

**LABOR AGREEMENT BETWEEN**

**DEKALB COUNTY BOARD OF HEALTH**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES**

**COUNCIL 31, LOCAL NO. 3537**

**COVERING EMPLOYEES OF THE**

**DEKALB COUNTY HEALTH DEPARTMENT**

**EFFECTIVE**

**1/1/13 to 12/31/15**

**TABLE OF CONTENTS**

**PREAMBLE.....1**

**ARTICLE I. RECOGNITION .....1**

**Section A. Recognition.....1**

**Section B. Probationary Period .....1**

**Section C. Job Descriptions .....2**

**Section D. List of Personnel Transactions.....2**

**Section E. New Classifications .....2**

**Section F. Bargaining Unit Work.....2**

**ARTICLE II. MANAGEMENT RIGHTS .....2**

**Section A. Retention of Managerial Prerogatives.....2**

**ARTICLE III. UNION RIGHTS.....3**

**Section A. Union Time Off for Grievances.....3**

**Section B. Union Access .....4**

**Section C. Union Leave .....4**

**Section D. Union Stewards.....4**

**Section E. Bulletin Boards .....4**

**Section F. Union Orientation .....5**

**Section G. Use of Employer Meeting Rooms and Equipment.....5**

**ARTICLE IV. NON-DISCRIMINATION AND EQUAL OPPORTUNITY.....5**

**Section A. Non-Discrimination and Equal Opportunity.....5**

**ARTICLE V. NO STRIKE AND NO LOCKOUT .....5**

**Section A. Commitment .....5**

**Section B. Resumption of Operations and Union Liability.....6**

**Section C. Discipline of Strikers .....6**

**ARTICLE VI. LABOR-MANAGEMENT MEETINGS .....6**

**Section A. Labor-Management Meetings .....6**

**ARTICLE VII. SAFETY AND HEALTH.....6**

**Section A. Safety and Health .....6**

**Section B. Health and Safety Committee.....7**

**Section C. Unsafe Conditions.....7**

**Section D. Inclement Weather .....7**

Section E. Protective Equipment.....	7
Section F. Employment Health Requirements .....	7
Section G. Employer Payment.....	9
Section H. Communicable Infectious Disease .....	9
Section I. Physician’s Statement.....	9
Section J. Policy for Occupational Exposure .....	9
<b>ARTICLE VIII. PERSONNEL FILES.....</b>	<b>9</b>
Section A. Personnel Files .....	9
Section B. Inspection .....	9
Section C. Notification.....	10
Section D. Investigation.....	10
<b>ARTICLE IX. DISCIPLINE .....</b>	<b>10</b>
Section A. Definition.....	10
Section B. Investigatory Interviews.....	11
Section C. Client Complaints.....	11
Section D. Oral Reprimands.....	11
Section E. Removal of Discipline.....	11
Section F. Limitation .....	12
Section G. Polygraph .....	12
<b>ARTICLE X. GRIEVANCE PROCEDURE .....</b>	<b>12</b>
Section A. Grievance Definition .....	12
Section B. Time Limits .....	12
Section C. Grievance Steps .....	12
Section D. Appeal Procedure .....	13
Section E. Selection of Arbitrator .....	13
Section F. Arbitrator’s Jurisdiction.....	14
Section G. Fees and Expenses of Arbitration.....	14
Section H. Advanced Grievance Step Filing.....	14
Section I. Grievance Processing.....	15
Section J. Room and Telephone .....	15
<b>ARTICLE XI. HOURS OF WORK AND OVERTIME.....</b>	<b>15</b>
Section A. Time Worked .....	15
Section B. Work Week .....	15

Section C. Work Day .....	15
Section D. Lunch .....	15
Section E. No Guarantee of Hours of Work.....	16
Section F. Work Schedule by Classification.....	16
Section G. Breaks.....	16
Section H. On-call Stipend / Call-out Compensation .....	16
Section I. Change in Normal Work Day and Work Week.....	16
Section J. Flex Time.....	16
Section K. Travel Time.....	17
Section L. Compensatory Time Accrual and Use.....	17
<b>ARTICLE XII. SENIORITY.....</b>	<b>17</b>
Section A. Definition of Seniority .....	17
Section B. Termination of Seniority.....	18
Section C. Seniority for New Employees .....	18
Section D. Seniority Roster .....	18
<b>ARTICLE XIII. LAYOFF AND RECALL.....</b>	<b>18</b>
Section A. Definition and Notice of Layoff.....	18
Section B. No Layoff Guarantee.....	19
Section C. Recall Potential.....	19
Section D. Recall Notice to Employees.....	19
Section E. Filling of Vacancies.....	20
<b>ARTICLE XIV. VACATION, SICK LEAVE, PERSONAL LEAVE AND HOLIDAY BENEFITS.....</b>	<b>20</b>
Section A. Leave Request .....	20
Section B. Accrual of Benefits While on Leave.....	20
Section C. Call-in Procedure for Reporting Off Work .....	20
Section D. Holidays.....	21
Section E. Vacation.....	22
Section F. Personal Leave .....	23
Section G. Sick Leave (Full-time Employees) .....	23
Section H. Part-time Employee Leave Benefits .....	24
<b>ARTICLE XV. EXTRAORDINARY LEAVE BENEFITS.....</b>	<b>25</b>
Section A. Other Extraordinary Leave.....	25

Section B. Funeral Leave .....	25
Section C. Military Leave.....	26
Section D. Jury Leave.....	26
Section E. Family Medical Leave .....	26
<b>ARTICLE XVI. DUES CHECK-OFF AND FAIR SHARE.....</b>	<b>27</b>
Section A. Dues Check off and Fair Share .....	27
<b>ARTICLE XVII. PERSONAL PROPERTY AND UNIFORMS .....</b>	<b>28</b>
Section A. Personal Property .....	28
Section B. Uniformed Personnel.....	29
Section C. Employer-Required Protective Equipment .....	29
Section D. Travel Reimbursement .....	29
Section E. Cell Phones .....	30
Section F. Internet Connection .....	30
<b>ARTICLE XVIII. WAGES.....</b>	<b>30</b>
Section A. Wage Increases .....	30
Section B. Evening and Weekend Differential.....	31
Section C. Saturday / Sunday Premium Payments.....	31
Section D. Employment Above the Entrance Level of Compensation.....	31
Section E. Bilingual Pay Stipend .....	31
Section F. One-Time Signing Bonus.....	31
<b>ARTICLE XIX. HOME CARE PRODUCTIVITY UNITS .....</b>	<b>32</b>
Section A. Productivity Units: Home Health Care .....	32
<b>ARTICLE XX. HEALTH AND WELFARE AND PENSION BENEFITS .....</b>	<b>32</b>
Section A. Health Insurance .....	32
Section B. Early Retirement Incentive Program .....	34
Section C. IMRF Retirement Benefits .....	34
Section D. Salary Savings Plan .....	34
Section E. Life Insurance .....	34
Section F. Deferred Compensation Plan.....	34
<b>ARTICLE XXI. EDUCATIONAL INCENTIVE BENEFITS .....</b>	<b>35</b>
Section A. Full-time Educational Incentive Benefits .....	35
Section B. Part-time Educational Incentive Benefits.....	35
Section C. Reimbursement for Job-Related Courses .....	35

**Section D. Payback of Education Incentive Benefits.....35**

**ARTICLE XXII. MISCELLANEOUS .....35**

**Section A. Printing of Agreement.....35**

**ARTICLE XXIII. SAVINGS CLAUSE.....36**

**Section A. Savings Clause .....36**

**ARTICLE XXIV. ENTIRE AGREEMENT .....36**

**Section A. Entire Agreement .....36**

**ARTICLE XXV. TERM OF AGREEMENT .....36**

**Section A. Term of Agreement .....36**

**ATTACHMENT A DEKALB COUNTY HEALTH DEPARTMENT WORK  
SCHEDULE BY CLASSIFICATION .....37**

**ATTACHMENT A DEKALB COUNTY HEALTH DEPARTMENT WORK  
SCHEDULE BY CLASSIFICATION .....38**

## **PREAMBLE**

This Agreement made and entered into and effective January 1, 2013 by and between the County of DeKalb (Health Department), hereinafter referred to as the "Employer," and the American Federation of State, County, and Municipal Employees (AFSCME) Council 31, AFL-CIO on behalf of Local No. 3537, hereinafter referred to as the "Union."

WHEREAS, it is the intent and purpose of the parties to promote harmonious relations and to set forth herein their entire Agreement covering rates of pay, wages, hours of employment, and other conditions of employment; to increase the efficiency and productivity of the employees covered by this Agreement; and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operation of the County;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties do mutually promise and agree as follows:

## **ARTICLE I.** **RECOGNITION**

### **Section A. Recognition**

The Employer recognizes the Union as the sole and exclusive Bargaining Agent for the purpose of establishing wages, hours, and other conditions of employment for "employees" as defined below.

Whenever used in this Agreement, the term "employee" shall mean persons occupying the job titles herein: All full-time and permanent part-time professional and non-professional employees of the DeKalb County Health Department employed in the classifications of Accounting Clerk A, Accounting Assistant, Administrative Clerk C, Animal Control Warden, Case Manager, Health Educator, Hearing and Vision Technician, HIV Prevention Specialist, Home Care Administrative Assistant, Home Health Aide, Home Health Nurse, Licensed Environmental Health Practitioner, Nutritionist, Office Assistant B, Public Health Associate, Public Health Nurse, Quality Improvement Assistant, LEHP in Training/Sanitarian, Secretary/Case Manager Assistant, Secretary/Clinic Aide, Secretary B, Senior Biller, and Solid Waste Coordinator.

Excluded: All other employees of the DeKalb County Health Department, all temporary employees, and all supervisory, confidential and managerial employees as defined by the Act.

### **Section B. Probationary Period**

An employee, who has never accrued seniority under this Agreement or an employee rehired after termination of seniority, shall be in "probationary" status until he/she has completed six (6) months of paid work time, with the possibility of extending for an additional three (3) months for justified performance-based reasons. While in probationary status, an employee shall not accrue seniority provided that, upon completion of the probationary period, he/she will be credited with seniority from his/her first day of actual work on or after his/her date of hire. Probationary personnel shall have no seniority rights under this Agreement and may be disciplined or terminated by the Employer for any reason and without recourse to the grievance procedure, but shall be subject to all other provisions of this Agreement.

### **Section C. Job Descriptions**

The Employer agrees to maintain job descriptions for all bargaining unit positions provided; however, it is understood that such job descriptions are subject to modification from time to time as deemed appropriate by the Employer following advance notice to the Union. Additionally, it is understood that the job description will fairly and accurately reflect the types of responsibilities performed in the job and may include the phrase "other duties as assigned," which are reasonably within the scope of the specified duties. Disputes regarding job descriptions shall be subject to the grievance procedure. Upon request, the Employer shall provide a copy of the job description to the affected employee. Additionally, upon request, the Employer shall meet with the Union to discuss any modification(s) made.

### **Section D. List of Personnel Transactions**

The Union shall upon request, or as of the first day of the month in which a personnel transaction occurs, receive a list of new hires, terminations and any changes in classification(s) covered under the Agreement.

### **Section E. New Classifications**

The Employer may establish new job classifications and/or modify existing job classifications. The Employer shall notify the Union within fifteen (15) working days of its decision to implement a new classification(s) pertaining to work of a nature performed by employees within the bargaining unit.

In the event the Employer establishes new classifications, there will be a meeting for the purpose of establishing such classifications and rates by mutual agreement. Where agreement is not reached by the time work must be started, the employee may start work at the rate it believes proper. If the rate mutually agreed on or resulting from arbitration differs from that initially established by the Employer, such rate shall be retroactive to the start of work in the new classification. If the parties fail to agree on such a rate within thirty (30) days of the start of work in the classification, the Union may appeal directly to arbitration within the next thirty (30) consecutive calendar days. The sole issue before the arbitrator should be whether the rate established by the Employer is reasonable.

### **Section F. Bargaining Unit Work**

Except in emergency situations, or in the event of business need, the Employer will assign bargaining unit work to bargaining unit employees only. The Employer shall take no action having the intention or effect of permanently eroding the bargaining unit.

## **ARTICLE II. MANAGEMENT RIGHTS**

### **Section A. Retention of Managerial Prerogatives**

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer, including but not limited to, the rights, in accordance with its sole

and exclusive judgment and discretion: to reprimand, suspend, demote, discharge, or otherwise discipline employees for just cause; to determine the number of employees to be employed; to hire employees, to determine their qualifications, to assign and direct their work; to promote, demote, transfer, lay off, recall employees to work; to set the standards of productivity, the services to be performed and/or not rendered; to determine the amount and forms of compensation for employees; to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract, contract out, close down, or relocate the Employer's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operations, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Employer; to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery, and equipment; to determine the number, location and operation of departments, divisions, job classifications, and all other units of the Employer; to issue, amend and revise work, safety, attendance and other personnel policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the Employer and to direct the Employer's employees relative to all such activities and/or matters within the jurisdiction of the Employer.

Subject to the remaining terms of this Agreement and any applicable legal obligations to bargain the effects of the decision, the Employer retains the right to subcontract work as it deems necessary. Except where an emergency exists, if the Employer plans to lay off any bargaining unit employees and to subcontract the work they perform, the Employer shall notify the Union thirty (30) days in advance and the Employer will offer the Union an opportunity to discuss the planned layoffs and subcontracting, including alternatives the Union may propose and the effect of the Union's decision on bargaining unit employees.

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 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 provisions of this Agreement.

### **ARTICLE III.** **UNION RIGHTS**

#### **Section A. Union Time Off for Grievances**

Local Union officers, executive members and Union-designated stewards (collectively referred to as "Union representatives"), after giving prior notice to and receiving prior approval from their Employer, shall be allowed a reasonable period of time off (generally not to exceed one (1) hour and up to two (2) person(s) at a time) to attend a meeting pursuant to Steps One through Three of the Grievance Procedure contained in this Agreement. The parties recognize the existence of multiple work sites. The Union's request for a reasonable extension of the one-hour general time period shall not be unreasonably denied. During period(s) of time off under this Section, the Union representative may take his or her earned time off benefits and/or take the

time off on an unpaid basis. Alternatively, the parties may agree to meet at reasonable times outside of regular work hours for the purpose of conducting these same grievance meetings. Such requests shall not be unreasonably denied by either party. Witnesses are expressly excluded from receiving time off or pay under this paragraph.

For disciplinary and/or investigatory meetings called by management on working time, the employee subject to investigation and/or potential disciplinary action shall be entitled to paid time off for the duration of the meeting. Additionally, the employee who is the subject of the investigation may request one (1) Union representative to represent them at the disciplinary and/or investigatory meeting on a paid time off basis if the representative was otherwise scheduled to be working at the time of the meeting. The Union representative/witness shall be obliged to receive prior approval from his/her supervisor prior to leaving work to attend the meeting. The above shall not diminish the employee's rights under law.

### **Section B. Union Access**

The Employer agrees that local Union representative officers and AFSCME staff representatives shall have reasonable access to the Employer's premise for the sole purpose of the administration of this Agreement, provided that said Union personnel obtain prior approval from the Employer and as long as said access does not unreasonably interfere with any business activities of the Employer. The Employer agrees not to unreasonably withhold such approval.

### **Section C. Union Leave**

Up to two (2) Local Union representatives shall be allowed a reasonable amount of time off without pay for legitimate Union business, such as State and National Conventions, Union meetings, committee and/or board meetings, training sessions or conferences, and shall be allowed such time off as does not unreasonably interfere with the operating needs of the Employer and provided that the employee gives prior notice to the Employer and receives prior approval therein. Nothing shall prevent an employee from using any accumulated time to cover such approved absence. Leave notice and use of time off benefit procedures apply.

### **Section D. Union Stewards**

The Union shall designate the Union stewards and local officers, and it shall supply a list of names in writing to the Employer. In the event of any change(s) in Union stewards or local officers, the Union agrees to promptly notify the Employer in writing of the change(s).

### **Section E. Bulletin Boards**

The Employer shall provide bulletin boards and/or space at each work location. The designated locations shall be:

- Annie Glidden Site: on wall near staff closets/staff restrooms, break room, and scheduling suite workroom area.
- Home Care Site: on wall near bathroom and break room area.

These bulletin boards shall be for the sole and exclusive use of the Union. It is understood that the Employer may remove any item from the Union bulletin board if it is inflammatory, political (except if related to an authorized internal Union election), inappropriate and/or derogatory against the Employer, its employees or services. Before removing any item for this purpose, the Employer will first notify the Union and ask that the Union remove the item voluntarily.

### **Section F. Union Orientation**

Each newly hired bargaining unit employee shall, during the employee's first week of employment, be scheduled at a time mutually agreeable to the parties for an orientation which shall be provided by the Union. The Union orientation period shall last no more than thirty (30) minutes and shall take place during the employee's regular working hours with no loss of pay to the employee(s) involved.

### **Section G. Use of Employer Meeting Rooms and Equipment**

The Union shall be allowed a reasonable amount of use of available employer meeting rooms, upon prior notice and approval from management. The Employer agrees not to unreasonably withhold such approval. Union stewards and officers shall be allowed reasonable use of Employer faxes, telephones, copiers and e-mail for Union business, provided the Union reimburses the Employer for telephone or copier expenses.

## **ARTICLE IV. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

### **Section A. Non-Discrimination and Equal Opportunity**

In accordance with applicable law, neither the Employer nor the Union shall discriminate in a manner which would violate Federal and State laws against any employee covered by this Agreement because of race, creed, color, national origin, sex, age, religion, mental or physical handicap, political beliefs, protected Union activities and/or affiliation.

The parties recognize the obligations of the Employer and the Union to comply with applicable Federal and State laws relative to equal employment.

## **ARTICLE V. NO STRIKE AND NO LOCKOUT**

### **Section A. Commitment**

During the term of this Agreement, neither the Union nor any employees covered by this Agreement, agents or employees of the Union, will call, instigate, initiate, authorize, participate in, sanction, sponsor, encourage or ratify any strike, sympathy strike, slowdown, work stoppage, refusal to perform overtime, mass absenteeism, or any other interference with or interruption of the employee's full, faithful and proper performance of the duties of employment to the Employer. No employee of the Employer covered by this Agreement shall refuse to enforce or carry out lawful orders and directives of the Employer arising from or related to the performance of functions even if there is a labor dispute involving other persons or other business entities; the

only exception is in the event of abnormally dangerous conditions as defined at law. The Employer agrees not to lockout employees during the term of this Agreement.

### **Section B. Resumption of Operations and Union Liability**

In the event of action prohibited by Section A above, the Union and any stewards appointed under this Agreement immediately shall disavow such action and request the employees to return to work and shall use its best efforts to achieve a prompt resumption of normal operations.

### **Section C. Discipline of Strikers**

Any employee who violates the provisions of Section A above shall be subject to discipline, including immediate discharge. The Employer and the Union retain all rights set forth in Section 17 of the Illinois Public Labor Relations Act.

## **ARTICLE VI. LABOR-MANAGEMENT MEETINGS**

### **Section A. Labor-Management Meetings**

The Employer representatives shall meet as necessary with a Union committee composed of an equal number of representatives from management and the Union (and in no event more than four (4) each unless agreed to otherwise by the Parties). The Labor-Management meetings are valuable and productive for the sharing of information between the parties and will be held as needed (no more than quarterly unless agreed to otherwise by both parties). The purpose of these Labor-Management meetings will be limited to the discussion of non-bargaining topics, including the implementation and general administration of this Agreement and a sharing of general information of interest to the parties. Items for the agenda must be submitted by the Employer or Union representatives at least seven (7) calendar days prior to the scheduled committee meeting. The meetings shall be scheduled at a time, place, and date mutually agreed upon by the Parties and will generally occur during working time. It is understood that, in some situations, it may be necessary to conduct these meetings after normal business hours and/or there may be additional representatives present at a committee meeting if warranted by the nature of the discussion(s).

It is critical to the success of these meetings that the parties identify an agenda of the topics to be discussed as far in advance of the meetings as possible. While it may be necessary to discuss an emergency issue not anticipated by the parties or stated on the agenda, normally the agenda will govern the scope of the discussions. Committee members will be paid for meetings held during working hours and not paid for meetings held outside of working hours.

## **ARTICLE VII. SAFETY AND HEALTH**

### **Section A. Safety and Health**

The Employer and Union recognize their joint responsibility to a safe and healthy work place and to comply with all applicable safety laws and regulations.

## **Section B. Health and Safety Committee**

A Safety and Health Committee, consisting of an equal number of management and Union representatives (and no more than four (4) members each) shall be established and maintained during the term of this Agreement. Committee meetings shall be scheduled at a time, place and date mutually agreed by the committee members. Items for the agenda must be submitted by the Employer or Union representatives at least seven (7) calendar days prior to the scheduled committee meeting. Generally, Health and Safety committee meetings shall occur no more than quarterly or more frequently as deemed appropriate by representatives of both the Union and the Employer who comprise the Health and Safety Committee. The meetings will generally be held during working time if approved by management. It is understood that, in some situations, it may be necessary to conduct these meetings after normal business hours and/or there may be additional representatives present at a committee meeting if warranted by the nature of the discussion(s). Committee members will be paid for meetings held during working hours and not paid for meetings held outside of working hours.

## **Section C. Unsafe Conditions**

If an employee has reasonable grounds to believe that his/her health and safety are in imminent danger of serious and unreasonable harm due to an alleged unsafe working condition, he/she shall inform the Employer so that a decision can be made as to how to proceed with completion of the work assignment to attempt to minimize the risk involved. Employees may use accumulated benefit time, except sick time, to cover time missed under this Section. Field employees confronted with unsafe travel conditions due to weather shall determine whether or not it is safe to drive and the employee will notify manager promptly.

## **Section D. Inclement Weather**

The DeKalb County Sheriff will determine whether or not to close county buildings due to weather conditions. This decision will be announced over local radio stations and the call tree will be initiated by the Employer. Employees should listen to local media for agency closing. Employees may use vacation, personal leave, sick time, or comp time for compensation or take the day without pay when the agency is closed due to inclement weather.

## **Section E. Protective Equipment**

Required and/or necessary protective equipment shall be provided and maintained by the Employer. It is the employee's responsibility to properly utilize the equipment provided herein.

## **Section F. Employment Health Requirements**

Employees are required to obtain a statement from a personal physician based on a physical examination within one (1) month of employment (and/or sooner if required by law). The statement shall indicate: (a) any job-related preexisting and current job-related health condition(s), (b) confirmation that the health of the applicant is satisfactory to carry out his/her responsibilities as an employee, (c) confirmation that the applicant appears free of communicable disease, and (d) confirmation that the applicant is able to receive the Hepatitis B vaccine series unless previous serology has been completed indicating sufficient immunity.

All Health Department employees shall be required to have a two-step Mantoux initiated before the tenth day of employment. Employees not submitting results of two Mantoux tests within ten (10) days will not be allowed to work until this requirement is met. If the individual is a positive skin reactor, a referral will be made to the Communicable Disease Program for initial assessment and a baseline chest X-ray.

If an employee's start date is in the month of December, the two-step Mantoux will be administered before the tenth day of employment. The annual Mantoux would be deferred to the time of annual employee testing a year from the January following the December start date. If a new employee hired in December has had a previous two-step and proof of annuals thereafter, the Mantoux, generally given upon hire, can be delayed until the time of annual testing of agency employees in January.

Annually, a skin test for tuberculosis will be required of all agency employees. With employees who are positive reactors, a clearance screening will be required, which must be completed through the Communicable Disease Program. The Employer will maintain all testing or clearance screening records.

The following is required of all employees:

- Proof of measles immunity by adequate vaccine history documenting receipt of two doses of live vaccine after their first birthday, medical diagnosis, or serologic evidence.
- Proof of rubella immunity by adequate vaccine history documenting receipt of live vaccine after their first birthday, medical diagnosis, or serologic evidence.
- Proof of mumps immunity by adequate vaccine history documenting receipt of live vaccine after their first birthday, medical diagnosis, or serologic evidence.

In the event of a disaster or outbreak and to protect the Public Health employee from the risk of exposure and illness, additional vaccinations may be offered as recommended by the Centers for Disease Control (CDC) or Advisory Committee on Immunization Practices (ACIP).

All employees who have not received the Hepatitis B Vaccine shall be offered the vaccine at the time of hire with initiation within ten (10) days of beginning employment. Employees choosing not to receive the vaccine shall be required to sign the declination statement within ten (10) days of beginning employment.

Employees receiving the vaccine shall receive a Hepatitis B titer eight (8) to ten (10) weeks following completion of the series to ensure adequate immunity. New employees reporting Hepatitis B vaccination series showing three dates with a titer or documentation of a titer showing protective immunity shall be considered to have adequate immunity. New employees reporting previous vaccine history, but who cannot provide documentation of vaccine dates, shall receive, upon hire, a Hepatitis B titer to ensure adequate immunity.

**Section G. Employer Payment**

The Health Department shall pay all costs of the initial physical exam at a provider of the Employer's choice.

In addition, the employee shall receive through the Health Department, at no cost, the T.B. skin test, chest X-ray, measles, mumps and rubella serologic tests, and/or measles, mumps and rubella vaccine and Hepatitis B vaccine, titer, and other medical tests that are required by the Health Department as a condition of employment.

Routine physical exams as a condition of continued employment or for terminated employees returning to employment shall not be required. However, the administrator may request a statement from the employee's physician that the individual is physically able to carry out his/her responsibilities and/or is not infectious.

**Section H. Communicable Infectious Disease**

An employee with a communicable and/or infectious disease or a known exposure to a communicable disease may not be allowed to work until a physician's release has been provided or they have passed the infectious stage indicating that the individual is able to perform his duties without jeopardizing the health of others.

**Section I. Physician's Statement**

An employee who is absent from scheduled work for more than three (3) consecutive scheduled work shifts may be required, with administrator's approval, to produce a written statement from a physician releasing the individual to return to work.

**Section J. Policy for Occupational Exposure**

The Employer and employees must follow applicable Federal and State health regulations and requirements for HBV and HIV occupational exposures. Occupational exposure testing will be conducted in accordance with the then-applicable policies and protocol of the Health Department. The policies and protocol are subject to revisions as necessary and appropriate, including complying with CDC guidelines. Exposure testing will be paid by the Employer. Nothing in this section shall diminish the employee's rights under the applicable Workers' Compensation Act.

**ARTICLE VIII.  
PERSONNEL FILES**

**Section A. Personnel Files**

The Employer shall keep one (1) personnel file for each employee in the bargaining unit.

**Section B. Inspection**

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

- Such inspections shall occur within a reasonable time following receipt of the request;
- 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 upon payment for the cost of copying.
- Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending and is inspecting his file with the respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that such representative may inspect his personnel file subject to the procedures contained in this Article.

### **Section C. Notification**

Employee shall be given immediate notice by Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file.

As of the effective date of this Agreement, no detrimental or negative material shall be placed in any employee file without it first being shown to the employee and the employee being offered the opportunity to sign and date the materials. Such signature shall only establish the employee has seen the material and shall not be taken as evidence of the employee's agreement with the same.

### **Section D. Investigation**

The Employer shall not release the names, photos, or descriptions of bargaining members under investigation for misconduct in the performance of his or her duties, unless authorized by the employee or required by law.

Nothing in this Agreement shall diminish the employee's rights under law. This Article shall be construed in accordance with the Illinois Personnel Record Review Act, 820 ILCS 40/0.

## **ARTICLE IX.** **DISCIPLINE**

### **Section A. Definition**

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action may be imposed upon non-probationary employees only for just cause. Discipline shall be imposed as soon as possible and appropriate. Disciplinary action or measures may include one or more of the following:

- Oral Reprimand; with written notation thereof;
- Written Reprimand;
- Suspension (with written notice of same); and/or

- Discharge, including immediate termination if warranted (with written notice of same).

### **Section B. Investigatory Interviews**

The Employer shall advise an employee, in writing, on a form to be mutually agreed upon by Union and management, of his/her right to a Union representative during any investigatory meeting. If the employee requests such representative, the Employer agrees to stop the meeting with the employee until such representation can be secured provided there is no unreasonable delay in securing a representative.

The Employer shall inform the employee and the Union representative of the nature of the matter being investigated. The Employee and the Union representative shall be allowed reasonable time to confer in private during the investigatory meeting, if requested. The employee (and/or the union representative, if present) shall be given a reasonable opportunity to rebut and clarify information presented during the meeting.

The Employer shall act promptly and complete its investigation within a reasonable amount of time. The employee and the Union shall be informed of results promptly upon conclusion of the investigation.

Nothing in this Article waives any rights employees have under law including, but not limited to, the employee's right to request Union representation when the employee reasonably believes an investigatory meeting could lead to disciplinary action. This section will be construed in accordance with the then-applicable laws.

### **Section C. Client Complaints**

The right to an investigatory interview shall be triggered in the event an employee is questioned about allegations surrounding a complaint filed by a client. Client complaints will only result in disciplinary action if there is just cause. The Employer shall give timely notice of a client complaint to the employee(s) who is/are the subject of the complaint, whether or not that complaint leads to discipline. Such notice shall include the complaint allegations, the Employer's findings and the disposition of the complaint. Subject employee(s) shall be afforded the opportunity to respond to or rebut the complaint.

### **Section D. Oral Reprimands**

In cases of oral reprimands, the supervisor will inform the employee that he/she is receiving an oral reprimand, and be given written notice documenting the oral reprimands.

### **Section E. Removal of Discipline**

Documentation, relative to oral and written reprimands, shall not be used by the parties as evidence before an arbitrator if there has been no recurrence of the type or kind of conduct giving rise to said reprimands after two (2) years. This provision specifically excludes evidence relative to disciplinary actions involving demotions, suspensions, and discharges and/or where the incident involves allegations of violence, discrimination or harassment by the employee involved.

## **Section F. Limitation**

The Employer's agreement to use progressive and corrective discipline does not prohibit the Employer in any case from imposing a lesser or more severe form of discipline, which is commensurate with the severity of the offense and the facts involved. Additionally, where conditions warrant it, the Employer may suspend an employee for a reasonable length of time, not to exceed thirty (30) calendar days, pending further investigation (except where the suspended employee has been arrested and charged with criminal conduct and is pending judicial process). If the Employer elects to exercise this suspension, it will provide the Union and the affected employee a written notice of its decision prior to implementing the suspension.

## **Section G. Polygraph**

No employee shall be required to take a polygraph examination.

# **ARTICLE X. GRIEVANCE PROCEDURE**

## **Section A. Grievance Definition**

1. A grievance is defined as a dispute or complaint arising between the parties hereto under or out of this Agreement or in the interpretation, application, performance, termination or any alleged breach thereof by either party.
2. All employees covered by this Agreement are entitled to Union representation pursuant to the Agreement at each and every step of the grievance procedure, if requested.

## **Section B. Time Limits**

1. Grievances may be withdrawn at any step of the grievance procedure without prejudice.
2. Grievances not appealed within designated time limits will be treated as withdrawn.
3. The time limits at any step or for any hearing may be extended by mutual agreement of the parties only if agreed to in writing.
4. The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step.

## **Section C. Grievance Steps**

A written grievance shall contain a complete statement of the grievant's complaint, the Section(s) of the Agreement allegedly violated, if applicable, the date of the alleged violation and the relief sought. The form shall be signed and dated by the grievant and the Union representative.

**Step 1. Immediate Supervisor:** The employee and/or Union shall, in writing, raise the grievance with the employee's supervisor. The employee shall inform the supervisor that this discussion/written notification constitutes the first step of the grievance procedure. All grievances must be presented no later than five (5) working days from the date that the employee

became aware, or reasonably should have been aware, whichever is shorter, of the occurrence giving rise to the complaint. The immediate supervisor shall render a written response to the grievance within five (5) working days after the grievance is presented. If the grievance is not settled at Step 1, the grievance may be appealed to Step 2.

Step 2. Division Director: In the event the grievance is not resolved in Step 1, it shall be presented, in writing, by the employee and Union to the Division Director, or his/her designee, within five (5) working days from the receipt of the answer or the date such answer was due from the supervisor, whichever is earlier. Within five (5) working days after the grievance is presented to Step 2, the Division Director shall discuss the grievance with the employee and the Union. The Division Director shall render a written answer to the grievance within five (5) working days after such discussion is held and provide a copy of such answer to the employee and Union. The written grievance shall contain a complete statement of the grievant's complaint, the Section(s) of the Agreement allegedly violated, if applicable, the date of the alleged violation and the relief sought. The form shall be signed and dated by the grievant and Union representative.

Once a grievance is filed, the employee is precluded from modifying or revising the grievance to include additional contract violations that are based on the same incident and/or operative facts.

If the grievance is not settled in Step 2, the employee may appeal the grievance to Step 3.

Step 3. Administrator: If the grievance is still unresolved, it shall be presented by the employee and Union to the Administrator, in writing, within five (5) working days after receipt of the Step 2 response or after the Step 2 response is due, whichever is earlier. Within five (5) working days after receipt of the written grievance, the parties shall meet or hold other discussion in an attempt to solve the grievance unless the parties mutually agree otherwise. The Administrator or designee shall give his/her written response within five (5) working days following the meeting.

#### Step 4. Arbitration

### **Section D. Appeal Procedure**

Any grievance, as defined in Section A of this Article, that has been properly and timely processed through the grievance procedure set forth in this Agreement, and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union or Employer by serving the other party with written notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section within thirty (30) working days after the written answer of the Employer at Step 3 or Union response of the grievance procedure set forth in this Agreement shall constitute a waiver of the party's right to appeal to arbitration, and the written answer of the Employer at Step 3 of the grievance procedure shall be final and binding on the aggrieved employee, the Employer, and the Union.

### **Section E. Selection of Arbitrator**

Not later than ten (10) working days after the Union/Employer serves the other party with written notice of intent to appeal a grievance to arbitration, the Employer and the Union shall

jointly request the American Arbitration Association or the Federal Mediation Service to furnish, to the Employer and the Union, a list of seven (7) qualified and impartial arbitrators. Within ten (10) working days after receipt of that list by the Employer and the Union, the Employer and the Union shall alternately strike names from the list until only one (1) name remains. The arbitrator whose name remains shall hear the grievance. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and the Union representatives, and shall be notified of the issue where mutually agreed by the parties.

#### **Section F. Arbitrator's Jurisdiction**

The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Employer and the Union. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure, except new classifications as indicated in ARTICLE I, Section E. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Employer and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Employer, except as provided by law.

#### **Section G. Fees and Expenses of Arbitration**

The fee and expenses of the Arbitrator shall be divided equally by the Employer and the Union. The cost of a written transcript, if any, shall be borne by the requesting party. Each party shall be responsible for compensating its own representatives and witnesses. The Employer and Union shall have the right to request the arbitrator to require the presence of witnesses or documents.

Should the Employer and/or the Union wish to settle the grievance before the arbitration hearing date, the Employer and/or the Union shall present the proposed settlement in writing to the other party before the hearing date.

The parties agree to request that the arbitrator attempt to issue his/her award within thirty (30) days (excluding Saturdays, Sundays, and holidays) after the conclusion of the arbitration hearing or the submission of briefs by the parties, whichever is later. The arbitrator shall deliver a copy to each party personally or by registered mail, unless the parties mutually agree otherwise.

#### **Section H. Advanced Grievance Step Filing**

Grievances concerning discharge of any employee shall be initiated at Step 3 of the grievance procedure. Certain mutually agreed upon issues which by nature are not capable of being settled at a preliminary step of the grievance procedure may be filed at the appropriate advance step where the action giving rise to the grievance was initiated.

## **Section I. Grievance Processing**

No employee or Union representative shall leave his/her work assignment to investigate, file, or process grievances without first getting permission from his/her supervisor. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment poses an imminent threat to his/her physical safety.

The grievant's supervisor, division director, and administrator may have other management, as appropriate, participate in Step 1, Step 2, or Step 3 grievance procedure.

## **Section J. Room and Telephone**

Upon request, the employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance, and upon prior management approval, the Union shall be permitted the reasonable use of telephone, fax and e-mail facilities for the purpose of investigating or processing a grievance.

# **ARTICLE XI.**

## **HOURS OF WORK AND OVERTIME**

### **Section A. Time Worked**

Time worked, as used in this Section, is limited to the time when an employee is actually physically present on the job and/or performing work for the Employer either on or off the premises. No employee is authorized or permitted to work beyond his/her scheduled working hours unless authorized by the Employer.

### **Section B. Work Week**

Full-time employees are regularly scheduled to work 37.5 hours per week. The work week begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday.

### **Section C. Work Day**

The normal work day is 8 a.m. to 4:30 p.m. with one (1) hour of unpaid lunch; however, the work day may be more or less than 7.5 hours per day. The normal work day for most employees is Monday through Friday; however, some agency positions require job performance after-hours and on Saturday or Sunday and holidays.

### **Section D. Lunch**

On a normal work day, lunch hours shall be taken between 11:00 a.m. and 2:00 p.m. Lunch hours shall be scheduled based on program/operational need as determined by the Employer or employee consistent with past practice (provided it is authorized by the Employer). The employee may leave the premises during their lunch hour.

### **Section E. No Guarantee of Hours of Work**

Nothing in this Section shall be construed as a guarantee of hours of work. The Employer is not bound to guarantee hours and reserves the right to revise, change, and/or modify hours based on the operating needs of the agency. In the event of a change in excess of thirty (30) working days, the Employer agrees to bargain the impact of such change(s) with the Union, if required by law.

### **Section F. Work Schedule by Classification**

“Work Schedule by Classification” is included in the Appendix section of this contract.

### **Section G. Breaks**

Employees shall be entitled to a ten (10) minute break in the morning and the afternoon.

### **Section H. On-call Stipend / Call-out Compensation**

On-call Stipend: Home health nurses assigned by the Employer to take on-call telephone shall receive a daily stipend of twenty dollars (\$20.00) per day on Monday through Friday evenings (coverage from 4:30 p.m. until 8:00 a.m.). For Saturday, Sunday and/or designated holiday coverage, this amount will be sixty-five dollars (\$65.00) per day (coverage from 8:00 a.m. to 8:00 a.m.)

Animal Control staff assigned by the Employer to take on-call shall be compensated at the rate of one hundred ten (\$110.00) per week for matters that can be handled by telephone.

Call-out Compensation: In the event an employee is assigned by the Employer to serve in an on-call capacity, the employee shall be paid for all hours actually spent in addressing the matter (and a minimum of at least one (1) hour of pay at the applicable rate) only if the matter cannot be properly and effectively handled by telephone.

### **Section I. Change in Normal Work Day and Work Week**

When operational needs require a work schedule change, notice shall be given to the affected employees as far in advance as reasonably practical. Such changes may be made in order to maintain a 37.5 hour work week for full-time employees.

Once the monthly schedule is posted, this is considered the employee’s “regular schedule.” In the event an employee’s regular schedule is altered due to the Employer’s business needs, the employee may elect to accumulate compensatory time for the additional hours in accordance with Section L of this Article.

### **Section J. Flex Time**

Employees may request changes to their regular work schedule. Such changes may include extended schedule changes or intermittent flexing of hours worked and/or flexible starting time of lunch break(s) (consistent with remaining provisions of this Article). Requests for extended work schedule changes must be submitted in writing to their immediate supervisor. The Employer shall consider the employee’s request and the needs of the program in responding

to the request. The Employer will strive to grant employee requests as operational/business needs permit provided there is no interference with business activities.

### **Section K. Travel Time**

The Employer will comply with the applicable wage and hour laws regarding compensation of travel time. All time spent in travel for work-related purposes shall be considered work time and paid at the appropriate rate. Every effort should be made for multiple staff traveling to the same location to travel together.

Employees using their own vehicles for Health Department business shall not be required to transport clients or other employees in their personal vehicles.

### **Section L. Compensatory Time Accrual and Use**

In lieu of payment for overtime worked, an hourly employee may request payment in compensatory time off. The request will be granted unless the Employer has an extraordinary business need to pay in lieu of providing compensatory time due to the then-applicable staffing needs of the program and the Employer notifies affected staff in advance.

Overtime worked shall be documented by staff and approved by the supervisor prior to compensation in pay or compensatory time.

Compensatory time earned, taken and balances shall be documented by payroll staff.

Compensatory time for unscheduled/unplanned work can be banked up to seven and one half (7.5) hours and up to fifteen (15) hours if time includes scheduled work. In extenuating circumstances, banking of over fifteen (15) hours of compensatory time that has been earned and approved shall be considered in accordance with business/operational and program/position-specific needs, as reasonably determined by the Employer.

Compensatory time for Home Care nurses shall be allowed to accumulate beyond fifteen (15) hours in accordance with current practice and subject to the business/operational needs of the Employer.

An employee may request to utilize such banked compensatory time in accordance with the Leave Request Procedure. Requests will be approved in accordance with business/operational and program/position-specific needs, as reasonably determined by the Employer.

Unused compensatory time shall be paid out at the end of the fiscal year in which it was earned at the applicable rate.

## **ARTICLE XII. SENIORITY**

### **Section A. Definition of Seniority**

Seniority is defined, for the purpose of this Agreement, as the employee's length of continuous permanent full- or part-time service with the DeKalb County Health Department since the employee's last date of hire.

## **Section B. Termination of Seniority**

Seniority shall be terminated when an employee:

- Resigns or otherwise quits;
- Is discharged (unless an arbitrator determines that the employee should be reinstated with seniority rights);
- Retires;
- Does not return from a layoff when recalled as provided in Section C of Article XIII;
- Failure to perform work for the Employer (for any reason) other than military leave or other legally required time off beyond twelve (12) consecutive months; and/or
- No call or no show for three (3) consecutive working days, unless the failure to call in was beyond the employee's control.

## **Section C. Seniority for New Employees**

There shall be no seniority among probationary employees until they successfully complete their appropriate probationary period, wherein such employee shall acquire seniority retroactive to his/her initial date of hire with the Employer.

## **Section D. Seniority Roster**

The Employer shall maintain, post, and keep current within each department covered by this Agreement a department-wide seniority roster by classification. The Union representative shall be provided a copy of the seniority roster following the date of posting, which shall be no less than annually.

# **ARTICLE XIII. LAYOFF AND RECALL**

## **Section A. Definition and Notice of Layoff**

A layoff is defined as a reduction in bargaining unit jobs. The Employer has the discretion to decide if a layoff is necessary because of legitimate business reasons, such as lack of funds, including significant reduction in, loss of, or non-renewal of grant funding. The Employer shall notify the Union as soon as practicable, but no later than thirty (30) calendar days in advance of any such layoffs, in the absence of unanticipated or unavoidable business situations (i.e., loss of grants, etc.) where such period of notice may be reduced. The Employer shall give the Union at least thirty (30) calendar days of its intention to not seek renewal of a grant upon which bargaining unit job(s) depend. The Employer agrees to meet and discuss alternatives to layoff with the Union and will provide the Union with complete information pertinent to the decision to lay off.

If after such discussion it is determined that layoffs are still in order, employees will be laid off in the following order:

1. Temporary and probationary employees within a division.
2. Except for home health care, part-time employees within a division shall be laid off before full-time employees in the division (provided the full-time employee is presently qualified to perform the available work in the division).
3. Regular employees from any classification within a division for the purpose of reducing the workforce of any classification within that division. The employee with the least seniority in the affected classification within the division shall be removed first. When two (2) or more employees have relatively equal experience, skill, ability, and qualifications, the employee with the least divisional classification seniority will be laid off first.
4. An employee subject to layoff may not bump an employee with less seniority.

#### **Section B. No Layoff Guarantee**

The Employer will guarantee no layoff through 6/30/14. This no layoff guarantee will not apply if any of the following events occur: (a) non-renewal of a state or federal grant, (b) reduction of ten percent (10%) or more of any individual state or federal grant and/or (c) reduction of ten percent (10%) of all state or federal grants (combined/aggregate) for grant year 7/1/13 - 6/30/14.

#### **Section C. Recall Potential**

If the Employer calls a recall, employees who are still on the recall list (i.e., laid off one (1) year or less) shall be recalled, by seniority, provided they are presently qualified to perform the available work in the job classification to which they are recalled. If an employee is recalled to a position that is a lower-rated job classification, he/she shall have the right to return to the job classification he/she held prior to being laid off in the event it subsequently becomes available. If an employee is recalled to a lower rated job classification, the employee shall have the right to refuse the recall. The Employer shall not hire new employees until employees on the recall list, who are presently qualified to perform the work in the affected job classification, as determined by the Employer, are offered recall.

#### **Section D. Recall Notice to Employees**

Employees eligible for recall shall be given notice of recall as provided in the seniority provisions of this Agreement. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered or certified mail, return receipt requested, to the mailing address provided by the employee, and three (3) working days have passed, it being the obligation and responsibility of the employee to provide the Employer with his/her latest mailing address.

## **Section E. Filling of Vacancies**

**Position Vacancy:** A position vacancy is created when the Employer determines to increase the workforce and to fill a new position(s) or when any of the following personnel transactions take place in the bargaining unit, and the Employer determines to replace the previous incumbent, terminations, promotions, demotions, or transfers.

**Posting:** Whenever a vacancy occurs, other than a temporary vacancy, in an 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 ten (10) working days. During this period, employees who wish to apply for the vacancy, including employees on layoff, may do so. The Employer may simultaneously post the vacant positions to the public.

**Selection:** Any bargaining unit employee may apply for a vacancy. The Employer may also fill the vacancy from outside the bargaining unit, as the Employer deems appropriate, if the outside applicant possesses demonstrably greater skill and ability than a present employee applying for the vacancy.

The Employer shall fill the vacancy by selecting the most qualified applicant based upon present ability, qualifications, initiative, and overall work record (if applicable). Where these factors are substantially equivalent, the senior applicant shall be selected.

## **ARTICLE XIV. VACATION, SICK LEAVE, PERSONAL LEAVE AND HOLIDAY BENEFITS**

### **Section A. Leave Request**

All requests for leaves must be submitted in writing.

### **Section B. Accrual of Benefits While on Leave**

An employee on any leave of absence without pay or on non-work-related disability pay shall not accrue benefits during the leave. An employee on any leave utilizing personal, vacation, or sick leave time shall continue to accrue benefits. An employee may maintain health insurance and IMRF coverage during leave without pay if the employee reimburses the County Government the total cost of these benefits. See Health Insurance for coverage during disability.

### **Section C. Call-in Procedure for Reporting Off Work**

When an employee is unable to report to work as scheduled and the absence or tardiness was not previously arranged and approved by management, the employee shall call her/his direct supervisor in accordance with the numbers designated on the Call-in Supervisor Contact Information form provided by the Employer. If the employee has more than one (1) supervisor and/or works in more than one (1) program for the day, the supervisor in the first program he/she was to report to for that workday will be the supervisor called and the employee will not be required to call in to any other supervisor with respect to that day's absence/tardy.

As in the past, the employee is expected to provide a sufficient notice to the supervisor about his/her anticipated return to work date and medical proof may be required if the employee indicates that there is a medical need for the employee to be away from work when scheduled

and where reasonable grounds exist for the Employer to suspect abuse. Where such proof is required by the Employer, the Employer will reimburse the employee for the actual reasonable medical costs incurred in obtaining the required medical proof. Proof of payment will be required to seek such reimbursement under this Section.

#### **Section D. Holidays**

The following holidays will be observed:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Lincoln's Birthday	February 12 (Floating Holiday)
Washington's Birthday	Third Monday in February
Good Friday (close at noon)	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day and Friday after	Fourth Thursday and Friday in November
Christmas	December 25

When an authorized holiday falls on Sunday, the following Monday will be observed as a holiday. When an authorized holiday falls on Saturday, the previous Friday shall be observed as a holiday.

When Christmas and New Year's Day fall on a Tuesday through Friday, the office shall be closed at noon the preceding day.

If a holiday falls during the period of an employee's vacation, the day shall be counted as a holiday and not a vacation day. Individuals on probation shall receive the holiday with pay.

Employees must observe the holiday on the day authorized.

Lincoln's Birthday, February 12, is considered a floating holiday. The holiday must be taken between January 1 and April 30 of each year.

Employees taking the February 12 holiday between January 1 and February 12 and terminating employment prior to February 12 will have the holiday deducted from their final paycheck.

All full-time employees working a holiday shall earn time and one-half (1-1/2) for all hours worked on the holiday and be granted equal paid time off on another day.

If the holiday falls on a full-time employee's regularly scheduled day off, the employee shall be granted another paid day off.

Past practice of Home Health Care nurses deciding coverage for holidays shall continue, as long as business needs are met.

Additional paid days granted employees pursuant to the above shall be taken within thirty (30) calendar days of the holiday.

### **Section E. Vacation**

Full-time employees shall earn vacation based on the following schedule:

1. Ten (10) working days per year through the completion of four (4) years.
2. Fifteen (15) working days per year beginning year five (5) through the completion of year nine (9).
3. Twenty (20) working days per year beginning year ten (10) through the completion of year twenty (20).
4. Twenty-five (25) working days per year beginning year twenty-one (21). Vacation is earned beginning with the employee's start date.

New employees during their probationary period shall not be entitled to any vacation with pay until completion of the probationary period. Upon the completion of the probationary period, vacation will be credited. An employee terminated during their probationary period shall not be entitled to any vacation credit at the time of termination.

When the initial probationary period of an employee is extended, the employee shall continue to earn vacation leave but may not use this time until they are off the extended probationary period.

With department head permission, vacation may be accrued up to one (1) year. If the accrued vacation is not taken in the following year, it is lost. The maximum vacation that can be taken at one time is twenty (20) working days.

Years of service determining the amount of vacation an employee is entitled to shall be based only on the years the employee worked full-time.

Upon a decrease in hours from full-time to less than fifteen (15) hours per week or to temporary part-time, an employee shall be reimbursed for unused and earned vacation time.

Upon voluntary or involuntary termination, an employee shall be reimbursed for unused earned vacation time.

Requests for vacation time shall be made with the employee's coordinator/supervisor in accordance with agency procedures.

Requests for time off without pay are discouraged, except in extenuating circumstances, and will be at the discretion of the coordinator/supervisor.

Unless in the event of an operational emergency, once granted, approved vacation time shall not be rescinded.

Past practices regarding vacation selection and approval shall continue as current.

The Employer prefers that staff limit requests to no more than fifteen (15) days from June through August. Those requests that are more than fifteen (15) days during peak vacation months may not be granted in full due to operational needs, but every reasonable effort will be made to meet mutual needs.

### **Section F. Personal Leave**

All full-time employees hired before December 1, 1995, shall be permitted three (3) days off with pay each calendar year (January 1 through December 31) (one (1) day every four (4) months) for personal business. Personal leave days shall be scheduled at least forty eight (48) hours in advance. In the case of an emergency situation, the coordinator/supervisor may grant personal leave which precludes the making of prior arrangements. Personal leave shall not be carried over to the following year. Extension of vacation periods with personal leave time is allowed.

Individuals terminating employment shall be reimbursed for unused earned personal leave for that calendar year. Personal leave used in advance of earning for individuals terminating employment shall be changed to vacation leave.

Upon a decrease in hours from full-time, an employee shall be reimbursed for unused earned personal leave time.

Employees hired after December 1, 1995, are not eligible for personal leave days.

Full time employees hired after December 1, 1995, may use up to three (3) days (twenty two and one-half (22.5) hours) of accrued sick leave each year for personal business following his or her probationary period.

### **Section G. Sick Leave (Full-time Employees)**

Full-time employees accumulate sick leave at the rate of one (1) day for each month's service. New employees during their probationary period shall not be entitled to any sick leave with pay until completion of the probationary period. Upon the completion of the probationary period, sick leave is credited.

Sick leave may be used for illness, disability or injury, and doctor and dental appointments for the employee and his/her current spouse, children (step, adopted or foster if legal guardian), significant other (if affidavit on file with HR) and employee's own parents. When an employee is unable to attend work, they are to notify their supervisor in accordance with Section C: Call-In Procedure for Reporting Off Work. The Health Department may require proof to substantiate sick leave.

Sick leave may be used when medically necessary to assist a member of his/her "immediate family" (as defined by funeral leave section) with a serious health condition (as defined by FMLA) when: (i) the employee has medical power of attorney for the relative, or (ii) the relative lives in the employee's household and the employee has custodial or financial responsibility over said relative. The Employer may require documentation when using sick leave for this purpose.

Unused sick leave may be accumulated from year to year up to the following maximums: sixty (60) days through nine (9) years of employment; seventy-five (75) days from year ten (10) through nineteen (19) years of employment; and ninety (90) days during and after twenty (20) years of employment.

Years of service to determine the amount of sick leave an employee can accumulate shall be based only on the years the employee worked full-time, that being thirty-seven and one-half (37.5) hours or more a week.

Employees that move from one job classification to another during their original probationary period are placed in a new six (6) month probationary period and shall be allowed to use accumulated sick leave after the end of their original six (6) month probationary period up to the amount earned during that original period. Should the employment of the individual be terminated, for any reason, during this additional probationary period, the employee must reimburse the agency for any sick time used.

When the initial six (6) month probationary period of an employee is extended, the employee shall continue to earn sick leave but may not use this time until they are off the extended probationary period.

Upon a decrease in hours from full-time to less than fifteen (15) hours per week or to temporary part-time, an employee shall be reimbursed for unused and earned sick leave in accordance with agency policy.

Upon voluntary or involuntary termination and after five (5) years of continuous employment, the employee shall be reimbursed at their hourly rate for ten percent (10%) of their unused maximally accrued sick leave. Individuals voluntarily or involuntarily terminating with less than five (5) years of employment shall receive no remuneration for unused sick leave.

Upon retirement as defined by IMRF, the employee will have accumulated up to two hundred and twenty one (221) unused unpaid sick leave days earned during the course of employment for purposes of IMRF pension service credit. The employee may choose to be reimbursed for a maximum of sixty (60) days of unused unpaid sick leave days with the remaining unused sick days (up to 221) being converted to pension service credit.

## **Section H. Part-time Employee Leave Benefits**

**Sick Leave:** Part-time employees who work an average of fifteen (15) hours per week shall earn seven and one-half (7.5) hours of sick leave every three (3) months (thirty (30) hours per year). The fifteen (15) hour average is based on the previous thirteen (13) pay periods. The number of hours paid for a sick day shall be the average number of hours customarily worked in a day. The use of sick leave, accrual and payment on termination shall be the same as that of full-time employees. In order to be paid, the employee must have been scheduled to work that day.

**Vacation:** Part-time employees shall earn vacation based on the same time schedule as that of full-time employees. Vacation days earned shall be prorated according to the hours worked in comparison to full-time employment. Upon termination, the employee shall be paid for unused accrued vacation time.

Requests for time off without pay are discouraged, except in extenuating circumstances, and will be at the discretion of the program coordinator/supervisor.

Paid Holidays: Part-time employees who have passed their probationary period and who work an average of fifteen (15) hours per week shall receive two (2) paid holidays per year: Memorial Day and Christmas Day. Eligibility for holiday pay shall be based on time worked for the thirteen (13) pay periods previous to the holiday.

A year-end holiday cash bonus for individuals employed twelve (12) months prior to the end of the fiscal year shall be paid. A cash bonus will be paid for New Year's Day, Fourth of July, Labor Day and Thanksgiving Day. This bonus will be calculated based on the employee's full-time equivalent percentage based on hours worked times the thirty (30) hours of holiday leave (see above) times the employee's salary.

When an agency holiday (except Memorial Day and Christmas) falls on the day a part-time employee is scheduled to work, they may be requested to work on that agency holiday, work a different day that week, or use leave time. This time worked will be based on the needs of the division and will be at the discretion of the program coordinator and/or supervisor.

**ARTICLE XV.**  
**EXTRAORDINARY LEAVE BENEFITS**

**Section A. Other Extraordinary Leave**

A full- or part-time employee past the probationary period may request a general leave of absence without pay from the administrator. It is the responsibility of the administrator to determine whether the granting of such leave would result in disruption in the operation of the program involved.

**Section B. Funeral Leave**

In the event of death in the immediate family of an employee, a two (2) day paid leave of absence for immediate family members shall be granted. The immediate family is defined as follows:

**IMMEDIATE**

Father	Stepson
Stepfather	Stepdaughter
Mother	Brother
Stepmother	Sister
Mother-in-law	Stepbrother
Father-in-law	Stepsister
Guardian	Son-in-law
Husband	Daughter-in-law
Wife	Grandparents
Son	Grandchildren
Daughter	Significant Other

A leave in addition to the Funeral Leave may be approved by the department head under special circumstances. However, such additional leave shall be charged to personal leave, vacation, sick leave, compensatory time, or time without pay.

An employee taking funeral leave for a significant other, upon the request of management, must demonstrate that the person for which they are taking funeral leave is, in fact, a significant other. Significant other, for purposes of funeral leave under the contract, is generally defined as a person who has regularly resided with the employee for at least six (6) consecutive months prior to the death. Documents which demonstrate that the parties lived together and/or owned property together for at least six months (prior to the death) will generally suffice for meeting this requirement.

### **Section C. Military Leave**

An employee, who is a member of the Ready Reserves or National Guard, when ordered for active duty for training shall be granted special leave of no more than thirty (30) calendar days to complete such duty. The employee, upon full disclosure, shall be compensated the difference in pay, if any, during such period of leave.

### **Section D. Jury Leave**

Employees required to report for jury duty or jury service shall be granted the necessary time. In the event the employee's absence would result in the disruption of a division program, the division head may request that the employee be allowed to serve at another time. The employee will be paid the difference between their salary and the amount they receive for jury duty providing they report to work every day during the normal working hours when not involved with the jury duty.

### **Section E. Family Medical Leave**

An employee is entitled to twelve (12) weeks of leave under the Family and Medical Leave Act (FMLA) per rolling twelve (12) month period provided he/she has been paid for at least 1,250 hours in the 52 weeks immediately preceding the leave.

This leave can be taken for the birth or adoption of a child, to care for the employee's spouse, parent, or child with a serious health condition, or because of the employee's own serious health condition.

It is the employee's responsibility to apply for a leave under FMLA. When the need for the leave is foreseeable (such as the birth of a child), thirty (30) days advance notice is required. If the circumstances are unforeseeable (such as emergency surgery), notice is required within forty eight (48) hours. Instances in which proper notification is not given may be considered on an individual basis.

Employees will be required to use a certain amount of accrued leave time when going on leave under FMLA. This leave time must be used in the following order:

- All accrued compensatory time must be used.

- Vacation, sick, and personal leave must be used down to a balance of twenty five (25) days.

DeKalb County will require medical certification of a serious medical condition of either the employee or the employee's family member. This certification must be provided within fifteen (15) days of the beginning of the leave or the leave may be denied. Second or third opinions may be requested by the County, at the County's expense. If the leave is for the employee's own serious medical condition, a fitness for duty certificate will be required before the employee is allowed to return to work.

If the employee fails to return to work after a leave under FMLA, the County may be entitled to collect from the employee the amount paid by the County toward the employee's health insurance during the leave.

An employee has the option of changing from family to single health insurance coverage or of dropping all health insurance coverage during a leave under FMLA. The employee may reinstate coverage upon returning to work. If application is made within thirty (30) days of returning to work, evidence of insurability will not be required. However, the pre-existing conditions clause of the policy will be in effect. If application for reinstatement is made later than that, evidence of insurability will be required in addition to the pre-existing conditions clause being in effect.

The FMLA does not require that life insurance be continued while an employee is on a leave. The County will voluntarily continue life insurance for its employees.

## **ARTICLE XVI.** **DUES CHECK-OFF AND FAIR SHARE**

### **Section A. Dues Check off and Fair Share**

The Employer shall not deduct any monies from an employee's wages pursuant to this Agreement, unless the checkoff authorization executed by the employee conforms exactly to what is prescribed by Council 31 and any applicable law.

The amount deducted shall each month be forwarded to the Union (including an electronic transmittal confirming payment of same to the Union) at 615 South Second Street, P.O. Box 2328, Springfield, Illinois 62705, together with a list of the names and amounts for whom deductions have been made.

The Employer also agrees to deduct for AFSCME P.E.O.P.L.E. when an employee submits a voluntary deduction card. An employee may revoke his/her participation in P.E.O.P.L.E. after one (1) year, and/or earlier if allowed by law.

Employees who choose not to join the Union shall be required to pay the amount of the Fair Share Fee, which shall be certified to the Employer. The Union agrees to assume full responsibility to ensure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers v. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payers. Accordingly, the Union agrees to do the following:

Give timely notice to fair share fee payers of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.

Advise fair share fee payers of an expeditious and impartial decision-making process whereby fair share fee payers can object to the amount of the fair share fee.

Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payers to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payers as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board, and the payment shall be made to said organization. On a monthly basis, the affected non-member shall provide the Union with evidence of payment to a non-religious charitable organization within thirty (30) days of the date of such payment. An employee desiring to revoke voluntary check-off may do so by giving written notice during the fifteen (15) day period prior to termination of this Agreement.

The Union shall defend, indemnify, and save the Employer harmless against any and all claims, demands, suits, grievances, or other liability (including attorneys' fees incurred by the County) that arise out of or by reason of actions taken by the Employer pursuant to this Article.

## **ARTICLE XVII. PERSONAL PROPERTY AND UNIFORMS**

### **Section A. Personal Property**

All clothing and authorized equipment, excluding motor vehicles, damaged in the line of duty without fault or negligence on the part of the employee shall be replaced by the Employer subject to the maximum annual dollar limitations as set forth below and provided that said replacement is not covered by other applicable insurance policies and provisions. The parties agree that the employee will be responsible for the replacement cost of personal property which is lost or damaged through fault of the employee, such as neglect or careless use or maintenance by employee.

#### **Maximum Annual Dollar Limitations**

<u>Property</u>	<u>Dollar Replacement</u>
Clothing	up to \$50.00
Prescription eye glasses / contacts	up to \$100.00

## **Section B. Uniformed Personnel**

The following uniform items will be purchased by the Employer for employees that are required to wear them:

Animal Control wardens	Agency-authorized uniforms will be provided
Environmental Health field staff	Agency-authorized polo shirts will be provided
Personal Health Services Division staff	Agency-authorized lab coats provided upon hire and replaced upon operational need
Home Care Program field staff	Agency-authorized lab coats and polo shirts will be provided

## **Section C. Employer-Required Protective Equipment**

Required and necessary protective equipment, as required by the Employer, shall be provided and maintained by the Employer.

## **Section D. Travel Reimbursement**

Personnel who are required to use a privately owned vehicle shall be reimbursed for mileage driven for work-related travel. Personal travel from home to work and on lunch hours is not considered work-related.

Reimbursement for transportation via personal automobile will be at a rate equivalent to the amount approved by the U.S. Internal Revenue Service (IRS). Determination of the IRS approved amount for deduction shall be the responsibility of the Deputy County Administrator.

The amount paid to employees for mileage for the use of their personal vehicle is meant to cover, but is not limited to, such things as gas, oil, depreciation, insurance and deductibles in the event of an accident. No other reimbursement will be made to employees for personal vehicle use for work-related travel.

Personnel using a Health Department vehicle shall be paid for out-of-pocket expenses (e.g., gasoline, oil, etc.) incurred during the use of Health Department vehicles. Receipts for such expenses are required.

Employees driving their own vehicles or a Health Department vehicle on County business are expected to have a valid drivers' license and follow safe driving practices, including compliance with motor vehicle laws and regulations and use of safety belts. In addition, employees driving their own vehicles are expected to comply with applicable Illinois laws regarding automobile insurance.

Employees using their own vehicles for work-related travel are required to file, with the Department, verification of a valid drivers' license and vehicle insurance coverage upon initial employment and at the beginning of each calendar year. Employees using county-owned vehicles must file, with the Department, verification of a valid drivers' license upon employment and at the beginning of each calendar year.

Travel reimbursement for staff responding as the result of being on-call shall be portal-to-portal.

Out-of-jurisdiction travel is work-related travel outside of DeKalb County. Out-of-jurisdiction travel and anticipated expenses must be approved by the department head prior to departure. The mode of travel shall be identified when making an out-of-jurisdiction travel request. The factors of distance, expense, convenience, and travel time shall be taken into account in approving the mode of travel.

Out-of-jurisdiction reimbursement shall be by the most direct route and in the most reasonable and economical manner. Air travel will be reimbursed at coach or economy rates. Receipts for air travel are required. Rail, bus, subway and taxi travel will be reimbursed at their respective rates. Receipts are required for rail and intercity bus fees. Car rental will be reimbursed when it is reasonable and economical. Receipts for car rental are required. Parking and toll costs will be reimbursed.

### **Section E. Cell Phones**

The Employer will provide cellular telephones for work-related business for staff employed as field employees that are regularly scheduled to work at least .60 FTE (full-time equivalency).

Those employees that are regularly scheduled to work in the field less than .60 FTE, but at least .20 FTE, will be reimbursed up to fifteen dollars (\$15) per month for business use of their personal cellular telephone.

A cellular telephone shall be designated for Personal Health Services staff to be used while making home visits.

Cellular telephones issued by the Employer are for business use only.

Pagers will be discontinued.

### **Section F. Internet Connection**

The Employer will reimburse staff five dollars (\$5) per calendar month to offset business use of their home Internet service provided the staff member is expected to regularly transfer data as a normal part of their job duties with the Employer.

## **ARTICLE XVIII. WAGES**

### **Section A. Wage Increases**

Effective 1/1/13: 1% increase in base salary

Effective 1/1/14: 1% increase in base salary

Effective 1/1/15: 2.0% increase in base salary

Classification salary ranges will increase the same percent as the base salary increase.

### **Section B. Evening and Weekend Differential**

Public Health employees are paid at the employee's regular rate for all work actually performed from 4:30 p.m. to 8:30 p.m. If the employee actually works in excess of forty (40) hours in a work week, overtime rates govern.

Home Care registered nurses will be paid one and one-half (1.5) times the employee's regular hourly rate of pay for all unscheduled/on-call time in visits from 4:30 p.m. to 8:00 a.m.

### **Section C. Saturday / Sunday Premium Payments**

The Employer proposal includes continuation of the following current practice:

- Home Care nurses will be paid one dollar (\$1.00) per hour for visit-related activities during the hours of 8:00 a.m. to 4:30 p.m.
- All covered employees will be paid one and one-half (1.5) times the employee's regular hourly rate for all hours actually worked over forty (40) hours in a week (computed from 12:00 a.m. Sunday to 11:59 p.m. Saturday).

### **Section D. Employment Above the Entrance Level of Compensation**

In the event of recruitment difficulties and/or prior pertinent experience or exceptional qualifications of a candidate, the department head may employ an individual up to ten percent (10%) greater than the entrance level compensation for the position. Nurses, because of market factors, may be employed above the ten percent (10%). Non-nurse employees, because of market factors or special certification or training, may be hired above ten percent (10%) with Board of Health approval.

### **Section E. Bilingual Pay Stipend**

During the term of this Agreement, bilingual employees are eligible for an annual bilingual pay stipend provided the employee meets all of the following: (1) has successfully completed the initial probationary period; (2) is required to speak Spanish and English as an essential job function; (3) can act in this capacity in an independent manner; and (4) has been designated in writing by the Employer to serve in this capacity. The annual stipend amount shall be two hundred fifty dollars (\$250) per year for a full-time employee and one hundred twenty five dollars (\$125) per year for a part-time employee.

### **Section F. One-Time Signing Bonus**

Eligible employees who are actively employed as of the date of ratification of this Agreement shall be entitled to a one-time signing bonus in the following amounts:

- Full-time employee: \$200

- Part-time employee: \$100

This signing bonus will be payable on the next regular payday following the ratification date of this Agreement by both parties, in accordance with the normal payroll practices and subject to any legally required deductions.

**ARTICLE XIX.**  
**HOME CARE PRODUCTIVITY UNITS**

**Section A. Productivity Units: Home Health Care**

It is understood that the Home Care Program business needs fluctuate on a daily basis due to the nature of the business and the difference in patient needs. However, as a general rule, Home Care nurses are expected to achieve a regular monthly average of five and one-half (5.5) visit units per working day. Violation(s) of this productivity standard will be addressed in accordance with published work rules where appropriate.

**ARTICLE XX.**  
**HEALTH AND WELFARE AND PENSION BENEFITS**

**Section A. Health Insurance**

1. **Continuation of Coverage:** Continuing through December 31, 2015, the County shall continue to provide for seventy five percent (75%) of the cost of bargaining units' employees' health insurance. The Union agrees to continue to provide for twenty five percent (25%) of the premium cost, subject to the caps set forth below. In each year of the Agreement, the County shall furnish the Union with a summary cost for its twenty five percent (25%) share and the Union shall, in turn, prior to December 1 of each year, provide the County with the division of cost between its single members and family members. Such cost shall be derived and based upon the head count as of August 1 of each year.

2. **Insurance Coverage:** Effective upon ratification of this Agreement, the Employer will maintain in full force and effect the current (as of December 1, 2013) health, dental and life insurance plan benefits for all covered employees and their eligible dependents. The current and then-applicable summary plan description booklet for such benefits will be incorporated by reference as a general outline of insurance coverage for so long as said plan description booklet accurately reflects the current insurance coverage.

3. **Insurance Costs:** During the term of this Agreement, the County will continue to pay seventy five percent (75%) for the premium cost of employee coverage with the covered employees continuing to pay the remaining twenty five percent (25%) of the premium costs provided; however, effective through December 31, 2015, the employee's premium cost increases shall be capped at twenty percent (20%) per year.

4. **Carriers:** By entering into this Agreement, the Union and the affected employees acknowledge and agree that nothing contained in this Agreement will preclude the Employer from changing insurance carriers (or becoming self-insured) and/or reducing the level of insurance coverage(s) to reasonable amounts as determined by consideration of all of the factors involved in the extent of the change and the impact on premiums, etc. as a cost-containment

effort or otherwise, where there is a significant business need to do so provided, however, before making any adjustments to the coverage(s) or employee amount of premium payments, the Employer agrees to consult with the Union representatives on the Insurance Committee. In the event of an impasse in such negotiations, the issue of whether the change of coverage was "reasonable," as provided earlier in this Section, shall be subject to grievance arbitration in accordance with this Agreement.

5. Joint Insurance Committee: The Parties shall establish and maintain a Joint Labor-Management Committee. The Insurance Committee will consist of two (2) Union representatives covered under this Agreement, two (2) Union representatives from the DeKalb County Nursing and Rehabilitation Nursing Center, two (2) Union representatives from DeKalb County and four (4) Employer representatives. The Insurance Committee will study cost-containment provisions and it will explore proposals to expand health and ancillary benefits, as appropriate. The Insurance Committee also will review any problems with the claims administration of the current benefit plans, the cost of the current benefit plans and the enrollment process. The Insurance Committee will meet at least once per year prior to July 1 and on a quarterly basis upon advance scheduling at a mutually agreeable date and time.

6. Administration: In anticipation of likely changes to the insurance coverage(s) and premium amounts, the Employer agrees to meet and consult with the Insurance Committee members at least sixty (60) days prior to effective date of the insurance renewal to discuss the available alternatives and the anticipated increases in premium amounts. It is understood that, in the event of a grievance regarding this provision of the Agreement, the losing party shall be responsible for all costs and expenses incurred by both parties for the arbitration.

7. Buy-Out: The employees covered by this Agreement may choose to participate in the Employer's health insurance buyout plan under the same terms and conditions that apply to other County employees who are not covered by a collective bargaining agreement.

8. Claim Disputes: The extent of coverage under the group benefit policies referred to in this Article shall be governed by the terms and conditions set forth in said policies and plan documents. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy or plan document and shall not be subject to the grievance procedure set forth in the collective bargaining agreement. However, the Employer agrees to investigate any disputes over benefit plan coverage raised by employees and to assist employees in resolving such disputes with the appropriate insurance carrier or plan administrator. In addition, the Employer will aggressively enforce any contracts with insurance carriers or plan administrators to ensure that employees receive the benefits required under the relevant insurance contracts and/or plan documents.

9. Insurance Benefits while on Leave: Will be provided in accordance with the Family and Medical Leave Act of 1993 ("FMLA") as required by law so long as the employee continues to pay their portion of the premium payment and otherwise complies with their obligations under the FMLA while on leave.

10. Insurance Portability: The Employer will comply with the health insurance portability provisions of the federal Health Insurance Portability and Accountability Act of 1996 and applicable amendments.

## **Section B. Early Retirement Incentive Program**

In the event that the Employer elects to adopt an Early Retirement Incentive program, it will provide the Union advance notice prior to implementation of the program.

## **Section C. IMRF Retirement Benefits**

The Employer agrees to continue to comply with all applicable laws regarding the benefits, rights and obligations of the Illinois Municipal Retirement Fund provided in the Illinois Pension Code, Illinois Compiled Statutes, Chapter 40, as amended or superseded from time to time. It is understood and agreed that, in the event of a grievance regarding this provision, the losing parties shall be responsible for the costs and expenses incurred by both parties for arbitration.

## **Section D. Salary Savings Plan**

The Agreement shall reflect the current practices regarding the Deferred Compensation Plan under Section 457 of the Internal Revenue Code. As in the past, the Employer will continue its due diligence and good faith efforts to select a vendor to administer the plan in a manner that is consistent with the parties' mutual effort of providing employees with a broad selection of mutual fund and other investment options with a range of risks and returns. The Employer will also continue its practice of requesting that the Plan Administrator provide the covered employees a report of their respective account balances on a quarterly basis and the Employer will encourage the vendor to provide a program of employee education to help employees make informed investment decisions. It is understood and agreed that, in the event of a grievance regarding this Section, the losing party shall be responsible for the costs and expenses incurred by both parties for arbitration.

## **Section E. Life Insurance**

The Employer will continue to provide life insurance at the then-applicable County rate, as of ratification date.

## **Section F. Deferred Compensation Plan**

Most personnel are eligible to participate in the DeKalb County Deferred Compensation Program. The Plans call for a written agreement between the participating employee and the County providing for the deferral of a specified amount of current earned income and the payment of such deferred amount and all accumulations thereon at a later date, presumably after the employee's retirement or in the event of a personal catastrophe when the employee would be subject to a lesser income tax liability. The amount deferred is not included in the employee's income for income tax purposes at the time of earning, but rather will be taxable at the time of its ultimate distribution and then only taxable as to the amount distributed to the employee in each calendar year. The Plan affords the employee multiple options for the investment of deferred income until the amount deferred and all accumulations thereon are distributed. Basically, the Plan offers the employee the opportunity to design a supplemental retirement program based upon the benefits of investing pre-tax dollars and reducing current earned income for income tax purposes.

**ARTICLE XXI.**  
**EDUCATIONAL INCENTIVE BENEFITS**

**Section A. Full-time Educational Incentive Benefits**

Full-time personnel employed by the County for at least one (1) year shall be reimbursed up to five hundred dollars (\$500) per fiscal year for the cost of tuition and fees for approved courses taken at accredited institutions of learning. When available, a Northern Illinois University Tuition Waiver may be used in lieu of the five hundred dollars (\$500) per year reimbursement and subject to remaining conditions of benefit program.

**Section B. Part-time Educational Incentive Benefits**

Permanent part-time employees who work an average of fifteen (15) hours per week and have been employed by the County for at least one (1) year shall be reimbursed up to two hundred fifty dollars (\$250) per fiscal year for the cost of tuition and fees for approved courses taken at accredited institutions of learning.

**Section C. Reimbursement for Job-Related Courses**

Successful completion of such courses must be demonstrated prior to reimbursement. Courses for which reimbursement may be made shall be limited to those which can directly benefit the employee's job performance. Prior to enrollment in a course, the employee shall request approval from their division head. Reimbursement shall be contingent upon there being sufficient funds in the Departmental budget to provide reimbursement. Regardless of whether reimbursement is asked for, an employee may petition their division head for permission to attend beneficial courses during work hours. If the division head determines that the benefits to be derived by the employee and the County exceeds the detriment to effective and efficient operations, then the division head may excuse the employee from work to attend the course. The time absent from work shall be time without pay, vacation, or personal leave.

**Section D. Payback of Education Incentive Benefits**

Upon completion of a course for which educational incentive benefits were provided, the employee shall be required to provide six (6) months of service to the Employer. If the employee quits within that six (6) months, they shall reimburse the Employer the amount of the benefit.

**ARTICLE XXII.**  
**MISCELLANEOUS**

**Section A. Printing of Agreement**

The Employer shall have this contract printed and Bargaining Unit employees shall be provided a copy of such. Distribution will be through inter-office mail. The Union shall receive extra copies as they may require. The printing and distribution of this Agreement shall be done within sixty (60) days of its execution, if practical.

**ARTICLE XXIII.  
SAVINGS CLAUSE**

**Section A. Savings Clause**

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid or unenforceable by any court action board, agency or arbitrator, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

**ARTICLE XXIV.  
ENTIRE AGREEMENT**

**Section A. Entire Agreement**

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE XXV.  
TERM OF AGREEMENT**

**Section A. Term of Agreement**

This Agreement, as amended, when executed by the Employer and the Union, and approved by the DeKalb County Board of Health, shall become effective July 1, 2013, and shall remain in full force and effect until December 31, 2015 (retroactivity only if indicated). The Agreement shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least one hundred twenty (120) days prior to December 1, 2015 or the anniversary date of such yearly extension of a desire to amend or terminate it. The parties agree to attempt to resume good faith bargaining for subsequent agreements (if any) within ninety (90) days prior to the expiration of this Agreement.

**Attachment A**

**DEKALB COUNTY HEALTH DEPARTMENT**

**Work Schedule by Classification**

<b>Classification</b>	<b>Hours of Work</b> (See attached listing of regularly scheduled clinics after 4:30 p.m.)
Accounting Clerk A	37.5 hours per week, with some hours after 4:30 p.m.
Administrative Clerk C	37.5 hours per week, with some hours after 4:30 p.m.
Animal Control Officer	37.5 hours per week Performs on-call every other week for weekday evenings and weekends/holidays
Case Manager	37.5 hours per week, with some hours after 4:30 p.m.
Health Educator	Up to 37.5 hours per week
Hearing & Vision Technician	22.5 to 30 hours per week in accordance with school schedule Off in summer months
HIV Prevention Specialist	37.5 hours per week, with some hours after 4:30 p.m. Occasional weekend hours
Home Care Administrative Asst.	37.5 hours per week
Home Health — CNA	Up to 37.5 hours per week
Home Health — RN	37.5 hours per week for full-time Up to 37.5 hours per week for part-time Some employed to work every other weekend/ no on-call. Some assume on-call per an assigned schedule for weekday evenings and weekends/holidays Some assume weekend/holiday "helper"
LEHP	37.5 hours per week, with some hours after 4:30 p.m. Some weekend hours and one holiday per year
LEHP in Training/Sanitarian	37.5 hours per week, with some hours after 4:30 p.m. Some weekend hours and one holiday per year
Nutritionist	37.5 hours per week for full-time, with some hours after 4:30 p.m. Up to 37.5 hours per week for part-time, with some hours after 4:30 p.m.
Office Assistant B	37.5 hours per week
Public Health Associate	37.5 hours per week, with some hours after 4:30 p.m.
Public Health Nurse	37.5 hours per week for full-time, with some hours after 4:30 p.m. Up to 37.5 hours per week for part-time, with some hours after 4:30 p.m.
Secretary/Case Manager Asst.	37.5 hours per week, with some hours after 4:30 p.m.
Secretary/Clinic Aide	Up to 37.5 hours per week, with some hours after 4:30 p.m.
Secretary B	Up to 37.5 hours per week, with some hours after 4:30 p.m.
Senior Biller	37.5 hours per week

**Attachment A**

**DEKALB COUNTY HEALTH DEPARTMENT**

**Work Schedule by Classification**

**REGULARLY SCHEDULED CLINICS AFTER 4:30 P.M.**

**WIC**

3 clinics per month: clinics ending 7:30 p.m.

**Pediatric Services**

3 clinics per month: 2 Well Child clinics ending 8:00 to 8:30 p.m.

1 Immunizations clinic ending 7:00 p.m.

June through August only:

8 school physical clinics ending 8:00 p.m.

**Family Planning**

5 to 6 clinics per month, 2 clinics ending 7:30 to 8:30 p.m., 4 clinics ending 5:30 to 7:30

**Schedules (work days and work hours) are subject to change in accordance with business / operational needs of the Employer.**

IN WITNESS THEREOF, The Union and the DeKalb County Board of Health have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

FOR THE BOARD OF HEALTH AND  
HEALTH DEPARTMENT

Brenda Courtney  
Chm. Lmt

FOR AFSCME, COUNCIL 31, LOCAL 3537

Debbie Wallace  
Unit 2  
VEF 2. E/O  
Deborah Mikolowski  
Kenneth J. Anderson  
Mila Kadluch

Date Signed: January 22, 2014

### Letter of Understanding/Side Letter

**RE: Art. XIV § E—Vacation: Employee Separation/Return to Work  
Art. XIV § G—Sick Leave for Dependent Children**

It is understood between the parties that this collective bargaining agreement has been executed while the provisions and intent of Article XIV Section E (Vacation: Employee Separation/Return to Work) and Article XIV Section G (Sick Leave for Dependent Children) remain contested and in dispute. The fact that these issues remain unresolved as of the time of execution will not be construed against and/or in favor of either party and the fully executed agreement will be considered to be mutually drafted by the parties.

Should a dispute arise under either of these two contested provisions, during the term of this collective bargaining agreement, then the parties agree to submit the dispute to arbitration in accordance with the grievance procedure contained in the collective bargaining agreement, including the sharing of arbitrator and related costs involved.

Any decision rendered by an arbitrator on either of these contested provisions shall become final and binding upon the parties for the remainder of the term of the collective bargaining agreement. Any subsequent grievance(s) on either of these provisions after an arbitrator has provided adjudication on them will be strictly barred and management will be under no obligation whatsoever to entertain or process them.

FOR MANAGEMENT:

Karen Grush  
Tom Luu  
John [unclear]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

[Signature]  
Marla Spaduck  
Stacy [unclear]  
Linda Willett  
Nebojsa J. Mihalowski  
Corie Clapper  
Michelle [unclear]  
\_\_\_\_\_

## SETTLEMENT AGREEMENT

For and in consideration of the good and valuable consideration set forth below, DEKALB COUNTY HEALTH DEPARTMENT (the "Employer") and AFSCME COUNCIL 31 ("Union") voluntarily agree to settle and resolve all issues related to or arising out of the allegations stated in the ULP (as defined below). The parties agree:

1. The parties had a dispute concerning the amount of holiday pay benefits provided by the Employer to eligible regular part time employees during the period since the collective bargaining agreement between the parties became effective, on or about June 1, 2008. The Union filed an unfair labor practice charge with the Illinois Public Labor Relations Board (the "Board") relative to this same issue in Case No. S-CA-09-199 (the "ULP"). The Union agrees to withdraw the ULP charge from the Board and notify the Board of its desire that the ULP not be processed further as a material term of this Agreement.
2. The parties have agreed to enter into this Agreement in good faith to resolve the issues that were or could have been raised in the ULP.
3. The following language will be added to Section H of Article XIV of the CBA:

### Paid Holidays

All regular Part Time employees will be paid double time for scheduled hours worked on the Agency's designated and observed "major" holidays of New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and/or Christmas Day.

When Christmas, New Years or Fourth of July falls on Saturday or Sunday, the Agency observes Friday or Monday as the holiday. All regular Part Time employees will be paid double time for scheduled hours worked on Christmas Day - December 25, New Years Day- January 1, and the Fourth of July when these days actually fall on a Saturday or Sunday.

Part-time employees who have passed their probationary period and who work an average of fifteen (15) hours per week shall receive two (2) paid holidays per year. Memorial Day and Christmas Day. Eligibility for holiday pay shall be based on time worked for the thirteen (13) pay periods previous to the holiday.

A year-end holiday cash bonus for individuals employed twelve (12) months prior to the end of the fiscal year shall be paid. A cash bonus will be paid for New Years Day, Fourth of July, Labor Day, and Thanksgiving Day. This bonus will be calculated based on the employee's full-time equivalent percentage based on hours worked, times the (30) hours of holiday leave (see above), minus the hours paid at double time for working, times the employee's hourly rate.

4. The following language will be added to Section D Article XIV of CBA:

When Christmas, New Years, or Fourth of July falls on Saturday or Sunday, the agency observes Friday or Monday as the holiday. Full-Time employees working Christmas Day- December 25, New Years Day - January 1 and Fourth of July, when these days fall on

Saturday or Sunday, shall be paid double time for schedule hours worked, but do not receive equal time off on another day for hours actually worked.

- 6. This Agreement will become effective immediately upon execution by both parties. The parties agree and acknowledge that the Employer is not and shall not be obligated to pay any additional money, compensation or benefits to Employees based on the events that were or could have been raised in the ULP.
- 7. The Parties acknowledge that the Employer does not in any way, either directly or indirectly, admit to any violation of or liability under any law, regulation, policy or contract. The Parties also agree that neither this Agreement nor any of its terms may be introduced as evidence against the Employer in any other matter, except if necessary to enforce the terms hereof.
- 8. Attached as an Addendum is a Side Letter that will be distributed to the affected employees and incorporated by reference into the collective bargaining agreement by the Parties.

AFSCME COUNCIL 31

DEKALB COUNTY HEALTH DEPARTMENT

By: Catherine S. Samoylova

By: Karen Bush

Title: Legal Counsel

Title: Administrator

Date: October 8, 2009

Date: 10/8/09

SIDE LETTER

Section D Article XIV of CBA shall be revised to reflect:

**Full Time Employee / Holiday Pay**

When Christmas, New Years, or Fourth of July falls on Saturday or Sunday, the agency observes Friday or Monday as the holiday. Full-time employee's working Christmas Day-December 25, New Years Day - January 1 and Fourth of July, when these days fall on a Saturday or Sunday, shall be paid double time for scheduled hours worked, but do not receive equal time off on another day for hours worked.

Section H of Article XIV of CBA shall be revised to reflect:

**Paid Holidays**

All regular Part-time employees will be paid double time for scheduled hours worked on the Agency's designated and observed "major" holidays of New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and/or Christmas Day.

When Christmas, New Years, or Fourth of July falls on Saturday or Sunday, the agency observes Friday or Monday as the holiday. All regular Part time employees will be paid double time for scheduled hours worked on Christmas Day-December 25, New Years Day-January 1, and Fourth of July when these days fall on a Saturday or Sunday.

A year-end holiday cash bonus for individuals employed twelve (12) months prior to the end of the fiscal year shall be paid. A cash bonus will be paid for New Years Day, Fourth of July, Labor Day, and Thanksgiving Day. This bonus will be calculated based on the employee's full-time equivalent percentage based on hours worked times the (30) hours of holiday leave (see above) minus the hours paid double time for working, times the employee's hourly rate.

It is agreed to and understood that this Side Letter will be effective on the next regularly scheduled holiday celebrated by the Employer following the execution date of this Side Letter by both parties.

Agreed to by: Karen Gush Dated: 10/8/09  
FOR THE EMPLOYER

Agreed to by: Catherine Stymrak Dated: October 8, 2009  
FOR AFSCME

## MEMORANDUM OF UNDERSTANDING

The following Memorandum of Understanding ("MOU") is entered into this 29<sup>th</sup> day of November, 2010 between the DeKalb County Health Department and AFSCME, Council 31.

1. The terms of this MOU are the result of good faith bargaining by the parties.
2. Except as provided in this MOU, the terms of the parties' collective bargaining agreement dated June 1, 2008 through December 31, 2012 ("CBA") will govern.
3. The terms of this MOU are entered into on a non-precedent setting basis and will only be applicable to the employees who experience a lay off on 12/31/10 (the "Layoff Date").
4. As used herein, the phrase "affected employees" means only those employees who experience a layoff on 12/31/10 and satisfactorily perform their services to the Employer through the Layoff Date.
5. The Employer agrees to reimburse the affected employees at their regular hourly rate of pay for ten percent (10%) of their accrued but unused sick days which are remaining as of the Layoff Date.
6. The Employer agrees to reimburse the affected employees for the actual cost that the affected employees incur in obtaining COBRA insurance coverage for January 2011, February 2011 and March 2011, on the same basis as if the affected employees remained actively employed during those months. It is the responsibility of the affected employees to timely elect and comply with all applicable COBRA laws, including payment of the employee's share of the COBRA payment.
7. The Employer will provide all affected employees a written letter of reference confirming the employee's: (a) the dates of employment, (b) position(s) held, and (c) final salary. The reference letter shall be signed by the Department Director.
8. The Employer has asked the Deputy Administrator of the County of DeKalb to: (a) notify all County Department Heads of the existence of the layoff in the Health Department, (b) encourage them to post any vacancies on the County website (*Employment Opportunities link*) in a timely manner, and (c) consider the qualified Health Department employees who are affected employees for the vacanc(ies).
9. By entering into this MOU, the Parties agree and acknowledge that this MOU fully and finally completes all bargaining obligations between the parties relative to the impact or effects of the planned layoff of 12/31/10. As a result, both parties waive the right to file a grievance, claim or other form of challenge to the terms of this MOU.

10. This MOU shall not be introduced as evidence against either party in any grievance or arbitration or other hearing, except to enforce its terms.
  
11. The terms of this MOU are tentatively agreed to by the bargaining representatives of the Employer and AFSCME. It is understood and agreed that this MOU is not final or binding on either party until and unless authorized representatives of both parties have ratified and accepted these terms in all respects.

FOR THE EMPLOYER

Karen Bush

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed 11/30/10

FOR AFSCME

Katherine

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

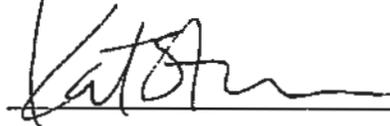
## MEMORANDUM OF UNDERSTANDING

The following Memorandum of Understanding ("MOU") is entered into this 19<sup>th</sup> day of December, 2012 between the DeKalb County Health Department and AFSCME Council 31.

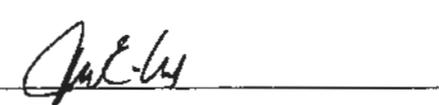
1. The terms of this MOU are the result of good faith bargaining by the parties.
2. Except as provided in this MOU, the terms of the parties' collective bargaining agreement dated June 1, 2008 through December 31, 2012 (the "CBA") will govern.
3. The terms of this MOU are entered into on a non-precedent setting basis and will only be applicable to the employees who experience a layoff on 12/31/12 (the "Layoff Date") due to the elimination of the Home Care Program.
4. As used in this MOU, the phrase "affected employees" means only those employees who experience a layoff on 12/31/12 from the Home Care Program and remain actively employed through the Layoff Date.
5. The Employer agrees to reimburse the affected employees at their regular hourly rate of pay for ten percent (10%) of their remaining accrued but unused sick days in the paycheck which will be issued on January 18, 2013. The CBA will govern issues such as accrual, caps and IMRF.
6. The Employer agrees to reimburse the affected employees at their regular hourly rate of pay for one hundred percent (100%) of their earned compensatory time bank amounts in the paycheck which will be issued on January 18, 2013.
7. The Employer agrees to reimburse the affected employee at their regularly hourly rate of pay for one hundred percent (100%) of their earned vacation time amounts in the paycheck which is issued on January 18, 2013. The CBA will govern issues such as accrual and carry over limits.
8. The Employer agrees to reimburse the affected employees for the actual cost that the affected employees incur in obtaining COBRA insurance coverage for January 2013, February 2013 and March 2013, on the same basis as if the affected employees remained actively employed during those months. It is the responsibility of the affected employees to timely elect and comply with all applicable COBRA laws, including payment of the employees share of the COBRA premium payment.
9. The Employer will pay to all part time affected employees the full amount of the 2012 holiday bonus payment. This payment will be paid to the affected part time employees in their regular paycheck issued on December 21, 2012.
10. The Employer will work with the Finance Office to help ensure that all travel reimbursement costs are mailed to the homes of the affected employees on January 17, 2013.

11. The Employer will provide all affected employees a written letter of reference confirming the employee's: (a) the dates of employment, (b) position(s) held, and (c) final rate of pay. The reference letter shall be signed by the Department Administrator.
12. During the period from the execution date of this MOU through the Layoff Date, the affected employees will be afforded the opportunity to use up to seven and one half (7.5 hours) of paid time off for the purpose of participating in interviews and/or other job search activities. Provided, however, the parties will work in good faith to ensure that time off under this Paragraph does not conflict with patient care obligations. Toward this end: (a) the employee will provide the immediate supervisor as much prior notice of the requested time off as is practicable (generally within 2 hours of the employee's knowledge of the need for such time off), (b) the employee must have obtained the supervisor's advance approval before using time off for this purpose (which approval will not be unreasonably withheld), and (c) in the event that there is an operational need (patient care) to deny a request due to multiple requests for the same time off, the request will be granted in accordance with seniority.
13. Upon request and written consent of the affected employees, the Employer agrees to release the contents of the employee's personnel file to a prospective employer.
14. By entering into this MOU, the Parties agree and acknowledge that this MOU fully and finally completes all bargaining obligations between the parties relative to the impact or effects of the planned layoff of 12/31/12 and the elimination of the Home Care Program. As a result, both parties waive any right to file a grievance, claim, charge or other form of challenge to the terms of this MOU.
15. This MOU shall not be introduced as evidence against either party in any grievance, arbitration, court or other legal or administrative hearing, except to enforce its terms.
16. The terms of this MOU are tentatively agreed to by the bargaining representatives other Employer and AFSCME. It is understood and agreed that this MOU is not final or binding on either party until and unless authorized representatives of both parties have ratified and accepted these terms in all respects.

FOR AFSCME



FOR THE EMPLOYER



SIDE LETTER OF AGREEMENT

This Side Letter of Agreement ("Agreement") is entered into this 20th day of December, 2012 by and between the County of DeKalb Illinois ("County") and AFSCME 3537 ("AFSCME"). The parties agree to the following:

1. The Vehicle Operation Policy ("Policy") which was adopted 6/20/12 shall cover all employees of the County who are represented by AFSCME but only to the extent it is consistent with the remaining provisions of this Agreement.

2. In the event that the County adopts a Form that is intended to be utilized by employees for compliance with this Policy, the County will provide a copy to AFSCME prior to the implementation date of the Form.

3. In the event that any employee can reasonably demonstrate that he/she is medically unable or otherwise physically challenged in his/her ability to complete the testing required by the Policy through the computerized method of testing, the parties agree that such employee may be entitled to a reasonable accommodation so that the testing can be performed verbally and/or through another method which is consistent with the overall purposes of the Policy. The type of accommodation will be addressed on a case by case basis considering all of the facts involved.

4. If an employee fails to satisfactorily complete any required testing on his/her first attempt, the employee will be afforded two additional opportunities within which to do so in any rolling thirty (30) day period. Thereafter, progressive discipline and/or transfer may occur (subject to any impact bargaining obligations that may apply, if any).

5. If an employee operates any County vehicle or conducts any business as an employee of the County while in violation of the County's drug and/or alcohol policy, he/she shall be subject to disciplinary action including termination if appropriate pursuant to the County's existing drug and alcohol policy. Before requiring any employee to submit to a drug and/or alcohol test pursuant to this Policy, the County will have reasonable suspicion that a violation of the County drug and/or alcohol policy may have occurred.

6. All AFSCME represented employees are covered by this Policy will have a period of time through June 30, 2013 within which to get in compliance with this Policy.

7. In the event that any elected official (or board) who is authorized to act with respect to the enforcement of this Policy makes any change to the Policy it will (a) first notify AFSCME of the change anticipated, and (b) bargain with the Union in the event it is required by law to do so.

8. No employee is authorized to operate any County owned vehicle unless the employee is legally authorized to do so and has a valid driver's license (to the extent it is required by law).

Henry H. Homan

Kurt St...

DATE 12 20 2012

Date: 12/21/12

**SIDE LETTER OF AGREEMENT**

The one full time employee referenced by the Union (without name) who is designated in writing by a physician as the "primary care giver" to a relative with a documented medical condition may use earned sick leave subject to the remaining provisions of Article XIV.

Jillie Walker  
DATE: 1-22-14

Kenneth. Ash  
DATE: 1/22/14

Amel  
DATE: 1-22-14

Marla Chudzik  
DATE: 1-30-14

V-F 2 h/p 8  
DATE: 1/22/14

Nehorab Michalowski  
DATE: 1-22-14

Brenda Courtney  
DATE: 1-22-14

Amel. Lhp  
DATE: 1-22-14