

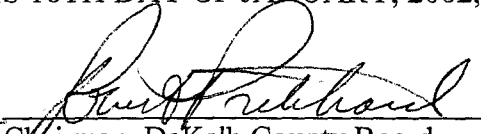
RESOLUTION

WHEREAS, the DeKalb County Labor Management Committee has considered the possibility of modifying a collective bargaining agreement between the County of DeKalb, certain Elected Officials of the County of DeKalb and AFSCME Council 31, Local 3537. Said agreement in effect from December 1, 2000 to November 30, 2003, and

WHEREAS, it is the recommendation of the DeKalb County Labor Management Committee to recommend that the agreement be modified as outlined in the Memorandum, which is attached to this resolution and herein incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED, that the DeKalb County Board does concur in the recommendation of the DeKalb County Labor Management Committee and does direct its Chairman to execute the attached agreement on behalf of the Board.

PASSED AT SYCAMORE, ILLINOIS, THIS 16TH DAY OF JANUARY, 2002, A.D.


Chairman, DeKalb County Board

ATTEST:

County Clerk

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MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this 8th day of January, 2002, between the County of Dekalb ("County") and AFSCME, Council 31, Local 3537 (the "Union") with respect to the collective bargaining agreement covering the employees who perform services in the offices of the County's elected officials. After good faith bargaining concerning these issues, it is agreed that:

1. The collective bargaining agreement in effect from December 1, 2000 to November 30, 2003, shall continue in full force and effect, except as modified below.

2. The term of the collective bargaining agreement shall be extended by one (1) full calendar year through and including November 30, 2004. All dates contained in the contract shall be modified to reflect this extension (including without limitation as referenced in the longevity pay chart at the end of the agreement).

3. Article XIX, "*Wages*", shall be revised to reflect the following:

"Effective December 1, 2002, all AFSCME wage ranges shall be raised by 1.0%"; and,

Effective December 1, 2003, all AFSCME wage ranges shall be raised by 1.0%".

4. In addition to the increase in the wage ranges reflected in No. 3 above, effective 12/1/03, all employees will move one step in the wage progression range.

5. Article XXI, "*Health and Welfare and Pension Benefits*", shall be modified to include the following additional sentence:

"Effective December 1, 2001, in the event that the County provides an increase in the amount of per employee contributions to the Health Fund which is in excess of the \$1,000 per employee contribution which the Union has declined (in favor of alternate contract implements), the eligible AFSCME employees shall be eligible for the amount of the contribution which is in excess of \$1,000 on the same basis as the other County employees who are not covered by a collective bargaining agreement."

6. Article XXI, "*Health and Welfare and Pension Benefits*", shall be modified to reflect the following change as of December 1, 2002:

"Effective December 1, 2002, the AFSCME employees will be eligible for the per employee contributions to the Health Fund which is equal to the amount of per employee contributions provided to the County employees who are not covered by a collective bargaining agreement."

Consistent with the change set forth in the above quoted paragraph, the final sentence of Article XXI, "*Health and Welfare and Pension Benefits*" shall be rendered inapplicable as of December 1, 2002.

7. By entering into this Agreement, the Union and the affected employees acknowledge and agree that the County is not obligated to maintain or increase the amounts of contributions made to the Health Fund. Likewise, nothing contained in this Agreement will preclude the County from reducing the amount of per employee contributions to the Health Fund where there is a business need to do so.

8. In all respects, the administration of the employee contributions will be handled by the County on the same basis as applicable to the County employees who are not covered by a collective bargaining agreement.

9. The Side Letter at page 44 of the Agreement shall continue to be in effect during the final year of the Agreement.

10. Article XX, "Standby Pay", shall be revised to include the following addition:

"and it will increase to \$90.00 per week as of 12/1/03."

11. The Parties agree and acknowledge that this Agreement and its terms are not final or binding on either party until and unless: (a) it has been ratified by the Union, and (b) approved by the County Board.

Dated: January 8, 2002

AFSCME, Local 31

[Signature]
Sherril Washbrook
Janet Day
Chris Holstead
[Signature]
[Signature]

For the County

Sharon R. Holmes
Wesley A. Scott
Christina Johnson
Dennis J. Miller
[Signature]

[Signature]

LABOR AGREEMENT BETWEEN
COUNTY OF DEKALB
AND THE FOLLOWING DEKALB COUNTY ELECTED OFFICIALS

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

AND

AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES
COUNCIL 31, LOCAL NO. 3537
12/1/2000 to 11/30/2003

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PREAMBLE

This Agreement made and entered into this 1st day of December 1988, by and between the County Board of DeKalb and certain elected officials of DeKalb County, hereinafter referred to as the "County" and the American Federation of State, County, and Municipal Employees (AFSCME) Council 31, AFL-CIO on behalf of, Local No. 3537, hereinafter referred to as the "Union".

WHEREAS, the County has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to functions and obligations of the County to retain the right to operate the County government effectively in a responsible and efficient manner; and

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

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

**ARTICLE I
RECOGNITION**

SECTION A

The Employer(s) recognize(s) 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 in this agreement.

SECTION B

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

I. AFSCME Unit "A" All full-time employees (30 hours per week) and regular part-time employees (10 hours per week) who occupy the following Job Titles and Grades in the Offices of the DeKalb County Coroner/DeKalb County ESDA, DeKalb County Clerk and Recorder, DeKalb County Treasurer, DeKalb County Sheriff and DeKalb County State's Attorney.

DeKalb County Coroner/ESDA

<u>Job Title</u>	<u>Grade</u>
Secretary B	AC6

DeKalb County Clerk and Recorder

<u>Job Title</u>	<u>Grade</u>
Administrative Secretary	AC8
Administrative Clerk B	AC7
Chief Deputy Recorder	AA9
Office Assistant A	AC5
Office Assistant B	AC4
Administrative Clerk C	AC6
Chief Deputy Elections Clk.	AA8

DeKalb County Treasurer

<u>Job Title</u>	<u>Grade</u>
Chief Deputy Treasurer	AA9
Accounting Clerk B	AC6
Office Assistant A	AC5
Office Assistant B	AC4

DeKalb County Sheriff

<u>Job Title</u>	<u>Grade</u>
Communication (P-Time)	AA6
Secretary B	AC6

DeKalb County State's Attorney

<u>Job Title</u>	<u>Grade</u>
Legal Secretary B	AC7
Victim Witness Assistant	AA7

II. AFSCME Unit "B" All full-time employees (30 hours per week) and regular part-time employees (10 hours per week) who occupy the following Job Titles and Grades in the Offices headed by the DeKalb County Chief Assessments Officer; DeKalb County Engineer; Facilities Director, Planning Director and Deputy County Administrator, Information Office Director.

DeKalb County Supervisor of Assessments Office

<u>Job Title</u>	<u>Grade</u>
Office Assistant A	AC5
Mapper/Appraiser I	AA5
Mapper/Appraiser II	AA8
Office Coordinator	AC9

DeKalb County Highway Department

<u>Job Title</u>	<u>Grade</u>
Administrative Clerk C	AC6
Engineering Tech III	AL11
Engineering Tech II	AL10B
Inventory Control & Permit Tech III	AL11
Clerk Typist	AC3

DeKalb County Central Plant

<u>Job Title</u>	<u>Grade</u>
Maintenance Foreman	AL12
General Maintenance	AL9A
Maintenance II	AL10B
Offset Printer	AA4
Secretary B	AC6

DeKalb County Planning Dept.

<u>Job Title</u>	<u>Grade</u>
Secretary B	AC6
Code Enforcement Technician	AA8
Administrative Clerk A	AC8

DeKalb County Finance Office

<u>Job Title</u>	<u>Grade</u>
Accounting Clerk A	AC7-A
Admin Clerk B	AC7

Information Management Office

<u>Job Title</u>	<u>Grade</u>
GIS Technician	AA8
GIS Cartographer	AA8

And further excluding supervisory and confidential employees, managers, guards and short term employees as defined in Illinois Revised Statutes 1987, Chapter 48, Section 1603.

SECTION C

An employee who has never accrued seniority under this Agreement, or an employee rehired after termination of seniority, shall be in "probationary" status until he/she has completed 6 months. While in probationary status, an employee shall not accrue seniority; provided that, upon completion of the probationary period, he will be credited with seniority from his first day of actual work on or after his date of hire or rehire, whichever is later. Probationary personnel shall have no seniority rights under this Agreement and may be disciplined or terminated by the Employer without recourse to the grievance procedure but shall be subject to all other provisions of this Agreement where specified for probationary employees.

SECTION D

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

SECTION E

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

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

SECTION F

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

SECTION G

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

ARTICLE II

MANAGEMENT RIGHTS

RETENTION OF MANAGERIAL PREROGATIVES

Except as expressly modified or restricted by a specific provision of the Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the County, including but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work, and retire employees; to set the standards of productivity, the products to be produced, and/or the services to be rendered; to determine the amount and forms of compensation for employees; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract^{*}, contract out, close down, or relocate the County's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operations, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the County; to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery, and equipment; to determine the number, location and operation of departments, divisions, and all other units of the County; to issue, amend and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the County and to direct the County's employees. The County's failure to exercise any right, prerogative, or function hereby reserved to it, or the County's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the County's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

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

ARTICLE III

UNION RIGHTS

SECTION A

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

SECTION B

The Employer agrees that local Union representative officers, and AFSCME staff representatives shall have reasonable access to the Employer's premise for the sole purpose of the administration of this Agreement, provided that said Union personnel obtain prior approval from the Employer and that said access does not substantially interfere with the operating needs of the Employer. By mutual agreement of the parties, and prior arrangement with the Employer, Union staff representatives may call a meeting during working hours to prevent, resolve, or clarify emergency matters.

SECTION C

Local Union representatives shall be allowed time off without pay for legitimate Union business, such as State and National Conventions, Union meetings, Committee and/or Board meetings, training sessions, or conferences, and shall be allowed such time off as does not unreasonably interfere with the operating needs of the Employers and provided that the employee gives prior notice to the employer and receives prior approval therein. Nothing shall prevent an employee from using any accumulated time to cover such approved absence.

SECTION D: UNION STEWARDS

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

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

SECTION E

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

1. Administration Building - basement breakroom
2. Courthouse - basement breakroom
3. Highway Department - technician room
4. Public Safety Building - basement break room & back door wall next to the existing FOP board

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

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

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

Solicitation of union business shall be permitted during non-working time.

ARTICLE IV

NON-DISCRIMINATION AND EQUAL OPPORTUNITY

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

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

ARTICLE V

NO STRIKE OR LOCKOUT

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

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

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

ARTICLE VI

LABOR-MANAGEMENT MEETINGS

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

ARTICLE VII

SAFETY AND HEALTH

SECTION A

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

SECTION B

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

SECTION C: PROTECTIVE EQUIPMENT

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

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

SECTION D: VIDEO DISPLAY TERMINALS (VDT)

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

ARTICLE VIII

PERSONNEL FILES

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

ARTICLE IX

DISCIPLINE

SECTION A: DEFINITION

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

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

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

SECTION B: MANNER OF DISCIPLINE

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

SECTION C: PRE-DISCIPLINARY MEETING

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

SECTION D: ORAL REPRIMANDS

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

SECTION E: NOTIFICATION AND MEASURE OF DISCIPLINARY ACTION

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

SECTION F: REMOVAL OF DISCIPLINE

Any warning or discipline imposed shall be automatically removed from an employee's record one (1) year from the date of offense, if there has been no recurrence of the same conduct giving rise to the warning.

SECTION G: POLYGRAPH

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

ARTICLE X

GRIEVANCE PROCEDURE

SECTION A: GRIEVANCE

- A. A grievance is defined as a dispute or complaint arising between the parties hereto under or out of this Agreement or in the interpretation, application, performances, termination or any alleged breach thereof.
- B. All employees covered by this Agreement are entitled to Union representation at each and every step of the grievance procedure, and the Union is entitled to be involved at each and every step of all grievances pertaining to the bargaining unit at each and every step.

SECTION B: TIME LIMITS

- A. Grievances may be withdrawn at any step of the Grievance Procedure without prejudice. Grievances not appealed within designated time limits will be treated as a withdrawn grievance.
- B. The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.
- C. The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step.

SECTION C: STEPS

1. IMMEDIATE SUPERVISOR

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

2. DEPARTMENT HEAD

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

working days after the grievance is presented to Step 2, the Department Head shall discuss the grievance with the Union. The Department Head shall render a written answer to the grievance within five (5) working days after such discussion is held and provide a copy of such answer to the Union. The written grievance shall contain a statement of the grievant's complaint, the Section(s) of the Agreement allegedly violated, if applicable, the date of the alleged violation and the relief sought. The form shall be signed and dated by the grievant and Union representative. Improper grievance form, date or section citation shall not be grounds for denial of the grievance.

3. COUNTY ADMINISTRATOR

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

ARBITRATION

Appeal Procedure:

Any grievance, as defined in Section A of this Article, that has been properly and timely processed through the grievance procedure set forth in Article X of this Agreement and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union serving the Employer with written notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section within ten (10) working days after the written answer of the Employer at Step 3 of the grievance procedure set forth in Article X of this Agreement shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of the Employer at Step 3 of the grievance procedure shall be final and binding on the aggrieved employee, the Employer, and the Union.

Selection of Arbitrator:

Not later than ten (10) working days after the Union serves the Employer with written notice of intent to appeal a grievance to arbitration, the Employer and the Union shall jointly request the American Arbitration Association or the Federal Mediation Service to furnish, to the Employer and the Union, a list of seven (7) qualified and impartial arbitrators. Within five (5) working days after receipt of that list by the Employer and the Union, the Employer and the Union shall alternately strike names from the list, until only one (1) name remains. The arbitrator whose name remains shall hear the grievance. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and Union, requesting that he/she set a time and a place for the hearing, subject to the availability of the Employer and the Union representatives and shall be notified of the issue where mutually agreed by the parties.

Arbitrator's Jurisdiction:

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

Fee and Expenses of Arbitration:

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

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 arbitrator's award shall be made within thirty (30) days (excluding Saturdays, Sundays and Holidays) after the conclusion of the arbitration hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The award shall be in writing and signed by the arbitrator. The arbitrator shall deliver a copy to each party personally or by registered mail, unless the parties mutually agree otherwise.

SECTION D: ADVANCED GRIEVANCE STEP FILING

Grievances concerning suspensions and/or discharge of any employee shall be initiated at Step 3 of the Grievance Procedure.

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

SECTION E: TIME OFF

Time Off: The grievant(s) and/or designated Union representative will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. A grievant

who is called back on a different shift or on his/her day off as a result of the Employer scheduling a grievance meeting shall have such time spent in the meeting considered as time worked. Witnesses whose testimony is necessary to the Union's presentation or argument will be permitted reasonable time off to attend grievance meetings called and/or approved by the employer and/or to respond to the Union's investigation. Compensation for Union witnesses shall be initially charged against individual, available paid hours off (PHO's), and if unavailable, compensated at the employee's regular, straight-time hourly rate of pay. All time off requests will not be reasonably denied and will take into account the operational needs of the Employer.

SECTION F: ROOM/TELEPHONE

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

Pertinent Witnesses and Information

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

ARTICLE XI
HOURS OF WORK

Purpose of Article

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

Workweek

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

Regular Workweek

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

Workday

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

Regular Workday

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

HOURS OF WORK

8:30-4:30

1 Hour Lunch

COUNTY CLERK & RECORDER
ELECTIONS
MICROGRAPHICS
TREASURER
STATE'S ATTORNEY'S OFFICE
SUPERVISOR OF ASSESSMENTS
FINANCE
PLANNING & ZONING

ARTICLE XII

SENIORITY, LAY OFF AND RECALL

SECTION A: DEFINITION

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

SECTION B: APPLICATION OF SENIORITY

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

SECTION C: TERMINATION OF SENIORITY

Seniority shall be terminated when an employee:

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

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

SECTION D: SENIORITY FOR NEW EMPLOYEES

There shall be no seniority among probationary employees until they successfully complete their appropriate probationary period, wherein such employee shall acquire seniority retroactive to his/her initial date of hire with the Employer. The Employer shall, upon request, grant a probationary employee an oral evaluation after three (3) months of service.

SECTION E: SENIORITY ROSTER

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

SECTION F: LAYOFF

The Employer in its discretion shall determine whether layoffs are necessary unless it is clearly established that such a determination is arbitrary. Such layoffs shall not take effect until the expiration of an appropriate two (2) week notice period to the employees affected. For lack of funds layoffs, the county shall make all requested financial records available to the Union.

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

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

SECTION G: RECALL

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

If an employee is recalled to a position in a lower rated job classification, he/she shall have the right to return to the job classification he/she held prior to being laid off in the event it subsequently becomes available. If an employee is recalled to a lower rated job classification, the employee shall have the right to refuse the recall. The employer shall not hire new employees on the departmental recall first who are presently qualified to perform the departmental work in the affected job classification and are willing to be recalled to said classification.

SECTION H: RECALL NOTICE TO EMPLOYEES

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

ARTICLE XIII

PERMANENT VACANCY

SECTION A: PERMANENT VACANCY

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

SECTION B: POSTING

Whenever a permanent vacancy occurs, other than a temporary vacancy, in an existing job classification or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be posted on all bulletin boards for ten (10) working days. During this period, employees who wish to apply for the vacancy, including employees on layoff, may do so.

ARTICLE XIV

TEMPORARY ASSIGNMENT

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

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

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

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

ARTICLE XV

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

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

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

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

EARNED BENEFITS

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

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

6 Months - 4 Years of Employment:	.1270 hours per hour of work
5 Years - 14 Years of Employment:	.1443 hours per hour of work
15 Years and Above:	.1616 hours per hour of work

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

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

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

one hour of pay for each two PHO's. Payment shall be at the regular rate of pay for the employees last scheduled workday.

ADMINISTRATION

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

GRANTED BENEFITS

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

ARTICLE XVI

EXTRAORDINARY LEAVE BENEFITS

GENERAL

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

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

FUNERAL LEAVE

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

Immediate Family - Three (3) Day Leave:

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

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

MILITARY LEAVE

An employee who is a member of the ready Reserves or National Guard, when ordered for active duty for training, shall be granted special leave of no more than thirty (30) calendar days to complete such duty. The employee, upon full disclosure, shall be compensated the difference in pay, if any, during such period of leave. The County will comply with all current State and Federal laws pertaining to other types of active duty assignments.

MATERNITY LEAVE

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

OTHER EXTRAORDINARY LEAVE

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

In case of employees other than Department Heads, it is the sole discretion of the Department Head to award such leave of absence. In the case of the Department Head, the County Board shall make the decision as to whether to award the leave of absence.

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

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

JURY LEAVE

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

FAMILY AND MEDICAL LEAVES

The Employer and the Union will comply with the Family and Medical Leave Act of 1993. Attached as an Exhibit appearing at pages 50-51 is a copy of the policy which sets forth the rights and responsibilities of employees under the Act.

ARTICLE XVII

SEXUAL HARASSMENT

SECTION A: POLICY

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

SECTION B: DEFINITION OF SEXUAL HARASSMENT

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

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

SECTION C: MANAGEMENT RESPONSIBILITY

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

SECTION D: TIMELINESS FOR INITIATING COMPLAINTS OF SEXUAL HARASSMENT

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

SECTION E: PROCEDURE FOR INITIATING COMPLAINTS

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

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

ARTICLE XVIII

PERSONAL PROPERTY AND UNIFORMS

PERSONAL PROPERTY

All clothing and authorized equipment, excluding motor vehicles damaged in the line of duty, without fault or negligence on the part of the Employee, shall be replaced by the Employer subject to the maximum annual dollar limitations as set forth below, and provided that said replacement is not covered by other applicable insurance policies and provisions:

Maximum Annual Dollar Limitations

<u>Property</u>	<u>Dollar Replacement</u>
Clothing, etc. up to	\$25.00
Eyeglasses, Contacts, up to	\$75.00

UNIFORMED PERSONNEL

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

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

Engineering technicians and the Permit and Inventory Control Technician III employed by the DeKalb County Highway Department shall receive a uniform allowance of \$200.00 dollars per year in lieu of actual uniforms. Such allowance will be paid in cash with the first regular claims cycle in the fiscal year.

ARTICLE XIX

WAGES

Effective 12/3/00, all AFSCME wage ranges shall be increased by 1.5%.

Effective 12/2/01, all AFSCME wage ranges shall be raised by 1.0%.

Effective 12/1/02, all AFSCME wage ranges shall be raised by 1.5%.

The Step Plan is re-implemented as of 12/03/00. All employees with the exception of part-time telecommunications personnel in the Sheriff's Department are to be placed on the next highest step and then moved up one step on 12/03/00 and moved up one step on 12/02/01 and again on 12/01/02. Persons at step 12 are to receive lump sum cash bonuses of 3% in each year of the contract in lieu of step movements.

The amounts listed in Exhibits A, A-1 and A-2 shall be gross pay. Nothing contained in this Agreement is intended to alter the current method of deducting amounts from employee compensation mandated now or at any time during the course of this Agreement by federal or state statute or regulation. These items include, but are not limited to the following: Federal and State income tax, FICA payments, IMRF contributions, or voluntary insurance contributions. In addition, nothing contained in this Agreement is intended to prevent the deduction from an employee's wages of any amount for any purpose under the terms of an order of a court or competent jurisdiction.

LONGEVITY

All covered employees shall receive monthly Longevity payments pursuant to the schedule as set forth in Exhibit A-3, which is attached hereto and incorporated herein. Service shall be computed from the starting date of the most recent continuous employment relationship. All changes in employee placement on the Longevity schedule shall be made effective June 1st of each year of this agreement. Changes in placement on the Longevity schedule shall be based on completed full years of service as of 6/ 1/ of each year of this agreement. Initial placement shall be for employees at the start of their fifth (5th) full year of completed service as of 6/ 1/. Longevity for part-time employees shall be pro-rated.

ARTICLE XX

OVERTIME WORK

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

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

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

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

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

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

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

An employee called back to work after having completed his/her normal shift shall receive a minimum of four (4) hours work at the applicable regular rate of pay unless the time extends to his/her regular shift.

Employees may be assigned other duties within their department to fulfill the four (4) hour minimum call back.

Employees called back pursuant to this provision shall include their travel time to the job site in the computation of the above four (4) hour straight time minimum.

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

Eligible personnel shall be paid at the rate of two (2) times their regular hourly rate of pay when required to work on a County Board approved holiday. However, if an employee is instructed to work the scheduled day off at least seven (7) calendar days prior to the date of performance, then overtime compensation shall be at the rate of one and one-half (1½) times the regular hourly rate of pay.

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

STANDBY PAY

Central Plant Maintenance personnel who are scheduled to serve in “on-call” status shall be compensated for their “on call” time at the rate of \$75.00* per week as of 12/3/00 and they will also be paid for all hours of work that they actually perform while on-call at the rate of 1 ½ times their normal hourly rate of pay, with a 2-hour minimum guarantee if called in to perform work.

- This amount shall increase to \$80.00 per week as of 12/2/01 and it will increase to \$85.00 per week as of 12/1/02.

ARTICLE XXI

HEALTH AND WELFARE AND PENSION BENEFITS

Continuing throughout the term of this agreement, the County shall continue to provide for 75% of the cost of bargaining unit's health insurance. The Union agrees to continue to provide for 25% of the cost. 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. The Union has declined the \$1,000.00 per employee contribution to the Health Fund for the Fiscal Year beginning 12/1/00 and any subsequent contribution for Fiscal Years 2002 and 2003.

ARTICLE XXII

DUES CHECKOFF AND FAIR SHARE

SECTION A

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

The amount deducted shall each month be forwarded to the Union at 534 South 2nd St., Springfield, Illinois 62701, together with a list of the names and amounts for whom deductions have been made.

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

SECTION B

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

1. Give timely notice to fair share fee payers of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise fair share fee payers of an expeditious and impartial decision making process whereby fair share fee payers can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payers to the amount of the fair share fee.

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

Non-members who object to this fair share fee based upon bona fide religious tenets or teachers shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization. On a monthly basis, the affected non-member shall provide the Union with evidence of payment to a non-religious

charitable organization within thirty (30) days of the date of such payment. An employee desiring to revoke voluntary check off may do so by giving written notice during the fifteen (15) day period to termination of this Agreement.

SECTION C

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

ARTICLE XXIII

INDEMNIFICATION

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

ARTICLE XXIV

MISCELLANEOUS

PRINTING OF AGREEMENT

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

WORKFARE

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

ARTICLE XXV

SAVINGS CLAUSE

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

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

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

ARTICLE XXVI

ENTIRE AGREEMENT

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

ARTICLE XXVII

TERM OF AGREEMENT

This Agreement, as amended, when executed by the employers and the Union, and approved by the DeKalb County Board and Elected Officials, shall become effective December 1, 2000 and shall remain in full force and effect until November 30, 2003. The Agreement shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least sixty (60) days prior to November 30, 2003 or the anniversary date of such yearly extension of a desire to amend or terminate it.

IN WITNESS THEREOF, the Union and the County have executed this Agreement this _____ day of _____, 200__.

DeKalb County State's Attorney

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

DeKalb County Treasurer

DeKalb County Sheriff

Jerry Busse

DeKalb County Clerk & Recorder

Sarah Lief

DeKalb County Coroner

Chris Halstead

County Board Chairman for
County of DeKalb as sole employer
for Finance Dept., Supervisor of
Assessments Office, Central Plant,
Planning Department, Highway Dept.,
County Board Office and Information
Management Office.

Sherri Wesbrock

Leonard Ludtke

SIDE LETTER

The Union recognizes that financial increases gained through step movements and/or longevity payments are wages and that the employer will include such gains in the costing of future proposals.

DeKalb County State's Attorney

AFSCME Council 31, AFL-CIO, Local 3537

DeKalb County Treasurer

Jerry Busse

DeKalb County Sheriff

Sarah Lief

DeKalb County Clerk & Recorder

Chris Halstead

DeKalb County Coroner

Sherri Wesbrock

County of DeKalb

Leonard Ludtke

EXHIBIT 1

FAMILY & MEDICAL LEAVE ACT OF 1993

In addition to general leaves of absence which can be granted under DeKalb County Government's leave policy, employees now qualify for leaves of absence under the Federal Family and Medical Leave Act (FMLA). Following is a brief summary of the provisions of this act:

1. A person is entitled to 12 weeks of leave under FMLA per calendar year (i.e., January 1 through December 31) provided he/she has worked at least 1250 hours in the 52 weeks immediately preceding the leave.
2. This leave can be taken for the birth or adoption of a child; to care for the employee's spouse, parent, or child with a serious health condition; or because of the employee's own serious health condition.
3. It is the employee's responsibility to apply for a leave under FMLA. When the need for the leave is foreseeable (such as the birth of a child), 30 days advance notice is required. If the circumstances are unforeseeable (such as emergency surgery), notice is required within 48 hours. Instances in which proper notification is not given may be considered on an individual basis.
4. Employees will be required to use a certain amount of accrued leave time when going on leave under FMLA. This leave time must be used in the following order:
 - A. All accrued comp time must be used.
 - B. At the employee's option, all emergency PHO's may be used (for employee's own serious health condition).
 - C. PHO's must be used down to a balance of 25 days (based on one's normal, budgeted hours).
 - D. At the employee's option, the remaining 25 days of PHO's may be used.
5. Employee health insurance will be continued under the same circumstances as if the employee were working. Therefore, the employee will continue to be responsible for any payroll deductions normally taken for health insurance. Any payments due will be expected on the scheduled county payday (i.e., every other Friday). The county will continue to make its regular contributions toward the employee's health insurance premiums.
6. If the employee fails to return to work after a leave under FMLA, the employer may be entitled to collect from the employee the amount paid by the county toward the employee's health insurance during the leave.
7. The Family and Medical Leave Act does not require that life insurance be continued while an employee is on a leave. DeKalb County will voluntarily continue life insurance for its employees.

8. DeKalb County will require medical certification of a serious medical condition of either the employee or the employee's family member. This certification must be provided within 15 days of the beginning of the leave or the leave may be denied. Second or third opinions may be requested by the county, at the county's expense. If the leave is for the employee's own serious medical condition, a fitness for duty certificate will be required before the employee is allowed to return to work.
9. An employee has the option of changing from family to single health insurance coverage, or of dropping all health insurance coverage during a leave under FMLA. The employee may reinstate coverage upon returning to work. If application is made within 30 days of returning to work, evidence of insurability will not be required and the pre-existing conditions clause of the policy will not be in effect. If application for reinstatement is made later than that, evidence of insurability will be required and the pre-existing conditions clause will be in effect.
10. Upon returning from a leave under FMLA, the employee will be returned to the same position held when the leave began, or to an equivalent position.

EXHIBIT 2

**NEW EMPLOYEE RELEASE OF PERSONAL
INFORMATION TO AFSCME CONSENT FORM**

I voluntarily authorize DeKalb County Finance Office to release my address to AFSCME Local 3537, and I relieve him/her and the County from any liability arising out of the release of such information.

I do not authorize DeKalb County Finance Office to release my address to AFSCME Local 3537.

Name: _____

Street address: _____

City, State, Zip: _____

Phone Number: _____

Department: _____

Name

Date

cc: Personnel File of Employee

AFSCME LONGEVITY PLAN
(Non-Nursing Home)
12/1/97 – 11/30/00

Start of Full Years of Service June 1st	Amount Per Month	Monthly Longevity Earned	Annual Amount
1	0	0	0
2	0	0	0
3	0	0	0
4	0	0	0
5	5	25	300
6	5	30	360
7	5	35	420
8	5	40	480
9	5	45	540
10	5	50	600
11	5	55	660
12	5	60	720
13	5	65	780
14	5	70	840
15	5	75	900
16	5	80	960
17	5	85	1,020
18	5	90	1,080
19	5	95	1,140
20	5	100	1,200
21	5	105	1,260
22	5	110	1,320
23	5	115	1,380
24	5	120	1,440
25	5	125	1,500
26	5	130	1,560
27	5	135	1,620
28	5	140	1,680
29	5	145	1,740
30	5	150	1,800
31	5	155	1,860
32	5	160	1,920
33	5	165	1,980
34	5	170	2,040
35	5	175	2,100

**START OF FULL YEARS OF SERVICE AS OF JUNE 1ST – AFSCME LONGEVITY PLAN
2001, 2002, 2003**

Hired Prior to June of Year	June 2000	June 1999	June 1998	June 1997	June 1996	June 1995	June 1994	June 1993
1970	31	30	29	28	27	26	25	24
1971	30	29	28	27	26	25	24	23
1972	29	28	27	26	25	24	23	22
1973	28	27	26	25	24	23	22	21
1974	27	26	25	24	23	22	21	20
1975	26	25	24	23	22	21	20	19
1976	25	24	23	22	21	20	19	18
1977	24	23	22	21	20	19	18	17
1978	23	22	21	20	19	18	17	16
1979	22	21	20	19	18	17	16	15
1980	21	20	19	18	17	16	15	14
1981	20	19	18	17	16	15	14	13
1982	19	18	17	16	15	14	13	12
1983	18	17	16	15	14	13	12	11
1984	17	16	15	14	13	12	11	10
1985	16	15	14	13	12	11	10	9
1986	15	14	13	12	11	10	9	8
1987	14	13	12	11	10	9	8	7
1988	13	12	11	10	9	8	7	6
1989	12	11	10	9	8	7	6	5
1990	11	10	9	8	7	6	5	4
1991	10	9	8	7	6	5	4	3
1992	9	8	7	6	5	4	3	2
1993	8	7	6	5	4	3	2	1
1994	7	6	5	4	3	2	1	0
1995	6	5	4	3	2	1	0	
1996	5	4	3	2	1	0		
1997	4	3	2	1	0			
1998	3	2	1	0				
1999	2	1	0					
2000	1	0						