LABOR AGREEMENT BETWEEN

DEKALB COUNTY BOARD OF HEALTH

AND

AFSCME®

AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES
COUNCIL 31, LOCAL NO. 3537

COVERING EMPLOYEES OF THE
DEKALB COUNTY HEALTH DEPARTMENT

EFFECTIVE

1/1/2022 TO 12/31/2026
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PREAMBLE

This Agreement made and entered into and effective January 1, 2022 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, Health Promotion & Emergency Preparedness Specialist, Health Promotion Associate, HIV Case Manager, Licensed Environmental Health Practitioner, Nutritionist, Office Assistant B, Public Health Associate, Public Health Nurse, Environmental Health Practitioner, Secretary/Case Manager Assistant, Secretary B, and, Solid Waste Associate.

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 (Full-Time and Part-Time Employees)

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 consecutive paid work time. The parties agree the Employer may extend the six (6) month probation period by (3) months additional months (for a total of nine (9) 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. An employee that moves from one job classification to another during their original six (6) month probation period may have their probationary period extended for an additional three (3) month period so that the employee has six (6) months of consecutive employment in the new position.

Employees will begin earning vacation and sick time upon their hire date and they will be eligible to use their earned vacation and sick time after completion of three (3) consecutive months of employment. Should the employment of the individual end for any reason during this probationary period, the employee must reimburse the Department for any sick and vacation time that was used during the six-(6) month probation period but not truly earned (if any).

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 Employer shall monthly notify the Union in writing as to the following personnel transactions involving unit employees within each department, with work locations, new hires, promotions, demotions, reclassification, layoffs, reemployments, transfers, leaves of absence, returns from leaves, suspensions, terminations, retirements, resignations, discharges, any position changes of an employee whose position is covered under this Agreement and any other information mutually agreed to by the parties. In addition, the Employer shall notify both Council 31 and the Local Union via electronic mail of all new persons hired into bargaining unit positions on or before the new employee(s) date of employment.

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.

**Section G. Information Provided to the Union**

The Employer shall provide the Union with a listing of the following information for bargaining unit employees monthly: name, address, worksite location, job title, work telephone number, identification number if available, work email address, any home or personal cellphone number and personal email address on file with the Employer. The Employer will provide this same information to the Union concerning new hires within ten (10) days of the employee’s hire.

**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 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, there shall be no loss of pay to one Union representative and/or the grievant involved, when approved as referenced above.

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, on the wall near staff closets/staff restrooms, break room and scheduling suite workroom 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 one (1) hour and shall take place during the employee's regular working hours with no loss of pay to the employee(s) involved. The appointed Union representative shall be notified in advance of all new hires in a bargaining unit title.

Section G. Use of Employer Meeting Rooms and Equipment

The Union shall be allowed a reasonable amount of use of available employer meeting rooms, after obtaining 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 disability, pregnancy, sexual orientation, 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. 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 C. Temporary Workplace Closing By County

If the County Administrator (or authorized designee) declares that all County worksites (other than Sheriff or Nursing Home) are temporarily closed for weather or similar emergency reasons, there will be no loss of pay and no benefit time deductions for the affected employees. It is understood that this provision is not triggered by a partial closing of a facility or Department except if approved by the County Administrator.

Section D. 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 E. Employment Health Requirements

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.

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 F. Employer Payment**

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 G. 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 H. 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 I. 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 constitute 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: Animal Control staff assigned by the Employer to take on-call shall be compensated at the rate of one hundred fifty ($150.00) 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.

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. Requesting Temporary Change of Regular Schedule

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 hours actually worked beyond 37.5 hours in a week, employees normally will receive compensatory time off. Compensatory time is accrued at the employee's straight time rate of pay for the first 2.5 hours of authorized hours worked and 1.5x the employee’s regular rate for hours actually worked beyond 40 in a week. If there is a staffing need or other business reason to do so (such as an employee request to be paid instead of earning compensatory
time), the employee will be paid out for overtime hours and no compensatory time will be earned or accrued.

Hours worked shall be documented by staff and approved by the supervisor prior to the time the employee is compensated for the overtime hours in pay or compensatory time. Payroll staff will keep records of the amount of compensatory time earned and taken by each employee; employees should contact payroll to determine their compensatory time balance if they have questions.

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 and approved by the Administrator in advance.

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. Employees who have banked compensatory time off available are required to use the compensatory time if making a request for time off of one (1) hour or less.

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

Section M. Change of Regular Workweek Hours

The number of hours worked by full-time positions covered by this Agreement may be adjusted on an annual basis to a maximum of forty (40) hours (but no less than 37.5 hours) per workweek following notice and discussion to the Union and the affected employees at least thirty (30) days in advance.

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 forty-five (45) 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 apply to 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. 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. 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 C. 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 D. 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) calendar 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 paid time off should be requested through the payroll timekeeping system.

Generally, earned sick time or vacation time will be used in two (2) hour increments except with prior approval of the Administrator. Approval of a request to use a lesser amount of paid time off shall not be unreasonably denied.

Employees who are seeking to schedule paid time off will submit a request through the payroll timekeeping system. The Employer will notify the employee of approval or denial of the request through the payroll timekeeping system, including a summary of the reason for denial (when applicable). If an employee has a question about the status of a scheduled day off request, the employee should speak with their Supervisor/Coordinator.

Employees will enter their request for vacation time off into the payroll timekeeping system. The Employer will notify the employee of approval or denial of the requested vacation time off through the payroll timekeeping system; the reason for denial (when applicable) will be summarized in the portal. If an employee has a question about the status of approval of a vacation day off request, the employee should speak with their Supervisor or Coordinator.

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 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. 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 (Full-Time Employees)**

The following holidays will be observed (Effective 1/1/2023):

- New Year’s Day: January 1
- Martin Luther King’s Birthday: Third Monday in January
- Washington's Birthday: Third Monday in February
- Memorial Day: Last Monday in May
- Juneteenth Day: June 19
- Independence Day: July 4
- Labor Day: First Monday in September
- Columbus Day: Second Monday in October
- Veteran’s Day: November 11
- Thanksgiving Day: Fourth Thursday in November
- Friday after Thanksgiving: Fourth Friday in November
- Christmas Eve: December 24
- Christmas Day: 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 New Year’s Day falls on a Tuesday through Saturday, 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.

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.

Additional paid days granted employees pursuant to the above shall be taken within thirty (30) calendar days of the designated holiday as determined by the Employer.
Section E. Vacation

Full-time employees hired after June 1, 2016 shall earn vacation based on the following schedule: Vacation is earned beginning with the employee's start/seniority date.

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. Employees hired prior to June 1, 2016 will earn 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.

The maximum vacation that can be taken at one time is twenty (20) working days.

Vacation time may be accumulated up to a cap of two (2) years based on the employee's vacation earned during the previous twenty-four (24) months of their employment: 0 to 4 years of service / 20 days; 5 to 9 years of service / 30 days; 10 to 20 years of service / 40 days; 21 + years of service / 50 days. Employees cannot earn or be paid for Vacation beyond the maximum accrual allowed.

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 in accordance with the maximum accrual allowed.

Upon voluntary or involuntary termination, an employee shall be reimbursed for unused earned vacation time up to the maximum accrual allowed. The only exception is for employees who are terminated for just cause (i.e., reasons other than minor offenses or chronic absenteeism alone) as those employees are not eligible to be paid for unused vacation at termination.
Requests for vacation time shall be made with the employee’s coordinator/supervisor in increments of at least two (2) consecutive hours; exceptions permitted with prior approval of the Administrator when consistent with business needs.

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

Staff requests shall be limited 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, other than for retirement as defined by IMRF, 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 may have accumulated up to two hundred and forty (240) 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 240) being converted to pension service credit. Employees hired after June 1, 2016 may choose to be reimbursed for a maximum of thirty (30) days of unused paid sick days with the remaining unused sick days (up to 240 days) being converted to pension service credit. In order for unused unpaid sick days to convert to service credit, the effective date of the employee's pension must be within 60 days of his/her last day of participation in IMRF. The reimbursement cap for employees hired prior to the ratification date will remain at sixty (60).
Accumulated leave (sick time and vacation time) for which compensation is due at retirement, shall be paid not later than the second regularly scheduled payroll of the second calendar month following the month of retirement.

Section H. Part-Time Employees Leave Benefits

Sick Leave: Part-time employees who have completed the probationary period and 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: New employees during their probationary period shall not be entitled to any vacation with pay until completion of the probationary period. 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 the completion of the probationary period, vacation will be credited. Upon termination, the employee shall be paid for unused accrued vacation time in accordance with the maximum accrual allowed.

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:

<table>
<thead>
<tr>
<th>IMMEDIATE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Father</td>
<td>Stepson</td>
</tr>
<tr>
<td>Stepfather</td>
<td>Stepdaughter</td>
</tr>
<tr>
<td>Mother</td>
<td>Brother</td>
</tr>
<tr>
<td>Stepmother</td>
<td>Sister</td>
</tr>
<tr>
<td>Mother-in-Law</td>
<td>Stepbrother</td>
</tr>
<tr>
<td>Father-in-Law</td>
<td>Stepsister</td>
</tr>
<tr>
<td>Guardian</td>
<td>Son-in-law</td>
</tr>
<tr>
<td>Husband</td>
<td>Daughter-in-law</td>
</tr>
<tr>
<td>Wife</td>
<td>Grandparents</td>
</tr>
<tr>
<td>Son</td>
<td>Grandchildren</td>
</tr>
<tr>
<td>Daughter</td>
<td>Significant Other</td>
</tr>
</tbody>
</table>

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. FMLA leave will be granted in accordance with the applicable County policy.

Effective 1/1/2024, employees who return to work following an approved FMLA leave due to the birth or adoption of a child and remain actively employed in good standing for a minimum of ninety (90) days after expiration of the FMLA leave will be credited with an additional three (3) paid sick days to help offset the amount of sick time used by the employee during their otherwise unpaid FMLA leave. These additional three (3) paid sick days are not truly earned unless the employee remains employed and works for ninety (90) days after the expiration of the FMLA leave; this is referred to as “Mat/Pat” time. An employee may not use any Mat/Pat time until it is truly earned except as provided otherwise by agreement of the Employer pursuant to the terms of a written repayment agreement signed by the affected employee.

ARTICLE XVI.
DUES CHECK-OFF AND FAIR SHARE

Section A. Dues Check off and Fair Share

The Employer shall honor employees’ individually authorized deduction forms and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees and PEOPLE contributions. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions and provided the form is consistent with the then applicable law.

The amount deducted each month shall 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 an excel list of the names and amounts for whom deductions have been made.

Section B. Union Indemnification

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 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**

<table>
<thead>
<tr>
<th>Property</th>
<th>Dollar Replacement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clothing</td>
<td>Up to $50.00</td>
</tr>
<tr>
<td>Prescription eye glasses/contacts</td>
<td>Up to $100.00</td>
</tr>
</tbody>
</table>

**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
- Environmental Health field staff
- Community Health and Prevention Division staff

Agency authorized uniforms will be provided
Agency authorized polo shirts will be provided
Agency authorized lab coats provided upon hire and replaced upon operational need

**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 for business purposes (when a Department vehicle is not available) 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. When Health Department vehicles are available for business use, employees are not permitted to use their privately owned vehicle for business purposes without the prior approval and authorization from the Administrator.

When necessary, 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 required to have a valid drivers' license and insurance coverage as required by Illinois law. Employee also must 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 as required by the state and federal wage/hour laws.

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 [Effective first day of the full month following ratification]

The Employer will provide cellular telephones for work-related business for staff employed as field employees (employees that work in the field at least 75 percent of their work time) that are regularly scheduled to work at least .60 FTE (full-time equivalency). OR:

Field employees that choose to use their personal cellular telephones for business will be reimbursed Thirty-Five Dollars ($35.00) per month.

Those employees that are regularly scheduled to work in the field (employees that work in the field at least 75 percent of their work time) less than 60 FTE, but at least .20 FTE, will be reimbursed up to Twenty Dollars ($20.00) per month for business use of their personal cellular telephone.

Field employees (as defined above) that use their personal cellular telephones for business email communications may have Active Sync configuration (allows access to email and calendars)
at the request of the Division Director. Use of email on personal cellular phones is subject to the DeKalb County Government Email Usage Policy (see Employee Handbook) with written communication to the IMO Director stating the employee understands that the terms of the Email Policy also apply to their personal telephone.

A cellular telephone shall be designated for Community Health and Prevention Division staff to be used while making home visits.

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

**ARTICLE XVIII. WAGES**

**Section A. Wage Increases**

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/22</td>
<td>2.0 %</td>
</tr>
<tr>
<td>1/1/23</td>
<td>2.25 %</td>
</tr>
<tr>
<td>1/1/24</td>
<td>2.50 %</td>
</tr>
<tr>
<td>1/1/25</td>
<td>2.75 %</td>
</tr>
<tr>
<td>1/1/26</td>
<td>3.0 %</td>
</tr>
</tbody>
</table>

Classification salary ranges will increase the same percent as the base salary increase. Raises effective 1/1/22 will be paid on a retroactive basis to those employees who are actively employed on the date of ratification of this agreement by authorized representatives of both Parties (and to those employees who were employed in good standing on July 12, 2022 but retired prior to the date of ratification of this agreement).

**Section B. 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 C. 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.
ARTICLE XIX.
HEALTH AND WELFARE AND PENSION BENEFITS

Section A. Insurance Coverage

Except as otherwise provided in this Article, 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 that was in effect on December 31, 2015 on a County-wide basis. The current and then applicable summary plan description booklet for such benefits (including amendments thereto, if applicable) 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 seventy-five percent (75%) for the premium cost of employee coverage with the covered employees continuing to pay the remaining percent (25%) of the premium costs.

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 1st 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 party shall be responsible for the costs and expenses incurred by both parties for arbitration.

Accumulated leave (sick leave and vacation leave) for which compensation is due at retirement, shall be paid not later than the second regularly scheduled payroll of the second calendar month following the month of retirement.

ARTICLE XX.
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. Employees will provide advance notice to management of intent to request tuition reimbursement prior to start of classes.

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 those six (6) months, they shall reimburse the Employer the amount of the benefit.
ARTICLE XXI.
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 XXII.
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 XXIII.
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 XXIV.
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 January 1, 2022, and shall remain in full force and effect until December 31, 2026 (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, 2026 or the anniversary date of such yearly extension of a desire to amend or terminate it. The parties agree to meet at reasonable times and places within that 120-day period and at least one meeting prior to 11/1/2026 for this purpose.
IN WITNESS THEREOF, The Union and the DeKalb County Board of Health have executed this Agreement this 2nd day of August, 2022.

FOR THE BOARD OF HEALTH AND HEALTH DEPARTMENT

[Signature]

FOR AFSCME, COUNCIL 31, LOCAL 3537

[Signature]

[Signature]

[Signature]

[Signature]