



**LABOR AGREEMENT BETWEEN**

**COUNTY OF DEKALB  
AND THE FOLLOWING DEKALB COUNTY ELECTED OFFICIALS**

**DEKALB COUNTY CLERK & RECORDER  
DEKALB COUNTY SHERIFF  
DEKALB COUNTY STATE'S ATTORNEY  
DEKALB COUNTY TREASURER**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES  
COUNCIL 31, LOCAL NO. 3537  
12/1/2008 TO 12/31/2012**

**TABLE OF CONTENTS**

	<u>PAGE</u>
PREAMBLE .....	1
ARTICLE I RECOGNITION.....	2
ARTICLE II MANAGEMENT RIGHTS.....	6
ARTICLE III UNION RIGHTS .....	7
ARTICLE IV NON-DISCRIMINATION AND EQUAL OPPORTUNITY .....	9
ARTICLE V NO STRIKE OR LOCKOUT .....	10
ARTICLE VI LABOR-MANAGEMENT MEETINGS .....	11
ARTICLE VII SAFETY AND HEALTH .....	12
ARTICLE VIII PERSONNEL FILES.....	13
ARTICLE IX DISCIPLINE.....	14
ARTICLE X GRIEVANCE PROCEDURE.....	16
ARTICLE XI HOURS OF WORK.....	20
ARTICLE XII SENIORITY, LAY OFF AND RECALL .....	22
ARTICLE XIII PERMANENT VACANCY.....	25
ARTICLE XIV TEMPORARY ASSIGNMENT .....	26
ARTICLE XV VACATION, SICK LEAVE AND HOLIDAY BENEFITS (PAID HOURS OFF SYSTEM) .....	27
ARTICLE XVI EXTRAORDINARY LEAVE BENEFITS .....	29
ARTICLE XVII SEXUAL HARASSMENT .....	32
ARTICLE XVIII PERSONAL PROPERTY AND UNIFORMS .....	34
ARTICLE XIX WAGES .....	35
ARTICLE XX OVERTIME WORK .....	37
ARTICLE XXI HEALTH AND WELFARE AND PENSION BENEFITS.....	39
ARTICLE XXII DUES CHECKOFF AND FAIR SHARE.....	42

ARTICLE XXIII INDEMNIFICATION ..... 44

ARTICLE XXIV MISCELLANEOUS ..... 45

ARTICLE XXV SAVINGS CLAUSE ..... 46

ARTICLE XXVI ENTIRE AGREEMENT ..... 47

ARTICLE XXVII TERM OF AGREEMENT ..... 48

**PREAMBLE**

This Agreement made and entered into effective on this 1st day of December 2008, by and between the County Board of DeKalb and certain elected officials of DeKalb County, hereinafter referred to as the "County" 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, the County has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to functions and obligations of the County to retain the right to operate the County government effectively in a responsible and efficient manner; and

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**

The Employer(s) recognize(s) AFSCME Council 31 for and on behalf of Local 3537 as the sole and exclusive Bargaining Agent for the purpose of establishing wages, hours, and other conditions of employment, for "employees" as defined in this Agreement.

**SECTION B**

Whenever used in this Agreement, the term "employee" shall mean persons occupying the Job Titles and Grades set forth in I and II below.

1. **AFSCME Unit "A"**: All full-time employees (30 hours per week) and regular part-time employees (10 hours per week) who occupy the following Job Titles and Grades in the Offices of the DeKalb County Clerk and Recorder, DeKalb County Coroner/ESDA, DeKalb County Treasurer, DeKalb County Sheriff and DeKalb County State's Attorney.
2. **AFSCME Unit "B"**: All full-time employees (30 hours per week) and regular part-time employees (10 hours per week) who occupy the following Job Titles and Grades in the Offices headed by the DeKalb County Chief Assessments Officer, DeKalb County Engineer, Deputy County Administrator, Facilities Management Director, Information Management Director, and Planning Director.
3. **EXCLUSIONS**: And further excluding supervisory and confidential employees, managers, guards, and short term employees as defined in Illinois Revised Statutes 1987, Chapter 48, Section 1603.
4. **ORGANIZATION TABLE**

**DEKALB COUNTY GOVERNMENT  
ORGANIZATIONAL TABLE - AFSCME POSITIONS**

<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>	<u>CLASS NUMBER</u>	<u>HAY GRADE</u>	<u># OF FUNDED POSITIONS</u>
<b>ASSESSMENTS</b>	Administrative Clerk C	5511	AC6	2.00
	Administrative Clerk C (Part -Time)	5511	AC6	1.00
	Chief Deputy of Assessments	5523	AA9	1.00
	Mapper/Appraiser I	5563	AA7	1.00
	Mapper/Appraiser II	5564	AA8	1.00
<b>CORONER/ESDA</b>	Secretary B position moved to State's Attorney			

**DEKALB COUNTY GOVERNMENT  
ORGANIZATIONAL TABLE - AFSCME POSITIONS**

<b>DEPARTMENT</b>	<b>CLASSIFICATION</b>	<b>CLASS NUMBER</b>	<b>HAY GRADE</b>	<b># OF FUNDED POSITIONS</b>
<b>COUNTY CLERK &amp; RECORDER</b>	Administrative Clerk B	5510	AC7	1.00
	Administrative Clerk C	5511	AC6	2.00
	Administrative Secretary	5515	AC8	1.00
	Chief Deputy Recorder	5527	AA9	1.00
	Office Assistant A	5567	AC5	2.00
	Office Assistant B	5568	AC4	1.00
<b>ELECTIONS</b>	Chief Deputy of Elections	5524	AA8	1.00
	Office Assistant A	5567	AC5	1.00
	Office Assistant B	5568	AC4	1.00
<b>FACILITIES MANAGEMENT</b>	General Maintenance	5555	AL9A	2.00
	Maintenance II	5556	AL10B	3.00
	Maintenance III	5557	AL10A	1.00
	Maintenance Supervisor	5560	AL12	1.00
	Offset Printer	5574	AA4	1.00
	Secretary B	5583	AC6	1.00
<b>FINANCE</b>	Accounting Clerk A	5505	AC7A	1.00
	Administrative Assistant	5507	AC7A	1.00
<b>HIGHWAY</b>	Administrative Clerk C	5511	AC6	1.00
	Clerk/Typist	5531	AC3	0.50
	Engineering Technician II	5542	AL10B	1.00
	Engineering Technician III	5543	AL11	3.00
	Permit/Inventory Tech III	5575	AL11	1.00
<b>INFORMATION MANAGEMENT</b>	Cartographer (Unfunded)	5520	AA8	1.00
	GIS Technician (Unfunded)	5553	AA8	1.00
<b>MICROGRAPHICS</b>	Office Assistant B	5568	AC4	2.00

**DEKALB COUNTY GOVERNMENT  
ORGANIZATIONAL TABLE - AFSCME POSITIONS**

<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>	<u>CLASS NUMBER</u>	<u>HAY GRADE</u>	<u># OF FUNDED POSITIONS</u>
<b>PLANNING &amp; ZONING</b>	Administrative Clerk A	5509	AC8	1.00
	Assistant Planner	5519	AA9	1.00
	Code Enforcement Technician	5580	AA8	1.00
<b>SHERIFF</b>	Administrative Secretary	5515	AC8	1.00
	Secretary B	5583	AC6	3.50
<b>STATE'S ATTORNEY</b>	Legal Secretary B	5551	AC7	7.00
	Victim/Witness Assistant	5589	AA7	1.00
<b>TREASURER</b>	Accounting Clerk A	5505	AC7A	1.00
	Administrative Clerk B	5510	AC7	1.00
	Chief Deputy Treasurer	5530	AA9	1.00
	Office Assistant B (Part -Time)	5568	AC4	1.00
<b>TOTAL</b>				<b>58.00</b>

**SECTION C**

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 6 months. While in probationary status, an employee shall not accrue seniority; provided that, upon completion of the probationary period, he will be credited with seniority from his first day of actual work on or after his date of hire or rehire, whichever is later. Probationary personnel shall have no seniority rights under this Agreement and may be disciplined or terminated by the Employer without recourse to the grievance procedure but shall be subject to all other provisions of this Agreement where specified for probationary employees.

At the sole discretion of the employer, an employee's probationary period may be extended an additional three (3) months, provided notice is given to the union before the expiration of the normal six (6) month probationary period.

**SECTION D**

The Union shall monthly, from the date of commencement of this Agreement, receive a list of new hires, terminations and any position changes of an employee whose position is covered under this Agreement.

**SECTION E**

It is the intent of the County that technological upgrades in the workplace should not necessarily result in the displacement of positions covered by this Agreement. Where technological changes take place that do not inherently call for a reduction in force in the existing job classifications and the duties and the responsibilities of incumbent employees remain essentially unchanged, the employers shall provide for the temporary retention of the existing employees by:

1. Establishing reasonable, attainable goals relative to performance standards associated with the new technology.
2. Providing for a training period of not less than six months, during which the employee shall strive to attain the goals established by the County relative to the new technology.
3. Where the technology is exceedingly complex and requires a significant attainment of new skills and/or abandonment of old, a second six month period may be provided by the County to finalize the upgraded of the incumbent employee's skills.

**SECTION F**

The County will issue a job description, job classification and personnel manuals to all current bargaining unit employees and all new hires employees. (See Miscellaneous, "Printing of Agreement.")

**SECTION G**

The Employer shall promptly notify the Union of its decision to implement any new classification pertaining to work of a nature performed by employees in the bargaining unit.

**ARTICLE II  
MANAGEMENT RIGHTS**

**RETENTION OF MANAGERIAL PREROGATIVES**

Except as expressly modified or restricted by a specific provision of the Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the County, including but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work, and retire employees; to set the standards of productivity, the products to be produced, and/or the services to be 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 County'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 County; 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, and all other units of the County; to issue, amend and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the County and to direct the County's employees. The County's failure to exercise any right, prerogative, or function hereby reserved to it, or the County's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the County'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.

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\* Requires thirty (30) days notice to Union prior to the implementation of the subject.

**ARTICLE III  
UNION RIGHTS**

**SECTION A**

Local Union representatives - Union officers, executive board members, stewards - after giving appropriate prior notice to, and receiving prior approval from, their Employers, shall be allowed reasonable time off with pay during working hours to attend grievance hearings, labor/management meetings, safety and health meetings and other activities established under the terms of this agreement and/or called by, or agreed to, by the Employers. Any time off with pay provided for under this Section shall be at the employees regular, straight-time hourly rate. Witnesses are not included because of the time off provision in the Grievance Article.

**SECTION B**

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 that said access does not substantially interfere with the operating needs of the Employer. By mutual agreement of the parties, and prior arrangement with the Employer, Union staff representatives may call a meeting during working hours to prevent, resolve, or clarify emergency matters.

**SECTION C**

Local Union representatives shall be allowed 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 Employers 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.

**SECTION D UNION STEWARDS**

The Union shall designate the Union stewards and representatives and shall supply a list of names in writing to the County Administrator.

There shall be one (1) designated steward for the Public Safety Building, the Courthouse, the Administration Building, the Legislative Center and the County Highway Department of Local 3537. The executive board, consisting of President, Vice President, Secretary and Treasurer, can also be used as stewards.

**SECTION E**

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

1. Administration Building - basement breakroom
2. Courthouse - basement breakroom
3. Highway Department - breakroom
4. Legislative Center - breakroom
5. Public Safety Building - basement breakroom & back door wall next to the existing MAP board

The boards shall be for the sole and exclusive use of the Union.

**SECTION F DISTRIBUTION OF UNION LITERATURE/SOLICITATION OF UNION BUSINESS**

During employee's non-working time, he shall be permitted to distribute non-inflammatory union literature to other non-working employees in non-work areas and in work areas during non-work hours. Solicitation of union business shall be permitted during non-working time.

**ARTICLE IV  
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, marital status, union activities and/or affiliation.

The parties recognize the Employer's obligation to comply with applicable Federal and State laws relative to equal employment and affirmative action.

**ARTICLE V  
NO STRIKE OR LOCKOUT**

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

During the term of this Agreement, there shall be no strikes, work stoppages or slow downs. Employee(s) who violate this Article may be discharged or otherwise disciplined by the Employer(s). The failure to confer a penalty in any instance is not a waiver of such right in any other instance.

Each employee who holds the position of officer or steward or committeeperson of the local Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In the event of a violation of this Section, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

**ARTICLE VI  
LABOR-MANAGEMENT MEETINGS**

The Employer representative shall meet as necessary with a Union Committee composed of a maximum of three (3) Representatives from Local 3537 (including one (1) from Council 31) with a two (2) week advanced notice for the sole purpose of discussion of the implementation and general administration of this Agreement and a sharing of general information of interest to the parties. The meetings shall be scheduled at a time, place and date mutually agreed upon but shall be conducted on the premises, during working hours. Items for the agenda may be submitted by the Employer or Union and a joint written agenda will be prepared by the Employer. The meetings shall be chaired by the Employer representative. These meetings shall be held no more than once per month. Safety and health items will be addressed at the Labor/Management meetings.

**ARTICLE VII  
SAFETY AND HEALTH**

**SECTION A**

The County's intent is to provide a safe and healthy workplace. The County agrees to comply with all safety laws applicable to its operations for employees covered by this Agreement. A Safety and Health Committee, consisting of two (2) members designated by the Union from among the employees and two (2) members designated by the Employer, shall be established. Committee meetings shall be scheduled at a time, place, and date mutually agreed upon but shall be conducted on the premises during work time. Items for the agenda may be submitted by the Employer or Union and a joint agenda will be prepared by the Employer. The meetings shall be held no more than once per month.

**SECTION B**

If an employee has probable cause to believe that his/her health and safety are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, he/she shall inform his/her Department Head, who shall have the responsibility to determine what action should be taken, including whether or not the job should be shut down.

**SECTION C PROTECTIVE EQUIPMENT**

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

Any such protective equipment given to certain employees for certain tasks and assignments shall similarly be given to all employees at different work sites performing the same tasks and assignments.

AFSCME members required to wear an ANSI approved safety vest shall receive one vest per fiscal year. The vests will be provided to members in January or upon an employee's entrance into a classification that requires the vests.

**SECTION D VIDEO DISPLAY TERMINALS (VDT)**

The Employer and the Union will attempt to keep current with monitoring studies and reports on the effects, if any, of the visual display terminals and their setting on the health and safety of the operators. The parties also agree to disseminate any relevant findings to the Health and Safety Committee.

**ARTICLE VIII  
PERSONNEL FILES**

The parties herein agree to abide for the terms of this Agreement by the provisions of "An act to permit employees to review personnel records; to provide criteria for the review; to prescribe the information which may be contained in personnel records....," P.A. 83-1104, 48 Ill. Rev. Stat. 1987, Par. 2001 through 2010 but expressly excepting Pars. 2011 and following.

**ARTICLE IX  
DISCIPLINE**

**SECTION A DEFINITION**

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- a. Oral reprimand;
- b. Written reprimand;
- c. Suspension (notice to be given in writing); and
- d. Discharge (notice to be given in writing).

Disciplinary action may be imposed upon a post probationary employee only for just cause. Such discipline does not limit the Employer to apply discipline based on the nature and severity of a case. An employee shall not be demoted for disciplinary reasons. Discipline shall be imposed as soon as possible.

**SECTION B MANNER OF DISCIPLINE**

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

**SECTION C PRE-DISCIPLINARY MEETING**

Pre-disciplinary meeting shall be held with Employee and Union representatives present. Prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall notify the Union of the meeting and then shall meet with the employee involved and inform him/her of the reasons for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. Employees shall be informed of their rights to Union representation and shall be entitled to such, if so requested by the employee. The employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline.

**SECTION D ORAL REPRIMANDS**

In cases of oral reprimands, the supervisor must inform the employee that he/she is receiving an oral reprimand and inform the employee of their right to Union representation. The employee shall also be given reasons for such discipline, including any names of witnesses and copies of pertinent documents.

**SECTION E NOTIFICATION AND MEASURE OF DISCIPLINARY ACTION**

In the event disciplinary action is taken against an employee, the Employer shall promptly furnish the employee and the Union in writing with a clear and concise statement of the reasons therefore. But once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

**SECTION F REMOVAL OF DISCIPLINE**

Any warning or discipline imposed, which is not related to harassment, discrimination, and/or violence, shall be automatically removed from an employee's record one (1) year from the date of offense, if there has been no recurrence of the same conduct giving rise to the warning.

Discipline related to harassment, discrimination, and/or violence shall be removed from an employee's personnel record two (2) years after the date of issuance if there has been no recurrence of the same or similar type of misconduct.

**SECTION G POLYGRAPH**

No employee shall be required to take a polygraph examination for the life of this Agreement.

**ARTICLE X  
GRIEVANCE PROCEDURE**

**SECTION A GRIEVANCE**

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, performances, termination or any alleged breach thereof.
2. All employees covered by this Agreement are entitled to Union representation at each and every step of the grievance procedure, and the Union is entitled to be involved at each and every step of all grievances pertaining to the bargaining unit at each and every step.

**SECTION B TIME LIMITS**

1. Grievances may be withdrawn at any step of the Grievance Procedure without prejudice. Grievances not appealed within designated time limits will be treated as a withdrawn grievance.
2. The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.
3. 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 STEPS**

1. IMMEDIATE SUPERVISOR

The employee and/or the Union shall orally raise the grievance with the employee's supervisor. The employee shall inform the supervisor that this discussion constitutes the first step of the grievance procedure. All grievances must be presented not later than five (5) working days from the date that the grievant became aware of the occurrence giving rise to the complaint. The immediate supervisor shall render an oral response to the grievance within five (5) working days after the grievance is presented. If the oral grievance is not resolved at Step 1, the immediate supervisor shall sign the written statement of the prepared grievance prepared for submission at Step 2 acknowledging discussion of the grievance.

2. DEPARTMENT HEAD

In the event the grievance is not resolved in Step 1, it shall be presented in writing by the Union to the Department Head or his/her designee within five (5) working days from the receipt of the answer or the date such answer was due, whichever is earlier. Within five (5) working days after the grievance is presented to Step 2, the Department Head shall discuss the grievance with the Union. The Department

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

3. COUNTY ADMINISTRATOR

If the grievance is still unresolved, it shall be presented by the Union to the County 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 earliest. Within five (5) working days after receipt of the written grievance, the parties shall meet or hold other discussions in an attempt to solve the grievance unless the parties mutually agree otherwise. The County Administrator or designee shall give his/her written response within five (5) working days following the meeting.

4. ARBITRATION

a. 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 Article X of this Agreement and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union serving the Employer with written notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section within ten (10) working days after the written answer of the Employer at Step 3 of the grievance procedure set forth in Article X of this Agreement shall constitute a waiver of the Union'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.

b. Selection of Arbitrator

Not later than ten (10) working days after the Union serves the Employer 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 five (5) 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 a 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.

**c. 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 of wage structure. 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.

**d. Fee and Expenses of Arbitration**

The fee and expenses of the Arbitrator shall be divided equally by the Employer and the Union. The employer shall be responsible for compensation and the employee grievant(s) and the Employee witness(es) that are necessary to the arbitration process; provided, however, that said compensation shall be given only during arbitration proceedings that occur during the regularly scheduled work hours of the employee(s).

**e. Pre-Decision Settlement**

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.

**f. Implementation**

The arbitrator's award shall be made 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, unless the parties agree to an extension. The award shall be in writing and signed by the arbitrator. The arbitrator shall deliver a copy to each party personally or by registered mail, unless the parties mutually agree otherwise.

**SECTION D ADVANCED GRIEVANCE STEP FILING**

Grievances concerning suspensions and/or 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 E TIME OFF**

Time Off: The grievant(s) and/or designated Union representative will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. A grievant who is called back on a different shift or on his/her day off as a result of the Employer scheduling a grievance meeting shall have such time spent in the meeting considered as time worked. Witnesses whose testimony is necessary to the Union's presentation or argument will be permitted reasonable time off to attend grievance meetings called and/or approved by the employer and/or to respond to the Union's investigation. Compensation for Union witnesses shall be initially charged against individual, available paid hours off (PHO's), and if unavailable, compensated at the employee's regular, straight-time hourly rate of pay. All time off requests will not be reasonably denied and will take into account the operational needs of the Employer.

**SECTION F ROOM/TELEPHONE**

Meeting Space and Telephone Use: Upon request, the employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance; and, upon prior general approval, shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances.

**Pertinent Witnesses and Information**

The Union may request the production of specific documents, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials. Pertinent witnesses will be allowed such time off if it does not substantially interfere with the operational needs of the Employer.

**ARTICLE XI  
HOURS OF WORK**

**SECTION A PURPOSE OF ARTICLE**

The sole purpose of this article is to provide a basis for the computation of straight time, overtime, and other premium wages, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the County to any employee of a minimum or maximum number of hours of work per day, per week, or per year. The County's pay records, practices and procedures shall govern the payment of all wages. Employees are expected to work the hours dictated by their work schedules including overtime hours as needed.

**SECTION B WORKWEEK**

The workweek shall consist of seven (7) days beginning immediately after 12:00 midnight on Saturday and ending at 12:00 midnight the following Saturday.

**SECTION C REGULAR WORKWEEK**

The regular workweek shall consist of forty (40) hours of work within the workweek or as currently scheduled within the departments and offices herein as outlined below.

**SECTION D WORKDAY**

A workday is a period of twenty-four (24) consecutive hours beginning immediately after midnight of one day and ending at midnight on the following day.

**SECTION E REGULAR WORKDAY**

A regular workday shall consist of eight (8) hours of actual work in a workday or as currently scheduled within the departments and offices herein as outlined below (actual starting times may vary):

**HOURS OF WORK**

	<b>8:30-4:30</b>	<b>1 Hour Lunch</b>
County Clerk & Recorder Office	Elections Office	Finance Office
Planning & Zoning Office	Treasurer's Office	Micrographics Office
State's Attorney's Office	Sup.of Assessments Office	
	<b>8:00-4:30</b>	<b>1/2 Hour Lunch</b>
Facilities Management Office	Coroner/ESDA Office	

Sheriff's Department	<b>8:00-5:00</b>	<b>No Lunch</b>
Information Management Office	<b>8:00-5:00</b>	<b>1 Hour Lunch</b>
Highway Department – Engineering Technicians & Office Staff	<b>7:00-3:30</b>	<b>½ Hour Lunch</b>

**ARTICLE XII  
SENIORITY, LAY OFF AND RECALL**

**SECTION A DEFINITION**

Seniority is defined for the purposes of this Agreement, as the employee's length of continuous fulltime service with that Employer, since the employee's last date of hire with that Employer.

**SECTION B APPLICATION OF SENIORITY**

In the application of seniority and ability in promotions, filling of permanent openings in classifications, lay off and recall, seniority shall be the determining factor within the specific job classifications within the Department when among qualified employees within such classification, their qualifications, skill and ability to perform the work is substantially equal. When applying this principle of seniority within classification and ability, the Employer's decision shall be made in good faith and shall not be arbitrary or capricious.

**SECTION C TERMINATION OF SENIORITY**

Seniority shall be terminated when an employee:

1. resigns or otherwise quits;
2. is discharged for cause (however, if such discharge is reversed through the grievance procedure, the issue of seniority is subject to the remedy attained within the grievance procedure);
3. retires;
4. does not return to work from layoff within three (3) working days after being notified to return, except when such failure to return to work is due to circumstances beyond the employee's control and the Employer was notified prior to the tolling of the three (3) day period;
5. has been absent from work three (3) consecutive days without notifying the Employer, except when the failure to notify is due to circumstances beyond employee's control.

In cases of seniority loss, the Employer shall issue written notification to the employee at their last known residence of such loss and that employment is terminated, with a copy of such forwarded to the Union Representatives.

**SECTION D 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. The Employer shall, upon request, grant a probationary employee an oral evaluation after three (3) months of service.

**SECTION E SENIORITY ROSTER**

The Employer shall maintain, post and keep current within each department covered by this Agreement, a seniority roster by classification. The Union Representative shall be provided a copy of the seniority roster on the date of posting, which shall be no less than annually. Additionally, the Employer agrees to provide a copy of the New Employee Release Form to all new employees (attached as an Exhibit appearing at page 52). The union is responsible for the collection (if any) of the completed forms from the employees.

**SECTION F LAYOFF**

The Employer in its discretion shall determine whether layoffs are necessary unless it is clearly established that such a determination is arbitrary. Such layoffs shall not take effect until the expiration of an appropriate forty-five (45) calendar day notice period to the employees effected. For lack of funds layoffs, the county shall make all requested financial records available to the Union.

Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, employees shall be laid off in the following order within the specific departmental job classifications wherein layoff is being experienced.

1. temporary employees; seasonal employees; provisional employees;
2. probationary employees;
3. part-time employees included in the bargaining unit affected (provided all part-time employees are able to take on full-time permanent positions. Employees will be able to get part-time position back when position becomes available) and;
4. in the event of further reductions in the labor force, employees shall be laid off from the affected classification in accordance with their seniority and their ability to perform the remaining work available without further training. When two (2) or more employees have relatively equal experience, skill, ability, and qualifications to do the work without further training, the employee(s) with the least seniority shall be laid off first.

**SECTION G RECALL**

Employees who are laid off shall be placed on a departmental recall list for a period of two (2) years. If there is a recall, employees who are still on the departmental recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without substantial further training. If an employee is recalled to a position in 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 on the departmental recall first who are presently qualified to perform the departmental work in the affected job classification and are willing to be recalled to said classification.

**SECTION H RECALL NOTICE TO EMPLOYEES**

Employees eligible for recall shall be given ten (10) working days notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union Representatives, provided that the employee must notify Employer of his/her intention to return within three (3) days after receipt of notice of recall. 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, it being the obligation and responsibility of the employee to provide the Employer with his/her latest mailing address.

**ARTICLE XIII  
PERMANENT VACANCY**

**SECTION A PERMANENT VACANCY**

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

**SECTION B POSTING**

Whenever a permanent 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.

**ARTICLE XIV  
TEMPORARY ASSIGNMENT**

The Employer may temporarily assign employees to perform the duties of a position classification in an equal, lower or higher salary pay grade on the same or different shift and/or work schedule in the situations and within the time limits set forth in Section 2 below.

The time limits, if applicable, for filling a temporary vacancy are set forth in this section in terms of workdays or calendar month. The time limits set forth herein may be extended by mutual agreement of the parties:

1. While the Employer posts and fills a permanent job vacancy for a period of 30 days from date of posting.
2. While the absent incumbent is on scheduled days off.
3. While an absent incumbent is utilizing sick leave or accumulated time (vacation, holidays, personal days).
4. While an employee is off as the result of a work connected injury or disease.
5. Up to 30 workdays in a six month period while the employee entitled to work in that position classification is on layoff or on disciplinary suspension.
6. While the absent employee is attending required training classes.
7. Up to 6 months while an employee is on illness, injury, maternity, union, educational or jury leave of absence.
8. Up to 30 workdays in a 12 month period for other leaves of where there is a temporary change in work load, or other reasonable work related circumstances.

For temporary assignments of three (3) or less workdays (workday being defined as per the scheduled work hours of assignment (see Hours of Work) in a calendar month period) the Employer will not be required to pay the employee the higher rate. For such assignments of more than three (3) workdays in the calendar month the employee will be paid the entry level pay rate for the temporary assignment position or 10% beyond the employee's regular hourly rate, whichever is greater. Temporary assignments may be made in whole day increments only, but may be pro-rated by up to three (3) people.

**ARTICLE XV  
VACATION, SICK LEAVE AND HOLIDAY BENEFITS  
(PAID HOURS OFF SYSTEM)**

**SECTION A GENERAL**

Non-exempt, classified employees are eligible for time away from the job through the Paid Hours Off (PHO) system. Included in this employee benefit are vacation days, holidays, and sick days.

**SECTION B HOLIDAY SCHEDULE**

The holiday schedule for County employees shall be the holiday schedule set by the Chief Judge of the 16th Judicial Circuit for court-related functions.

**SECTION C VACATION**

Leave for vacation purposes shall be arranged with due regard for the operating needs of the County. Each department head is responsible for vacation scheduling within his or her department that shall best meet and reconcile vacation preferences of employees with County work.

**SECTION D EARNED BENEFITS**

1. Classified employees shall earn hours of paid time off in accordance with the following:

**HOURS EARNED PER PAY PERIOD (26 PER YEAR)  
FOR CONTINUOUS YEARS OF EMPLOYMENT**

6 Months - 4 Years of Employment: .1270 hours per hour of work

5 Years - 14 Years of Employment: .1443 hours per hour of work

15 Years and Above: .1616 hours per hour of work

Annual accrual is computed as follows: Bi-weekly hours x (.1270 or .1443 or .1616) x 26 = Annual PHO Accrual

2. No Paid Hours Off may be earned or used until an employee has completed his/her sixth month of employment with the County Government. However, provided an employee is scheduled to work fifteen (15) or more hours per week, an employee shall be paid for any scheduled holiday where loss of pay would occur providing they are on the job the scheduled working day before and after such holiday.

3. Upon termination of at least six months continuous employment, and with at least 14 calendar days of advance notice in writing, an employee who was hired on or before February 29, 1988, shall be paid for any accumulated PHO benefits up to a maximum of 60 days at the regular rate of pay for the employee's last scheduled workday; employees hired on or after March 1, 1988, will accumulate PHO's at the same rate as other employees, but will be eligible to be paid for said PHO's on a basis of one hour of pay for each two PHO's. Payment shall be at the regular rate of pay for the employees last scheduled workday.

**SECTION E ADMINISTRATION**

The Finance Office shall prescribe forms and procedures for the effective administration of the PHO system.

**SECTION F GRANTED BENEFITS**

With the consent of the department head, an employee may accumulate PHO benefits in addition to those for which the employee can be paid upon termination. Such additional, accumulated PHOs may be used at the discretion of the department head for reasons of illness and personal emergency only. However, under no circumstances shall an employee accumulate non-compensable PHO benefits in excess of 15 days.

**ARTICLE XVI  
EXTRAORDINARY LEAVE BENEFITS**

**SECTION A GENERAL**

The employee is entitled to a leave of absence with remuneration under the following extraordinary conditions:

- Death of a member of the immediate family as defined,
- Summoned to report for service on a petit, coroner's or grand jury, and
- Ordered to active duty for training as a member of the Reserves or National Guard.

**SECTION B FUNERAL LEAVE**

In the event of death in the immediate family of an employee, the employee shall be granted a leave of absence with pay and benefits for a period of three (3) workdays. The employee shall be able to take an additional two workdays leave for which an employee may use PHO's or if no PHO's are available the employee may use unpaid leave. The immediate family is defined as follows:

Immediate Family - Three (3) Day Leave:

- |               |                   |
|---------------|-------------------|
| Father        | Brother           |
| Step-father   | Step-brother      |
| Mother        | Sister            |
| Step-mother   | Step-sister       |
| Mother-in-law | Son               |
| Father-in-law | Daughter          |
| Guardian      | Son-in-law        |
| Husband       | Daughter-in-law   |
| Wife          | Grandparents      |
| Step-son      | Grandchildren     |
| Step-daughter | Significant Other |

A leave in addition to the specified duration may be approved by the department head under special circumstances.

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) months prior to the death. Documents which demonstrate that the parties lived together and/or owned property together for at least 6 months 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. The County will comply with all current State and Federal laws pertaining to other types of active duty assignments.

The Employer agrees to adopt the optional Military Service Credit Program for the IMRF by enacting the IMRF's written resolution regarding this program. It is understood and agreed that this provision cannot be the basis of a grievance.

**SECTION D MATERNITY LEAVE**

Pregnancy is considered a disabling condition but not for any fixed period of time. On the opinion of a Medical Doctor (M.D.) that an employee's pregnant state and that the regularly required duties of her position are incompatible, the Department Head shall grant maternity leave. Maternity leave, as any other leave for illness or temporary disability, shall first be charged to accumulated and unused Paid Hours Off and, if this is insufficient, to general leave of absence as needed to continue the employee in leave status until she is able to return to work. The County will be bound by the current rules of Title VII and the Pregnancy Discrimination Act and any subsequent amendments thereto. Pregnancy is treated as any other disabling condition.

**SECTION E JURY LEAVE**

Employees required to report for jury duty or jury service shall be paid the difference between their salary and the amount they receive for jury duty.

**SECTION F FAMILY AND MEDICAL LEAVES**

The Employer and the Union will comply with the Family and Medical Leave Act of 1993. The Union will follow current County Family and Medical Leave Act Policies.

**SECTION G OTHER EXTRAORDINARY LEAVE**

A full-time employee, after two continuous years of service with the County Government, may request a general leave of absence from a Department Head for no longer than twelve (12) months. It is the responsibility of the Department Head to determine whether the granting of such leave shall result in a disruption in the operation of the Department involved. Such leave shall be without compensation.

An employee shall accrue no benefits during such leave of absence. An employee may maintain, during such leave, health insurance as prescribed by the policy in effect on the initial day of leave and IMRF coverage, provided the employee reimburses the County Government the total cost of these benefits. The employee is not eligible to receive payment for accumulated paid time off benefits at the beginning of such authorized leave of absence.

At the end of the leave of absence, the employee shall be returned to a like position within the Department from which the employee took leave.

**ARTICLE XVII  
SEXUAL HARASSMENT**

**SECTION A POLICY**

It is agreed by the Employer and the Union to provide an employment environment free of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communications deemed to constitute sexual harassment, as defined and otherwise prohibited by federal and state statutes, regulations, and guidelines. The Employer condemns workplace sexual harassment, and sexual harassment will be grounds for immediate discipline up to and including termination.

**SECTION B DEFINITION OF SEXUAL HARASSMENT**

The Equal Employment Opportunity Commission (EEOC) has issued guidelines interpreting the Civil Rights Act of 1964's (Title VII) sexual harassment prohibition. Sexual harassment is defined in these guidelines as follows:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term of condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

**SECTION C MANAGEMENT RESPONSIBILITY**

It is the responsibility of all management personnel, at all levels, including those persons serving temporarily as supervisors and foremen, to enforce the Employer's sexual harassment policy. Management personnel who fail to enforce this policy strictly and promptly may also be subject to disciplinary action up to and including termination.

**SECTION D TIMELINESS FOR INITIATING COMPLAINTS OF SEXUAL HARASSMENT**

There shall be no express time limits for initiating complaints of sexual harassment; however, every effort should be made to file the complaint as soon as possible, preferably within 48 working hours after any incident occurs, while the facts and potential supporting witness statements are readily available.

**SECTION E PROCEDURE FOR INITIATING COMPLAINTS**

The following procedure shall apply in initiating a sexual harassment complaint:

A grievance involving an alleged violation of this Article shall be submitted directly to the THIRD step of the grievance procedure, and the grievant shall be represented by the Union. A grievance hearing shall be promptly scheduled.

**ARTICLE XVIII  
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:

**Maximum Annual Dollar Limitations**

<u>Property</u>	<u>Dollar Replacement</u>
Clothing, etc. up to	\$60.00
Eyeglasses, Contacts, up to	\$110.00

**SECTION B UNIFORMED PERSONNEL**

For the Departments that have Uniformed personnel (including the Sheriff's department personnel), they will continue to be uniformed by the County. For the Departments that provide the cleaning service, they will continue that service.

**SECTION C CLOTHING ALLOWANCE**

1. Facilities Management Maintenance Personnel, and the Engineering Technicians and Permit and Inventory Control Technician at the Highway Department shall receive an annual uniform allowance in lieu of actual uniforms in accordance with the following schedule:

\$400.00 per year effective January 1, 2009	\$420.00 per year effective January 1, 2011
\$410.00 per year effective January 2, 2010	\$430.00 per year effective January 1, 2012

2. In addition to normal work attire, the uniform allowance may also be used for the following additional items: winter coat, rain coat, and safety colored T-shirts (when required).
3. Facilities Management maintenance personnel shall be responsible for reporting to work in a clean and pressed (if necessary) denim shirt, denim jeans, and work boots.
4. Upon presentation of receipts, such allowance will be paid via a reimbursement check through a regular claims cycle during the fiscal year. It may also be billed directly to the County to be paid through a regular claims cycle during the fiscal year.

**ARTICLE XIX  
WAGES**

**SECTION A WAGES**

Effective December 1, 2008, all AFSCME wages will increase 2%.

A \$100.00 signing bonus shall be paid to all AFSCME members upon ratification of this agreement.

Effective January 1, 2010, all AFSCME wages will be increased 2%.

A second \$100.00 signing bonus shall be paid to all AFSCME members in year two of this agreement. Management will pay this second bonus to all AFSCME members on the first payroll check issued in 2010.

Effective January 1, 2011, all AFSCME wages will increase 2%.

Effective July 1, 2011, all AFSCME wages will increase 1%.

Effective January 1, 2012, all AFSCME wages will increase 2%.

Effective July 1, 2012, all AFSCME wages will increase 2%.

Nothing contained in this Agreement is intended to alter the current method of deducting amounts from employee compensation mandated now or at any time during the course of this Agreement by federal or state statute or regulation. These items include, but are not limited to the following: Federal and State income tax, FICA payments, IMRF contributions, or voluntary insurance contributions. In addition, nothing contained in this Agreement is intended to prevent the deduction from an employee's wages of any amount for any purpose under the terms of an order of a court or competent jurisdiction.

**SECTION B LONGEVITY**

All covered employees shall receive monthly Longevity payments pursuant to the following schedule. Service shall be computed from the starting date of the most recent continuous employment relationship. All changes in employee placement on the Longevity schedule shall be made effective June 1st of each year of this agreement. Changes in placement on the Longevity schedule shall be based on completed full years of service as of 6/ 1/ of each year of this agreement. Initial placement shall be for employees at the start of their fifth (5th) full year of completed service as of 6/ 1/. Longevity for part-time employees shall be pro-rated according to the following formulas: if an employee is in an insurance eligible position, 100% of longevity will be paid; if 20 hours or less are worked in a pay period, no longevity will be paid; otherwise 50% of longevity will be paid.

**AFSCME LONGEVITY PLAN**  
**Sycamore & Highway Campuses**  
**12/01/2008 – 12/31/2012**

<b>Full Years Of Service As of June 1</b>	<b>Pay Period Amount (26 pays/year)</b>	<b>Annual Amount</b>
1	0	0
2	0	0
3	0	0
4	13.54	352
5	15.35	399
6	18.16	472
7	19.97	519
8	22.77	592
9	24.58	639
10	27.39	712
11	29.20	759
12	32.00	832
13	33.81	879
14	36.62	952
15	38.43	999
16	41.24	1,072
17	43.04	1,119
18	45.85	1,192
19	47.66	1,239
20	50.47	1,312
21	62.27	1,619
22	65.08	1,692
23	66.89	1,739
24	69.70	1,812
25	71.50	1,859
26	74.31	1,932
27	76.12	1,979
28	78.93	2,052
29	80.74	2,099
30	83.54	2,172
31	85.35	2,219
32	88.16	2,292
33	89.97	2,339
34	92.77	2,412
35 or more	94.58	2,459

**ARTICLE XX  
OVERTIME WORK**

**SECTION A OVERTIME**

Subject to Article XI, Hours of Work, the County shall determine when and by whom overtime will be worked.

Compensation at one and one-half (1½) time the hourly rate will be paid.

For time worked in excess of forty (40) hours within a seven-day period beginning Sunday and ending Saturday.

For time worked in excess of eight (8) hours in a day when regularly scheduled work hours do not exceed eight (8) hours per day based on a five-day workweek.

For time worked in excess of regularly scheduled hours in a day when the employee is called back to work after completing the regularly scheduled work period.

For full-time personnel (as defined in Article I, Section B) required to work in excess of a regularly scheduled workweek (as defined in Article XI) on a non-scheduled workday.

**SECTION B CALL BACK**

A call back is defined as an official assignment of work which does not continually precede or follow an employee's regularly scheduled working hours.

An employee called back to work after having completed his/her normal shift shall receive a minimum of three (3) hours of overtime pay, as defined in Section C (holiday work) below. Employees may be assigned other duties within their department to fulfill the three (3) hour minimum call back. No travel time will be compensated under this provision.

Once eight (8) hours have been worked, PHO's may still be used for time off during the period that represents normal working hours for that day; but only if such time off was scheduled prior to being called in.

**SECTION C HOLIDAY WORK**

Compensation at two (2) times the hourly rate will be paid:

AFSCME Members will receive two (2) times their hourly rate when working any of the following five (5) major holidays: New Year's Day, July 4th, Labor Day, Thanksgiving, and Christmas.

Compensation at one and a half (1.5) times the hourly rate will be paid for all hours worked on a holiday, except for the five major holidays noted above.

**SECTION D COMP TIME**

An employee may exchange paid overtime for compensatory time off if his supervisor or department head, or both, recognize this practice and agree to the arrangement prior to the performance of overtime. If a department head agrees to use compensatory time off in lieu of payment for overtime, accumulation shall be limited to 80 hours per person in any given year. As of November 30 of each year, employees, who have compensatory time off on the books, shall be compensated for that time at their current rate. No PHOs may be used until all available compensatory time off has been exhausted. A pay period is a two-week period beginning at 12:01 a.m. April 14, 1985 and ending at midnight April 27, 1985 and each subsequent two-week period. The decision of the department head shall be final. If compensatory time off is used as the method of paying for overtime, the overtime rate of pay will be one and one half hours of compensatory time off for each hour of overtime worked.

**SECTION E ON CALL**

Facilities Management Maintenance personnel who are scheduled to serve in “on-call” status shall be compensated for their “on call” time at the following rates:

- \$125.00 per week in calendar year 2009
- \$140.00 per week in calendar year 2010
- \$150.00 per week in calendar year 2011
- \$160.00 per week in calendar year 2012

**ARTICLE XXI  
HEALTH AND WELFARE AND PENSION BENEFITS**

**SECTION A INSURANCE COVERAGE**

Effective upon ratification of this Agreement, the Employer will maintain in full force and effect the current 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.

**SECTION B INSURANCE COSTS**

During the term of this Agreement, the County will continue to pay 75% for the premium cost of employee coverage with the covered employees continuing to pay the remaining 25% of the premium costs. Provided, however, increases to the employee's premium costs shall be capped at fifteen percent (15%) per year. In each year of the agreement, the County shall furnish the Union with a summary cost for its 25% share and the Union shall, in turn, prior to December 1st 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 headcount as of August 1st of each year.

**SECTION C 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.

**SECTION D JOINT INSURANCE COMMITTEE**

The Employer will maintain an "Insurance Committee" with representatives from each of the major employee groups in the County. This AFSCME unit will have one (1) representative on the Insurance Committee. 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 each calendar year prior to July 1<sup>st</sup> and more often as necessary.

**SECTION E 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.

**SECTION F 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.

**SECTION G 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 assure that employees get the benefits required under the relevant insurance contracts and/or plan documents.

**SECTION H 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 his/her portion of the premium payment and otherwise complies with his/her obligations under the FMLA while on leave.

**SECTION I 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 J EARLY RETIREMENT INCENTIVE PROGRAM**

In the event that the Employer elects to adopt such a program, it will provide the Union advance notice prior to implementation of the program.

**SECTION K IMRF RETIREMENT BENEFITS**

The Agreement will be revised to reflect the Employer's agreement 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.

**ARTICLE XXII  
DUES CHECKOFF AND FAIR SHARE**

**SECTION A**

The County 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.

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 County shall also deduct for AFSCME Dental Plan and AFSCME P.E.O.P.L.E when an employee submits a voluntary deduction card.

**SECTION B**

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 insure 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.

1. 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.
2. 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.
3. 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 teachers 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 nonmember 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 to termination of this Agreement.

**SECTION C**

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

**ARTICLE XXIII  
INDEMNIFICATION**

The Employer shall defend and/or indemnify its employees pursuant to its responsibilities as set forth in the act entitled "Local Governments and Governmental Employees Tort Immunity," see Rev. Stat. Ch. 85, Sec. 1-101 et seq. as amended.

**ARTICLE XXIV  
MISCELLANEOUS**

**SECTION A PRINTING OF AGREEMENT**

The Employer shall have this contract printed in booklet form 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 60 days of its execution.

**SECTION B WORKFARE**

The Employer agrees that it will not terminate existing full or part-time employees for the sole purpose of hiring workfare employees into that position, except as may be required by law.

**SECTION C SALARY SAVINGS PLAN**

The Agreement shall include a new section that reflects 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 a broad selection of mutual fund and other investment options with a range of risks and returns. The Employer also will 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 all costs and expenses incurred by both parties for arbitration.

**ARTICLE XXV  
SAVINGS CLAUSE**

Notwithstanding any provision of this Agreement to the contrary, this Agreement shall remain in full force and effect at any time while negotiations are continuing for a new Agreement or part thereof between the parties.

If any provision of this Agreement of any application thereof should be rendered or declared unlawful, invalid, or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, the remaining provisions of this Agreement shall remain in full force and effect.

In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those rendered or declared unlawful, invalid, or unenforceable.

**ARTICLE XXVI  
ENTIRE AGREEMENT**

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 or matter within the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifying waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE XXVII  
TERM OF AGREEMENT

This Agreement, as amended, when executed by the employers and the Union, and approved by the DeKalb County Board and Elected Officials, shall become effective December 1, 2008 and shall remain in full force and effect until December 31, 2012. 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 31, 2012 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.

IN WITNESS THEREOF, the Union and the County have executed this Agreement this 14th day of April, 2000.

Dennis J. Mills  
DeKalb County Coroner

Jay R. Bon  
American Federation of State, County and Municipal Employees (AFSCME) Council 31, AFL-CIO, Local 3537

Sharon L. Holmes  
DeKalb County Clerk & Recorder

Marcellus Anderson  
Marcellus Anderson

Roger A. Scott  
DeKalb County Sheriff

Jerry Busse  
Jerry Busse

Alan E. Farrell  
DeKalb County State's Attorney

Sarah Lief  
Sarah Lief

Christina J. Johnson  
DeKalb County Treasurer

Kevin Reece

Ruth Anne Tobias  
County Board Chairman for County of DeKalb as sole employer for the Finance Office, Information Management Office, Supervisor of Assessments Office, Facilities Management Office, Planning Department, and Highway Department

Sherri Wesbrock  
Sherri Wesbrock