) To suspend, discharge and take such other disciplinary action against employees for just cause (probationary employees without cause);
- g) To establish reasonable work and productivity standards and, from time to time, amend such standards;
- h) To lay off employees;
- i) To maintain efficiency of the Employer's Office and judicial operations and services;
- j) To determine methods, means, organization and number of personnel by which such operations and services shall be provided and to set the overall budget;
- k) To take whatever action is necessary to comply with all applicable state and federal laws;
- l) To create, change or eliminate methods, equipment and facilities for the improvement of operations;
- m) To determine the kinds and amounts of services to be performed as it pertains to operations and the number and kind of Classifications to perform such services;
- n) To contract out for goods and/or services;
- o) To take whatever action is necessary to carry out the functions of the Employer's Office and the function of the judiciary in emergency situations.

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

ARTICLE 32 **COMPLETE AGREEMENT**

Section 1:

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;
- b) Subjects or matters that arose as a result of the parties' proposals during bargaining but which were not agreed to.

Section 2:

The Employer agrees that if during the term of this Agreement, the County of Kane provides for increased fringe benefits greater than those provided herein (fringe benefits are defined as health, dental, vision, life insurance and tuition reimbursement) the Employer shall notify the Union and upon request negotiate with the Union concerning the application of the fringe benefit to the bargaining units.

ARTICLE 33
TERMINATION

This Agreement shall be effective December 1, 2010, and shall continue in full force and effect until midnight November 30, 2013, and thereafter from year to year, unless not more than ninety (90) days, but not less than sixty (60) days prior to November 30, 2013, or any subsequent November 30 either party gives written notice to the other of its intention to amend or terminate this Agreement.


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

IN WITNESS THEREOF, the parties hereto have set their hands this 30TH day of JANUARY, 2012.

FOR THE EMPLOYER:

FOR THE UNION:





APPENDIX A

Effective December 1, 2010, employees shall receive a 2.5 % across the board wage increase.

Effective December 1, 2011, employees shall receive a 2.5 % across the board wage increase.

Effective December 1, 2012, employees shall receive a 2.99 % across the board wage increase.

All existing minimum and maximum pay rates shall be increased by the across-the-board wage increase each year of the collective bargaining agreement.

Insurance Parity

During the term of this Agreement, if other Union or non-Union employees covered by the Employer's group insurance plans are provided, voluntarily or through negotiations, with any additional benefits, or any enhanced benefits, or charged a lesser amount of the monthly contributions for the group insurance plan, then such additional benefits, enhanced benefits, or lesser monthly contributions shall likewise be provided to the bargaining unit members under this Agreement.

Appendix B

Insurance

Appendix B Kane County

Plan Options			2011 Current	Proposed 2012	Proposed 2013
PPO	Deductible:	In Network (EE/EE+1/Fam)	\$300/\$600/\$900	\$500/\$1,000/\$1,500	\$600/\$1,200/\$1,800
		Out of Network (EE/EE+1/Fam)	\$600/\$1,200/\$1,800	\$900/\$1,800/\$2,700	\$1,200/\$2,400/\$3,600
	Out of Pocket:	In Network (EE/EE+1/Fam)	\$750/\$1,500/\$2,250	\$1,000/\$2,000/\$3,000	\$1,500/\$3,000/\$4,500
		Out of Network (EE/EE+1/Fam)	\$2,250/\$4,500/\$6,750	\$2,000/\$4,000/\$6,000	\$3,000/\$6,000/\$9,000
	Co Pays:	Physician Office Visits:			
		Primary Care	\$20	\$20	\$25
		Specialist	\$20	\$40	\$45
		Emergency Services	\$100	\$250	\$250
		Rx:			
		Generic	\$15	\$10	\$10
Formulary Brand	\$25	\$40	\$40		
Non-Formulary Brand	\$40	\$60	\$60		
HMO	Co Pays:	Physician Office Visits:			
		Primary Care	\$20	\$25	\$25
		Specialist	\$30	\$35	\$45
		Emergency Services	\$100	\$250	\$250
		Inpatient Co-pay	\$250	\$250	\$250
		Rx:			
		Generic	\$10	\$10	\$10
		Formulary Brand	\$15	\$20	\$25
Non-Formulary Brand	\$30	\$35	\$40		

Appendix C

16th Judicial Circuit Court Services Drug-Free Workplace Policy

Purpose and Goal

The 16th Judicial Circuit Court Services (the Employer) is committed to protecting the safety, health and well-being of all employees and other individuals in the workplace. Court Services recognizes that alcohol abuse and illegal drug use pose a significant threat to Court Service's goals. Court Services has established a drug-free workplace program that balances respect for individuals with the need to maintain an alcohol and drug-free environment.

Court Services encourages employees to voluntarily seek help with drug and alcohol abuse.

Covered Workers (Employees)

Any individual who conducts business for Court Services, is applying for a position, or is conducting business on Employer property is covered by the drug-free workplace policy. The policy includes, but is not limited to managers, supervisors, full-time employees, part-time employees, contractors, interns, volunteers and applicants.

Applicability

The drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for Court Services.

Prohibited Behavior

It is a violation of the drug-free workplace policy to use, possess, sell, trade, distribute, manufacture, dispense, and/or offer for sale alcohol, illegal drugs or intoxicants during the course of the workday. Unlawful use of drugs as well as being under the influence of alcohol or the consumption of alcohol while on duty shall be cause for discipline up to and including discharge.

It is a violation of the drug-free workplace policy to consume or possess unsealed alcohol 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 while being used in service to the Employer.

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting with the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees or the public or interfere with the employee's performance of his or her job duties, it is the employee's responsibility to use

appropriate personnel procedures (e.g. call in sick, use leave, request change of duty, notify supervisor) to avoid unsafe workplace practices. Upon reporting to work or taking medication, an employee must immediately report to management the use of medication likely to impair the employee's ability to do his or her job duties.

The illegal or unauthorized use, possession, sale, distribution, manufacturing, or dispensing of prescription drugs is prohibited. It is a violation of the drug-free workplace policy to intentionally misuse and/or abuse prescription medications.

If an employee is convicted of a criminal drug statute violation, the employee shall notify his or her immediate supervisor of the conviction in writing, with a copy of the disposition attached, no later than two (2) working days after the conviction, unless the conviction has been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act.

Searches

Entering the Employer's property constitutes consent to searches and inspections. As it is expected that all property used to conduct business is county property, it is expected that searches can be made of any county office, common space, work spaces, computers, equipment or desk areas at any time. However in cases where there staff use lockers with personal locks attached, use their personal cars to conduct home visits or have personal items such as purses or brief cases, then those items can only be searched with a member of law enforcement present. If a member of law enforcement needs to be present, the employee will be informed of the search so that they may be present also when the search is conducted. If the employee fails to attend the search (such as that of an abandoned locker) this will not preclude the search from occurring. No searches are to be conducted without the approval of the Executive Director or Court Administrator.

Drug Testing

To ensure the accuracy and fairness of the drug testing program, all testing will be conducted according to the Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines where applicable and will include a screening test, a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody. The employee will be placed on paid administrative leave pending the test results.

All drug-testing information will be maintained in separate confidential records.

Each potential employee (applicant) may be required to participate in pre-employment testing as a condition of employment following a job offer. The applicant may begin work before the test results are returned, but the new hire will be subject to immediate termination of employment if there is a positive test result.

Employees must submit to reasonable suspicion testing (also referred to as "probable-cause" testing) upon selection or request of management. Reasonable suspicion testing may be based upon, among other things:

1. Observable phenomena, such as direct observation of alcohol or drug use or possession and/or physical symptoms of being under the influence of alcohol or drug;
2. A pattern of abnormal conduct or erratic behavior;
3. Arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking;
4. Information provided by reliable and credible sources (identified by type, e.g. "law enforcement agency", etc.), or independently corroborated;

Authorization for such a test must come from the Executive Director, Court Administrator or other designee as appointed by the Chief Judge. At the time an employee is directed to submit to reasonable suspicion testing, the Employer will provide the employee with oral notice briefly outlining the reasonable suspicion leading to the request. At least two supervisory personnel must state their reasonable suspicions concerning an affected employee prior to any direction to submit the employee to testing. The supervisory personnel must document observable signs and symptoms that lead to the suspicion of alcohol or drug use or drug free workplace policy violation. Once directed to do so, the employee will be transported by two supervisors, when available, or other management personnel to the required location during their regular shift but no later than two (2) hours from the time notice is received. The employee must show photo identification to the testing agency upon arrival to verify their identity prior to testing. Within 72 hours of the time an employee is ordered to submit to testing, 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.

The substances that will be tested for are: Amphetamines, Cannabinoids (THC), Cocaine, Opiates, Phencyclidine (PCP) and Alcohol.

Testing for alcohol will be performed on site through the use of a Breathalyzer. The testing will be performed by a supervisor and witnessed by a union representative, if requested and available, and if not requested or available, by a second supervisor or other management personnel. Anyone testing above .04 will be considered "under the influence" and not fit for duty. The employee is to be requested to accept the result in writing or must report to the Sheriff's office to be breathalyzer. (Note: The foregoing standard shall not preclude the Employer from attempt to show that test results between .02 and .04 demonstrate that the employee was under the influence, but the Employer shall bear the burden of proof in such cases)

Testing for the presence of the metabolites of drugs will be conducted off site by the analysis of urine.

In cases where an applicant or employee receives a negative-dilute test result, the individual will be required to re-take the test. If there is a second negative-dilute test result, it will be accepted as a negative test result.

In cases where an employee is notified of a positive drug test, the employee will be removed from duty for up to 72 hours. The employee may request that the second sample of the split sample be tested, at the employee's own expense. If the results of the second sample come back as negative, the employer will reimburse the employee for the cost of the test. Such test shall be considered negative and it would be the final test.

Consequences

One of the goals of the drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

An applicant testing positive for illegal drugs during the employment process will have the offer of employment withdrawn and will not be considered for employment in the future.

If an employee violates the policy, he or she may be subject to disciplinary action up to and including immediate termination from employment. If an employee who has tested positive is not immediately terminated, the employer, in its sole discretion, reserves the right to offer the employee participation in approved alcohol rehabilitation or drug abuse assistance program, at the employee's cost over and above any insurance coverage, as an alternative to, or in conjunction with disciplinary action. If such a program is offered and accepted by the employee, then the employee must satisfactorily complete the program as a condition of continued employment and may be subject to periodic random testing over a set period of time, up to 12 months, following his or her return to work.

An employee will be subject to the same consequences of a positive test if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

Assistance

Court Services recognizes that alcohol and drug abuse and addiction are treatable illnesses. Early intervention and support improve the success of rehabilitation. To support employees, the drug-free workplace policy:

▶ Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.

▶ Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.

▶ Offers all employees and their family members assistance with alcohol and drug problems through the Employee Assistance Program (EAP).

▶ Allows the use of accrued paid leave while seeking treatment for alcohol and other drug problems.

Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

Confidentiality

All information received by the Employer through the drug-free workplace program will remain confidential according to applicable state and federal laws. Access to this information is limited to those who have legitimate need to know in compliance with relevant laws, court orders and management policies.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and the Employer have important roles to play.

All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on-duty or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

- ▶ Be concerned about working in a safe environment.
- ▶ Support fellow workers in seeking help.
- ▶ Use the Employee Assistance Program.
- ▶ Report dangerous behavior to their supervisor.

It is the supervisors' and managers' responsibility to:

- ▶ Inform employees of the drug-free workplace policy.
- ▶ Observe employee performance.
- ▶ Investigate reports of dangerous practices.
- ▶ Document negative changes and problems in performance.
- ▶ Counsel employees as to expected performance improvement.
- ▶ Refer employees to the Employee Assistance Program.
- ▶ Clearly state consequences of policy violations.

Communication

Communicating the drug-free workplace policy to both supervisors and employees is critical to success. To ensure all employees are aware of their role in supporting the drug-free workplace program:

- ▶ All employees will receive a written copy of the policy.
- ▶ The policy will be reviewed in orientation sessions with new employees.