



## TABLE OF CONTENTS

<b>PREAMBLE</b>	<b>1</b>
<b>AGREEMENT</b>	<b>2</b>
<b>ARTICLE 1 – RECOGNITION: NEW CLASSIFICATIONS</b>	<b>3</b>
Section 1. Recognition	3
Section 2. New Classifications	3
<b>ARTICLE 2 – MANAGEMENT RIGHTS</b>	<b>5</b>
<b>ARTICLE 3 – REPRESENTATIONS</b>	<b>6</b>
Section 1. Union Representatives	6
Section 2. Administration of Agreement	6
Section 3. Attendance at Union Meetings	6
Section 4. Required Union Representatives Activity	6
Section 5. Leave without Pay to Attend Union Representatives Meeting	6
Section 6. Union Representatives Access	7
Section 7. Bulletin Boards	7
<b>ARTICLE 4 – DUES DEDUCTION/FAIR SHARE</b>	<b>8</b>
Section 1. Deductions	8
Section 2. Remittance	8
Section 3. Fair Share Deduction	8
Section 4. Religious Exemption	8
Section 5. Notice and Appeal	9
Section 6. Indemnification	9
Section 7. Listing	9
<b>ARTICLE 5 – NO STRIKE/NO LOCKOUT/IMPASSE PROCEDURE</b>	<b>10</b>
Section 1. No Strike/Slowdown	10
Section 2. Impasse Procedure	10
Section 3. No Lockout	13
Section 4. Union Representatives Responsibility	13
Section 5. Penalties	13

<b>ARTICLE 6 – LABOR/MANAGEMENT MEETINGS</b>	<b>14</b>
Section 1. Labor Management Conferences	14
Section 2. Purpose	14
Section 2A. Judges’ Attendance	14
Section 3. Compliance with Laws	14
Section 4. Unsafe Conditions	15
Section 5. Safety Grievances	15
<b>ARTICLE 7 – PERSONNEL FILES</b>	<b>16</b>
Section 1. Personnel Files	16
Section 2. Inspection	16
Section 3. Notification	16
<b>ARTICLE 8 – DISCIPLINE</b>	<b>17</b>
Section 1. Discipline	17
Section 2. Investigations	17
Section 3. Disciplinary Conferences	17
Section 4. Disciplinary Action	17
Section 5. Limitations	17
Section 6. Notice of Discipline	18
<b>ARTICLE 9 – GRIEVANCE PROCEDURE</b>	<b>19</b>
Section 1. Definition of a Grievance	19
Section 2. Grievance	19
Section 3. Grievance Procedure	19
Section 4. Arbitration Procedures	19
Section 5. Processing Grievances during Work Hours	20
Section 6. Time Limits	20
Section 7. Extensions	21
Section 8. Testifying	21
<b>ARTICLE 10 – HOURS OF WORK AND OVERTIME</b>	<b>22</b>
Section 1. Regular Hours/Meal Periods	22
Section 2. Work Period	22
Section 3. Overtime	22
Section 4. Compensatory Time	23
Section 5. Call Back	23
Section 6. Exceptions	23

<b>ARTICLE 11 – SENIORITY, LAYOFF AND RECALL</b>	<b>24</b>
Section 1. Definition	24
Section 2. Application of Seniority	24
Section 3. Termination of Seniority	24
Section 4. Seniority of New Employees	24
Section 5. Seniority Roster	25
Section 6. Layoff	25
Section 7. Recall	25
Section 8. Recall Notice to Employees	26
Section 9. Transfer Out of Bargaining Unit	26
<b>ARTICLE 12 – VACANCIES: PROBATIONARY EMPLOYEES</b>	
Section 1. Permanent Vacancy	27
Section 2. Posting	27
Section 3. Selection	27
Section 4. Temporary Vacancies	27
Section 5. Probationary Employees	27
<b>ARTICLE 13 – VACATIONS</b>	<b>28</b>
Section 1. Vacation Accrual	28
Section 2. Vacation Use	28
Section 3. Approval and Use	28
Section 4. Separation	29
Section 5. Vacation Part Time	29
<b>ARTICLE 14 – HOLIDAYS</b>	<b>30</b>
Section 1. Eligibility	30
Section 2. Holidays Observed	30
Section 3. Separation	30
<b>ARTICLE 15 – SICK LEAVES</b>	<b>31</b>
Section 1. “Full-time” Employees Defined	31
Section 2. Sick Leave Accrued	31
Section 3. Sick Leave Use Restriction	31
Section 4. Sick Leave Abuse Sanction	32
Section 5. Notification of Balances	32
Section 6. Personal Days	32

<b>ARTICLE 16 – LEAVES OF ABSENCE</b>	<b>33</b>
Section 1. Discretionary Leave	33
Section 2. Illness or Injury Leave Not Connected to Employment and Pregnancy Leave	33
Section 3. Military Leave	33
Section 4. Bereavement Leave	34
Section 5. Employment Required Continuing Education Leave	34
Section 6. Failure to Return from Leave	34
Section 7. Prohibition against Misuse of Leaves	34
<b>ARTICLE 17 – WAGES</b>	<b>35</b>
Section 1. Wages	35
Section 2. Training Pay	36
Section 3. Acting Up Pay	36
<b>ARTICLE 18 – HEALTH INSURANCE AND PENSION</b>	<b>37</b>
Section 1. Health Insurance and Pension	37
Section 2. Vision Insurance	38
Section 3. Dental Plan	39
Section 4. Prescriptions	39
Section 5. Insurance upon Termination of Employment	40
Section 6. Life Insurance	40
Section 7. Health Insurance for Retirees	40
Section 8. Wellness Plan Description	41
<b>ARTICLE 19 – MISCELLANEOUS PROVISIONS</b>	<b>42</b>
Section 1. Work Rules	42
Section 2.	42
Section 3.	42
Section 4.	42
Section 5.	42
<b>ARTICLE 20 – ENTIRE AGREEMENT: SAVINGS CLAUSE</b>	<b>43</b>
Section 1. Entire Agreement: Waiver	43
Section 2. Savings Clause	43
<b>ARTICLE 21 – TERMINATION</b>	<b>44</b>
<b>SIGNATURE PAGE</b>	<b>45</b>
<b>MEMORANDUM OF UNDERSTANDING</b>	<b>46</b>

**PREAMBLE**

**WHEREAS**, the Boone County Circuit Court Clerk has voluntarily recognized the practice and procedures of collective bargaining as a fair and orderly way of conducting relations with certain employees of the Boone County Circuit Court Clerk's Office, insofar as such practices and procedures do not interfere with the County's right and constitutional obligation to operate such in an efficient manner for the purposes of best serving the residents of the County; and insofar as such practices and procedures do not interfere with the Circuit Court Clerk's right and constitutional obligation to operate the Circuit Court Clerk's Office in an efficient manner; and to make clear all basic terms upon which such relationship depends;

**WHEREAS**, It is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay, wages, salaries, hours, and conditions of employment; and to provide the procedure for the prompt and peaceful resolution of grievances respecting the terms of this Agreement;

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

## **AGREEMENT**

This Agreement is entered into between the Boone County Circuit Court Clerk (hereinafter referred to collectively as the Employer) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW and its Local Union #1268.

**ARTICLE 1**  
**RECOGNITION: NEW CLASSIFICATIONS**

**Section 1. Recognition**

The Employer recognizes the Union as the sole and exclusive collective bargaining representative in all matters concerning rates of pay, wages, salaries, hours of employment and other conditions of employment for the following employees employed in Boone County for the Circuit Court Clerk as certified body the Illinois State Labor Relations Board:

All full-time and regular part-time employees in the Boone County Circuit Court Clerk's Office with the following classifications: Deputy Circuit Clerk, Office Clerical and Department Supervisor.

Exclusions: All irregular part-time employees, the Chief Deputy Circuit Court Clerk, and the Circuit Court Clerk and all supervisory, managerial, and confidential employees as defined by the Act.

**Section 2. New Classifications**

The Employer shall promptly notify the Union Representative within 15 days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the above stated bargaining unit.

If a new classification is a successor title to a classification covered by this Agreement and the job duties are not significantly altered or changed, the new classification shall automatically become a part of the Agreement and the parties shall jointly file the appropriate petition for accretion with the ISLRB.

If the new classification contains a significant part of the work now being done by any of the classifications covered by the Agreement, or whose duties are similar to other bargaining unit employees or if the duties are new to the existing bargaining unit, and the Union Representatives notify the Employer of a desire to meet within 10 days of its receipt of the Employer's notice, the parties will meet to review the proposed classification. If unable to reach an agreement as to its inclusion or exclusion from the unit and or its rate of pay, the parties may submit the issue(s) to Step 3 of the grievance procedure. However, the Employer is free to assign a temporary rate pending resolution of any negotiations or grievance procedure.

In the event where an arbitrator is assessing the reasonableness of the proposed salary grade, he/she shall consider:

- a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employer's workforce.
- b) Like positions with similar job content and responsibilities of other position classifications in the Employer's workforce.

c) Significant differences in working conditions to comparable position classifications.

Upon Installation of the new position classification the filling of such position classification shall be in accordance with the posting and bidding procedures of this Agreement.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the Circuit Court Clerk, subject to the constitutional and statutory administrative and supervisory authority of the Supreme Court and the Chief Judge of the 17<sup>th</sup> Judicial Circuit retains traditional and constitutional rights to operate the Circuit Court Clerk's Office, as well as those rights enumerated within the Illinois Public Labor Relations Act. Such management rights include, but are not exclusive of, the following:

- (a) to plan, direct, control, and determine all operations and services of the Circuit Court Clerk's Office;
- (b) to supervise and direct employees;
- (c) to establish the qualifications for employment and to employ employees;
- (d) to establish reasonable work rules and work schedules and to assign such;
- (e) to hire, promote, transfer, schedule, and assign employees in positions and to create, combine, modify, and eliminate positions within the Circuit Court Clerk's Office; provided the employer advises the Union representative as soon as practical in advance, and provides for discussion if requested by either party;
- (f) to suspend, demote, discharge, and take other disciplinary action against employees for just cause (probationary employees without cause);
- (g) to establish reasonable work and productivity standards and, from time to time, amend such standards;
- (h) to lay off employees;
- (i) to maintain efficiency of County Circuit Court Clerk operations and services;
- (j) to determine the methods, means, organization, and number of personnel by which such operations and services shall be provided;
- (k) to maintain efficiency of Employer's operations;
- (l) to take whatever action is necessary to comply with State and Federal law;
- (m) to change or eliminate methods, equipment, and facilities for the improvement of operations;
- (n) to determine the kinds and amounts of services to be performed as they pertain to operations and the number and kind of classifications to perform such services;
- (o) to contract out for goods and/or services;
- (p) to determine the methods, means, and personnel by which operations are to be conducted; and,
- (q) to take whatever action is necessary to carry out the functions of the Circuit Court Clerk's Office in emergency situations.

**ARTICLE 3**  
**REPRESENTATIONS**

**Section 1. Union Representatives**

The Employer agrees to recognize the following Union representatives: one (1) Committee person selected or elected as well as one (1) alternative Committee person if the regularly selected or elected Committee person is unavailable. The above representatives will be elected or selected by the Union. Should there be a substantial change during the life of this Agreement, the parties shall meet for purpose of working out redistribution of Union Representatives.

**Section 2. Administration of Agreement**

The Union Representatives shall provide written notice to the Employer within ten (10) working days following election or selection of its representatives who shall be responsible for the enforcement and administration of the Agreement.

**Section 3. Attendance at Union Meetings**

Subject to the need for orderly scheduling, the Employer agrees that elected officials of the Union shall be permitted reasonable time off with loss of pay to attend general board or special meetings of the Union provided that at least seven (7) calendar days' notice of such meetings shall be given in writing if possible, to the Employer, and provided further that the names of all such officials and officers shall be certified in writing to the Employer.

**Section 4. Required Union Representatives Activity**

Employees shall be allowed necessary and reasonable paid time during working hours to attend grievance hearings, labor/management, and other committee meetings, and other necessary and reasonable activities so long as they have been established by this Agreement, and/or other meetings called or agreed to by the Employer if said employees are entitled or required to attend such by virtue of their status as grievants or witnesses thereto, or as designated representatives of the Union requested to assist such grievant during appropriate grievance procedures. Such time off with pay shall be reasonably related to the performance of their obligations under this contract.

**Section 5. Leave Without Pay to Attend Union Representatives Meetings**

Subject to approval of management up to two (2) employees per certified bargaining unit request a leave of absence without pay to attend Union conferences, seminars, and conventions. Such requests must be in writing at least three (3) days prior to the requested leave of absence and shall not be compensated for by the Employer or unreasonably withheld.

**Section 6. Union Representatives Access**

Union representatives or their designees shall have access to the premises of the Employer during an emergency situation in order to help resolve a serious dispute or issue. In order to receive access, such representative must provide prior reasonable notice to the Employer and make necessary arrangements so as not to disrupt the work of employees. An International Representative of the Union upon notifying the Employer, shall be permitted on the Employer's premises during normal working hours for the purpose of investigating grievances for Step 3 or beyond.

**Section 7. Bulletin Boards**

The Employer shall provide bulletin board space which shall be located in the Circuit Court Clerk's Office and not readily accessible to the public.

**ARTICLE 4**  
**DUES DEDUCTION/FAIR SHARE**

**Section 1. Deductions**

Employer agrees to deduct from the pay of those employees who individually request, any or all of the following: Union membership dues, VCAP, assessments, fair share payments or fees. Requests for any deductions shall be made on a form agreed to by the parties.

**Section 2. Remittance**

Upon receipt of any appropriate written authorization from an employee, such authorized deductions shall be made and shall be remitted on a monthly basis to the Union in accordance with its current procedures, and at the address designated in writing by the Union. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

**Section 3. Fair Share Deduction**

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

**Section 4. Religious Exemption**

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

**Section 5. Notice and Appeal**

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

**Section 6. Indemnification**

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

**Section 7. Listing**

With each payment issued to the Union, representing deductions made pursuant to this Article, the Employer shall also forward a listing identifying the individual employee and dues/fair share amount so deducted from his/her paychecks.

**ARTICLE 5**  
**NO STRIKE/NO LOCKOUT/IMPASSE PROCEDURE**

**Section 1. No Strike/Slowdown**

During the terms of this Agreement, neither the Union Representatives nor any officers, agents, designees, or employees of Employer shall instigate, promote, sponsor, engage in, or condone any strike (including sympathy strike), slowdown, concerted stoppage of work, or any other intentional disruption of the operations of Employer, regardless of the reasons for doing so.

**Section 2. Impasse Procedure**

1. Mediation: In the event negotiations are not completed thirty (30) days prior to the expiration date of this Agreement, or if a good-faith Impasse is reached prior thereto, any party may request appointment of a mediator by the Federal Mediation and Conciliation Service, and shall notify the State Labor Relations Board of the appointment.

2. Interest Arbitration: If any dispute concerning the contents of the collective bargaining agreement under negotiation has not been resolved prior to fourteen (14) days before the expiration date of this Agreement, the parties shall initiate arbitration, and notify the Labor Board. In such event, the questions shall be submitted for arbitration to an arbitrator chosen as follows:

1) The arbitrator shall be the person next in order on a rotating list of arbitrators previously agreed upon by the Circuit Court Clerk and the Union and who is available to arbitrate based on the schedule set below. An arbitrator shall remain on the list until such time as any party requests his or her removal; provided however, that no party shall request the removal of an arbitrator during the arbitrator's first year on the list or while the arbitrator is serving on an arbitration panel.

2) If the parties have failed to select a list of arbitrators by mutual agreement, they shall select from among the 7-person panel sent by the Labor Board pursuant to its rules.

Within fifteen (15) days of his or her selection, the arbitrator shall call a hearing to begin within fifteen (15) days and shall give reasonable notice of the time and place of such hearing. The arbitrator shall preside over the hearing and shall take testimony.

Any oral or documentary evidence and other data deemed relevant by the arbitrator may be received in evidence. The proceedings shall be informal. Technical rules of evidence shall not apply and the competency of the evidence shall not thereby be deemed Impaired. A verbatim record of the proceedings shall be made upon the request of any party or the arbitrator. The arbitrator shall arrange for the necessary recording service. Transcripts may be ordered at the expense of the party ordering them, but the transcripts shall not be necessary for a decision by the arbitrator. The expense of the proceedings, including a fee for the

arbitrator, established in advance by the parties, shall be borne equally by the Employer and the Union. The hearing conducted by the arbitrator may be adjourned from time to time, but unless otherwise agreed by the parties, it shall be concluded within thirty (30) days of the time of its commencement. Arbitration proceedings under this Section shall not be interrupted or terminated by reason of any unfair labor practice charge filed by any party at any time.

The arbitrator may issue subpoenas, administer oaths, require the attendance of witnesses and the production of such books, papers, contracts, agreements, and documents as may be deemed by its material to a just determination of the issue in dispute. If any person refuses to obey a subpoena, or refuses to be sworn or to testify, or if any witness, party, or attorney is guilty of any contempt while in attendance at any hearing, the arbitrator may invoke the aid of any circuit court judge designated to hear the case by the Supreme Court of Illinois, which court shall issue an appropriate order.

If at any time before the rendering of an award, the arbitrator is of the opinion that it would be useful or beneficial to do so, the arbitrator may remand the dispute to the parties for further collective bargaining for a period not to exceed two (2) weeks. If the dispute is remanded for further collective bargaining the parties shall agree to extend the time provisions of the Illinois Public Labor Relations Act for a time period equal to that of the remand. The arbitrator shall notify the Board of the remand.

At or before the conclusion of the hearing, the arbitrator shall identify the issues in dispute and direct the parties to submit, within such time limit as the arbitrator shall prescribe, to the arbitrator and to each other, their last offer of settlement on each issue.

As to each economic issue, the arbitrator shall adopt the last offer of settlement which, in the arbitrator's opinion, more nearly complies with the factors (1) through (8) listed below. The finds, opinions, and order as to all other issues will be based on the factors (1) through (8) listed below. The determinations of the arbitrator as to the issues in dispute shall be conclusive. The arbitrator, within thirty (30) days after the conclusion of the hearing or such further additional periods to which the parties may agree, shall make written findings of fact and promulgate a written opinion and award, and shall main or otherwise deliver a true copy thereof to the parties and their representatives.

Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of the employment under the proposed new or amended agreement are in dispute, the arbitrator shall base its findings, opinions, and order upon the following factors, as applicable:

- (1) The lawful authority of the Employer.
- (2) Stipulations of the parties.
- (3) The interests and welfare of the public and the financial ability to meet those costs.

(4) Comparison of the wages, hour, and conditions of the employment of the employees involved in the arbitration proceedings with wages, hours, and conditions of employment of other employees performing similar services and with other employees generally:

- (a) In public employment in the same and comparable communities.
- (b) In private employment in the same and comparable communities.

(5) The average consumer prices for goods and services commonly known as the cost of living.

(6) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excuse time, insurance and pensions, medical and hospitalization benefits, and continuity and stability of employment, and all other benefits received.

(7) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

(8) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment through voluntary collective bargaining mediation, fact-finding, arbitration, or otherwise between the parties, in the public service or in private employment.

However, the arbitrator shall not make an award that is contrary to the constitutional, statutory, common law, or inherent powers of the judiciary of Supreme Court rules and orders.

Awards of the arbitrator shall be reviewable, upon appropriate petition by either the Circuit Court Clerk or the exclusive bargaining representative, by such circuit court judge as has been designated by the Supreme Court of Illinois. The arbitrator's award shall be reviewable only for reasons that the arbitrator was without or exceeded his statutory authority or the order is contrary to the constitutional, common law, or inherent powers of the judiciary, or to a Supreme Court Rule or Order; or the award is arbitrary, or capricious; or the award was procured by fraud, collusion, or other similar and unlawful means. Such petitions for review must be filed with the appropriate circuit court within ninety (90) days following the issuance of the court within ninety (90) days following the issuance of the arbitration award. The pendency of such proceeding for review shall not automatically stay the order of the arbitrator.

The party against whom the final decision of any such court shall be adverse, if such court finds such appeal or petition to be frivolous, shall pay reasonable attorneys' fees and costs to the successful party as determined by said court in its discretion. If said court's decision affirms the award of money, such award, if retroactive, shall bear interest at the rate of twelve percent (12%) per annum from the effective retroactive date.

During the pendency of proceedings before the arbitrator, existing wages, hours, and other conditions of employment shall not be changed by action of any party without the

consent of the others, but a party may so consent without prejudice to its rights or position under the Illinois Public Labor Relations Act or this Agreement.

All of the terms decided upon by the arbitrator shall be included in an agreement to be submitted to the Circuit Court clerk's governing body for ratification and adoption. For purposes of any interest arbitration pursuant to this contract, "governing body" means the three persons appointed by the Supreme Court to serve as governing body.

The governing body shall review each term decided by the arbitrator and submitted to it. If the governing body fails to reject one or more terms of the arbitrator's award by a 3/5 vote of those duly appointed and qualified members of the governing body, within twenty (20) days of issuance such term or terms shall become a part of the collective bargaining agreement of the parties. If a governing body affirmatively rejects one or more terms of the arbitrator's award, it must provide reasons for such rejection with respect to each term so rejected, within twenty (20) days of such rejection and the parties shall return to the arbitrator for further proceedings and issuance of a supplemental award with respect to the rejected terms. All reasonable costs of such supplemental proceedings, including the Union's reasonable attorney's fees, as established by the arbitrator, shall be paid by the rejecting party. Any supplemental award by an arbitrator shall be submitted to the governing body for ratification and adoption in accordance with the procedures and voting requirements set forth above.

If the governing body of the Employer votes to reject the arbitrator's award, the parties shall return to the arbitrator within thirty (30) days from the issuance of the reasons for rejections for further proceedings and issuance of a supplemental award.

### **Section 3. No Lockout**

During the terms of this Agreement, the Employer shall not instigate a lockout over a dispute with the Union Representative so long as there is no breach of Section 1.

### **Section 4. Union Representatives Responsibility**

Upon written notice by the Circuit Court clerk to the Union Representatives that certain member/employees are engaged in a violation of this Article, the Union Representative shall immediately in writing order such members to return to work, provide the Circuit Court clerk a copy of such, and the bargaining agent of the Union shall promptly and publicly order them to return to work and do whatever acts reasonably necessary to secure their immediate return to work.

### **Section 5. Penalties**

Any employee engaging in activity prohibited by this Article, or who instigates or gives leadership to such activity, shall be subject to immediate discharge with loss of all benefits accrued.

**ARTICLE 6**  
**LABOR/MANAGEMENT MEETINGS**

**Section 1. Labor Management Conferences**

The Union of the Circuit Court Clerk mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that monthly meetings be held between Union Representatives and responsible administrative personnel representing the Circuit Court Clerk. Such meetings shall be held on a monthly basis and before or after work hours. Union representatives shall receive compensatory time for the time spent at these meetings.

Meetings shall be limited to:

- (a) Discussion on the implementation and general administration of this Agreement.
- (b) A sharing of general information of interest to the parties.
- (c) Discussion of working conditions.

The International Union Representative may attend these meetings. Such meetings may be held more frequently upon mutual agreement by the parties.

**Section 2. Purpose**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. The agenda for such meetings shall be established by the Circuit Court Clerk and shall provide for "New Business". Such meetings shall be chaired by the Circuit Court Clerk Representative.

**Section 2A. Judges' Attendance**

In the event that one of the items to be discussed at a meeting involves one or all of the judges or the Chief Judge, and the Union believes that the attendance of that judge or judges would be useful to the discussion of the items, the Union may request the attendance of that judge or judges in its request for a "labor-management conference." In that event, the Circuit Court Clerk will invite the judges specified in the Request to attend the meeting, but the Union agrees that the Circuit Court Clerk has no control over the attendance of a judge and the failure of a judge to attend a meeting is not subject to the grievance and arbitration provisions contained in the Agreement.

**Section 3. Compliance with Laws**

In order to maintain safe working conditions, the Employer shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. All such employees shall comply with all safety rules and regulations established by their supervisors and are subject to disciplinary action for violations from there from.

#### **Section 4. Unsafe Conditions**

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition or equipment shall immediately inform their supervisors who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job should be discontinued. However, this does not entail those working conditions inherent in the performance of duties as employees of a law enforcement agency.

#### **Section 5. Safety Grievances**

A grievance involving an alleged violation of this Article shall be submitted directly to Step 2 of the grievance procedure and a grievance hearing shall be promptly scheduled.

The International Union Representative may attend those meetings. Such meetings may be held more frequently upon mutual agreement by the parties.

**ARTICLE 7**  
**PERSONNEL FILES**

**Section 1. Personnel Files**

The Employer shall keep a central personnel file for each employee. Supervisors are free to keep working files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee.

**Section 2. Inspection**

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

- (a) Such inspection shall occur no longer than seven (7) days following receipt of the request;
- (b) Such inspection may occur during an employee's working hours upon reasonable written request;
- (c) The employee shall not be permitted to remove any part of the personnel files from the premises, but may obtain copies of any information contained therein upon reasonable payment for the cost of copying;
- (d) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his/her file with respect to such grievance, that employee may have a Union Representative present during such inspection and/or may designate in such written authorization that said representative may inspect his/her personnel file subject to the procedures contained in this Article;
- (e) If an employee disagrees with any information contained in the personnel file, the employee may submit a written statement of his/her position which shall become an integral part of that portion of the file over which disagreement exists, until such portion is permanently removed from such file;
- (f) Pre-employment information, such as reference reports, credit checks, or information provided the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying.

**Section 3. Notification**

An employee shall be given notice by Employer when a formal, written warning or other disciplinary documentation is permanently placed in his/her personal file.

**ARTICLE 8**  
**DISCIPLINE**

**Section 1. Discipline**

The parties recognize the authority of the Circuit Court clerk to reprimand in writing, suspend, discharge, or take other corrective action against an employee for just cause. Discipline when invoked will normally be progressive in nature such as; verbal reprimand, written reprimand, suspension(s), and discharge. However, the Employer shall have the right to invoke a penalty which is appropriate to the seriousness of an individual incident or situation.

**Section 2. Investigations**

The parties agree that disciplinary action must be supported by a timely and accurate investigation. An employee shall be entitled upon request to the presence of a Union Representative at any meeting at which discipline may or will take place or at an investigatory interview of the employee by the Circuit Court Clerk regarding charges which if substantiated, could result in suspension or discharge. The employee will be advised of the nature of any disciplinary or investigatory meeting before it commences.

**Section 3. Disciplinary Conferences**

Whenever an employee is to be formally charged with a violation of any rule, regulation or policy, a disciplinary conference shall be scheduled and the employee shall be notified of the charge and shall have Union representation at this conference if so desired. The employee shall be informed of the nature of the charges against him/her and the reasons that disciplinary action is intended. The employee shall have the right to respond to the results of the disciplinary conference which shall become a part of the employee's record if submitted in writing by the employee.

**Section 4. Disciplinary Action**

The employee shall be given notice of charges and disciplinary action. Formal notification to the employee of disciplinary action shall clearly specify the charges. Any employee who alleges that disciplinary action is not based upon just cause may grieve such action pursuant to the grievance procedure.

**Section 5. Limitations**

The Circuit Court Clerk agrees herein that disciplinary action shall be in a timely manner and shall not be taken more than thirty (30) calendar days from the date the incident giving rise to such disciplinary action occurred or from the date the Circuit Court Clerk first became aware of such incident and shall recognize only that disciplinary action appropriately documented and

filed in the employee central personnel files and not in other working files maintained by other management staff. Furthermore, the Circuit Court Clerk shall, prior to actual imposition of discipline, afford the subject employee an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable and not be unduly or unreasonably delayed, and the employee should be informed clearly and concisely of the basis of such action. Furthermore, upon request of the employee, a Union Representative shall be allowed to be present and, if the employee approves, participate in such discussions. Any employee who alleges that disciplinary action is not based on just cause may grieve such action pursuant to the grievance procedures.

**Section 6. Notice of Discipline**

In the event disciplinary action is taken against an employee, other than oral discipline, the Circuit Court Clerk shall promptly furnish written notice to the employee which shall clearly and concisely state the reasons for such discipline. Copy of such written notice shall be maintained in the employee's central personnel file.

**ARTICLE 9**  
**GRIEVANCE PROCEDURE**

**Section 1. Definition of a Grievance**

A grievance is defined as any meritorious difference, complaint, or dispute between the Circuit Court clerk and the Union Representatives or any employee(s) regarding the application, meaning, or interpretation of this Agreement or past practice. The parties will make every effort to settle grievances at the earliest possible step.

**Section 2. Grievance**

A written grievance shall contain a statement of the grievant's complaint, the Article and Section of the Agreement or past practice allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee(s) and the date.

**Section 3. Grievance Procedure**

**Step 1.** The Union Representative and/or employee shall take up the grievance or dispute with the immediate Supervisor within the Circuit Court Clerk's Office within seven (7) calendar days of the date of the incident giving rise to the grievance or of the employee's knowledge of its occurrence. The Supervisor shall attempt to adjust the matter and shall respond to the Union Representative and/or the employee(s) within five (5) calendar days.

**Step 2.** If the grievance has not been settled, it shall be reduced to writing by the Union Representative to the Circuit Court Clerk within five (5) calendar days after the Supervisor's response is due. The Circuit Court Clerk shall answer the grievance in writing on the space provided on the grievance form within five (5) calendar days.

**Step 3.** If the grievance still remains unsettled, it may be appealed to the Circuit Court Clerk. Such appeal to Step 3 shall be by the Union and on the space provided on the grievance form within five (5) calendar days after receipt of the Circuit Court Clerk's answer. Grievances must be answered by the Employer in writing on the grievance form within fifteen (15) calendar days after the meeting.

**Step 4.** A grievance not settled in the prior step may be referred to arbitration by only the Union by appeal in writing within fifteen (15) working days from the receipt of the answer in Step 3. Such appeal shall be by letter from the Union stating the number of grievance being appealed.

**Section 4. Arbitration Procedures**

Representatives of the Employer and the Union shall meet to select an arbitrator, from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after the meeting, the parties shall request the Federal Mediation and

Conciliation Service to submit a list of seven (7) arbitrators. Any party may reject an entire panel of arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union Representatives and shall be notified of the issue where mutually agreed by the parties.

The parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Rules of the American Arbitration Association shall apply.

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

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall neither amend, modify, nullify, ignore, add to, nor subtract from the provisions of this Agreement.

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the Employer and the Union. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

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

If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay one-half (1/2) the transcription fee and the cost of duplicating its copy.

#### **Section 5. Processing Grievances during Working Hours**

The Union Representatives and employee members may reasonably investigate and process grievances during scheduled working hours without loss of pay.

#### **Section 6. Time Limits**

There shall be three (3) copies of the grievance form and the grievance shall cover one matter. In case an answer is not rendered within the time limits, the grievance may be taken to the next succeeding step except with respect to Step 4. In case a grievance is not filed or

appealed within the time limits, it shall be deemed to be abandoned and the same subject matter shall not be considered further or made the subject of a further grievance.

**Section 7. Extensions**

Time limits in any step may be extended by mutual agreement of the parties.

**Section 8. Testifying**

Employees testifying at an arbitration hearing will be made available with loss of pay; however, whenever possible they shall be placed on call to minimize lost time from work, unless they are required to assist the principal Union Representative in the conduct of the case.

**ARTICLE 10**  
**HOURS OF WORK AND OVERTIME**

**Section 1. Regular Hours/Meal Periods**

The regular hours of work each day shall be consecutive except that they may be interrupted by: a (1) hour unpaid lunch and two (2) twenty (20) minute paid rest periods during an employee's shift.

The Employer maintains the right to reschedule these meals and rest periods due to emergency requirements. When an employee misses a break due to court, it will be made up on the next scheduled work day, on which the employee is not in court, by providing an additional 20 minute break that day.

**Section 2. Work Period**

The regular work period for full-time employees covered by this Section shall consist of eight (8) consecutive hours (commencing 12/1/17) and the regular work week shall consist of five (5) consecutive days. The regular work period for regular part-time employees shall be set by the Employer provided that such employees are regularly scheduled to work less than thirty (30) hours per week.

**Section 3. Overtime**

- a) Pursuant to the Fair Labor Standards Act, all hours worked in excess of forty (40) hours in any work week, all hours worked on a holiday, if required by management, and all hours worked over eight (8) in one day, if the employee is required to work after his/her quit time, will be paid at time and one-half times an employee's regular rate of pay, or, in lieu thereof, shall, upon the agreement of the Employer and the employee, receive compensatory time at the rate of one and one-half (1-1/2) times the employee's regular rate of pay. "Hours worked" shall mean all hours spent in a pay status.
- b) All hours worked in excess of forty (40) hours shall:
  - 1) be distributed as equally as possible among all employees
  - 2) require prior explicit approval of the Circuit Clerk
  - 3) shall be posted in the break area weekly
- c) Any compensatory time earned by employees shall be calculated according to Section 3(a) of this Article.
- d) Overtime compensation shall not be paid more than once for the same hour under any provision of this agreement.

#### **Section 4. Compensatory Time**

Employees may opt to receive compensatory time off at their regular rate of pay for each hour actually worked beyond forty (40) hours in a regular work week period or overtime pay per Section 3 of this Article. Compensatory time may be granted in time blocks that are mutually agreed upon between the involved employee and his/her supervisor. If mutual agreement cannot be reached on compensatory time off, the employee shall receive his/her rate of pay for overtime worked in accordance with Section 3 of this Article.

#### **Section 5. Call Back**

A “call back” is defined as an official assignment of work which does not continuously precede or follow an employee’s regularly scheduled working hours. “Callbacks” shall be compensated for at the employee’s regular rate of pay for all hours worked on “callback”. However, there shall be a two (2) hour minimum on all “callbacks” and employees may be assigned other duties within their job classification in order to fulfill the two (2) hour minimum or an option of two (2) hours at compensatory time off.

#### **Section 6. Exceptions**

Time off for holidays or sick leave shall be counted as time worked for purposes of computing overtime compensation.

**ARTICLE 11**  
**SENIORITY, LAYOFF AND RECALL**

**Section 1. Definition**

“Seniority is defined for the purposes of this Agreement as the employee’s length of continuous full-time service with the Circuit Clerk since the employee’s last date of hire with the Circuit Court Clerk.

**Section 2. Application of Seniority**

In the application of seniority, and ability in promotions, filling of permanent openings, layoff, and recall, seniority shall be the determining factor when among qualified employees, their qualifications, skill, and ability to perform the work is substantially equal. When applying this principle of seniority and ability, the Circuit Court clerk’s decision shall be made in good faith and shall not be arbitrary or capricious.

**Section 3. Termination of Seniority**

Seniority shall be terminated when an employee:

- (a) resigns or otherwise quits;
- (b) is discharged for just 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);
- (c) retires;
- (d) 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 Circuit Court Clerk was notified prior to the tolling of the three (3) day period;
- (e) has been absent from work three (3) consecutive days without notifying the Circuit Court Clerk, except when the failure to notify is due to circumstances beyond the employee’s control.

In cases of seniority loss, the Circuit Court Clerk shall issue written notification to the employee at his/her last known residence of such loss and that employee is terminated, with a copy of such forwarded to the Union Representatives.

**Section 4. 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 Circuit Court Clerk. The Circuit Court Clerk shall, upon request, grant a probationary employee an oral evaluation after three (3) months of

service. Part time employees who are hired full time, will be given prorated seniority based on his/her part time hours worked for benefit purposes only.

### **Section 5. Seniority Roster**

The Circuit Court Clerk shall maintain, post, and keep current, within the bargaining unit covered by this Agreement, a seniority roster. The Union Representatives shall be provided a copy of the seniority roster on the date of posting, which shall be no less than annually.

### **Section 6. Layoff**

The Employer in its discretion shall determine whether layoffs are necessary unless it is clearly established that such a determination is arbitrary. If there is a reduction in the workforce, the Clerical employees will be first to be removed by order of seniority. Layoffs shall not take effect until the expiration of an appropriate two (2) week notice period to employees affected.

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:

- (a) temporary employees; seasonal employees; provisional employees; irregular part time employees;
- (b) part-time employees included in the bargaining unit affected;
- (c) probationary employees; and,
- (d) in the event of further reductions in the labor force, employees shall be laid off 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 7. Recall**

Employees who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work to which they are recalled without substantially further training.

The Circuit Court Clerk shall not hire new employees in bargaining unit positions so long as there are still employees on the recall list who are presently qualified to perform the work and are willing to be recalled.

### **Section 8. Recall Notice to Employees**

Employees eligible for recall shall be given fourteen (14) calendar 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 the Circuit Court Clerk of his/her intention to return within three (3) days after receipt of notice of recall. The Circuit Court Clerk 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 Circuit Court Clerk with his/her latest mailing address.

### **Section 9. Transfer Out of Bargaining Unit**

Any employee covered by this Agreement who is promoted to a job outside of the bargaining unit, but within the Circuit Court Clerk's Office and at a later date returns to the bargaining unit will, for seniority purposes, continue to accrue seniority for time spent outside the bargaining unit but within the Circuit Court Clerk's Office

**ARTICLE 12**  
**VACANCIES: PROBATIONARY EMPLOYEES**

**Section 1. 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 and the employer determines to replace the previous incumbent: retirement, termination, promotion, or demotions.

**Section 2. Posting**

Whenever a permanent vacancy occurs, other than a temporary vacancy as defined below, 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.

**Section 3. Selection**

The Circuit Court Clerk shall fill the permanent vacancy by promoting in order of seniority so long as such person is appropriately qualified.

**Section 4. Temporary Vacancies**

Temporary vacancies are defined as job vacancies that may periodically develop that do not exceed ninety days (90). Job openings that recur on a regular basis and/or that remain open more than ninety (90) days at a time shall not be considered temporary job openings.

**Section 5. Probationary Employees**

An employee being trained for a Deputy Clerk position is "probationary" for the first twelve (12) months. An employee being trained for a non-deputized position is probationary for the first six (6) months. The employer will do a monthly review process.

A temporary employee who becomes an employee in the same unit in which he/she was performing substantially the same work of for a continuous period immediately preceding the date he/she became an employee shall have such period retroactively counted towards completion of his/her probationary period.

No matter concerning the discipline, layoff, or termination of a probationary employee shall be subject to the grievance and arbitration procedures.

A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he/she has completed the required probationary period. An employee who has a continuous period of temporary or part time employment and is hired full-time, shall have up to six (6) months count towards completion of his/her probationary period.

**ARTICLE 13**  
**VACATIONS**

**Section 1. Vacation Accrual**

All regular non-probationary full-time employees covered by this Agreement shall be entitled to vacation as follows:

After completing 1 year—————10 Working Days\*

After completing 5 years—————15 Working Days\*

After completing 15 years—————20 Working Days\*

\*(NOTE: Working days for the purpose of this Article shall constitute an eight (8) hour day commencing 12/1/17.)

**Section 2. Vacation Use**

At the Circuit Clerk's discretion, employees may be allowed to carry over ten (10) days maximum of vacation per year. Recognizing that vacation time is granted as a period of rest and renewal for the employee, payment in lieu of vacation time will be prohibited except at the Circuit Clerk's discretion and then, only in emergencies. Any unused vacation days which have been denied during the vacation year will be allowed to carry over or, at the employee's discretion, will be paid out.

**Section 3. Approval and Use**

All vacation requests must be approved by the Employer. In approving such schedules, the Employer must consider the needs of the Circuit Court Clerk's office, service, and the seniority and wishes of the employee. Vacations shall be used only after it is earned and taken in increments of not less than fifteen (15) minutes at a time.

Vacation notices will be approved and posted according to the following:

1. Each October 1<sup>st</sup> thru October 31<sup>st</sup> preceding the vacation year, employees may submit a vacation request form to schedule a maximum of 10 days of vacation for the upcoming year.
2. All vacation time requested during that period will be approved by seniority.
3. Any vacation requests received after the October scheduling period will be approved on a first come first serve basis.
4. The employer will post the results of the vacation sign up in a mutually agreed area.
5. Each team will be allowed 1 person to be off on vacation per week.

**Section 4. Separation**

If an employee is terminated, quits, is laid off, or retires, he/she shall receive payment for any accrued unused vacation. In case of a death, it will be paid to the employee’s spouse or estate.

**Section 5. Vacation Part Time**

Part time employees averaging 20 to 37.5 hours each week who complete one (1) year of employment shall be entitled to vacations on a pro-rata basis as follows:

**Average Hours Worked**

- 20 Hours
- 23.5 Hours
- 27 Hours
- 30.5 Hours
- 34 Hours
- 37.5 Hours

**Days Accrued**

- 5 Working Days
- 6 Working Days
- 7 Working Days
- 8 Working Days
- 9 Working Days
- 10 Working Days

**ARTICLE 14**  
**HOLIDAYS**

**Section 1. Eligibility**

All regular full-time employees will be entitled to a minimum of twelve (12) paid holidays each year.

For purposes of this Article, holidays shall be based on an eight (8) hour day period commencing 12/01/17. Regular part-time employees are entitled to those holidays that fall on the days they are regularly scheduled to work.

**Section 2. Holidays Observed**

Employees shall receive the following holidays as ordered by the Chief Judge of the 17<sup>th</sup> Judicial Circuit and the Illinois Supreme Court and as approved by the Boone County Circuit Clerk:

New Years' Day	Labor Day
Martin Luther King Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Good Friday – Full Day	Day after Thanksgiving
Memorial Day	Christmas
Independence Day	Christmas Holiday (1)

If the Chief Judge revises the holiday schedule below 12 holidays, employees shall be given additional personal days (Article 15, Section 6) so that the number of holidays and additional personal days equal 12.

In addition to the above holidays, in recognition of differing conditions in the offices in the courthouse, significant increases in employee workloads in the Circuit Clerk's office and the cooperative employee response resulting in repeated increases in employee productivity, employees shall receive two (2) judicial productivity recognition days, to be taken on days mutually agreeable to the Circuit Clerk and the employee.

Full time and regular part-time employees who regularly work fifteen or more hours per week shall receive two (2) judicial productivity recognition days, to be taken on days mutually agreeable to the Circuit clerk and the employee. Regular part-time employees who regularly work between ten (10) and fourteen (14) hours per week shall receive one judicial productivity recognition day.

**Section 3. Separation**

If an employee is terminated, quits, is laid off, or retires, he/she shall be paid any accrued unused holidays for that year. In case of death, it will be paid to the employee's spouse or estate.

**ARTICLE 15**  
**SICK LEAVES**

**Section 1. “Full-time” Employees Defined**

For purposes of this Article, “full-time” employees are those employees working forty (40) hours per week (commencing 12/01/17) on a regular basis. For purposes of this Article, probationary employees qualify under the appropriate distinctions and shall accrue sick leave during their probationary periods.

**Section 2. Sick Leave Accrued**

Effective upon Implementation of this Agreement, all regular “full-time” employees shall accrue paid sick leave at the rate of 6 hours per month (commencing 12/01/17). Regular part-time employees who regularly work ten or more hours per week shall accrue paid sick leave on a prorated basis based on the number of hours they regularly work in a week.

Sick leave shall accrue provided the employee is compensated for at least seventy-five (75) hours pay per month. Employees off work because of a work related injury or illness shall continue to accrue sick leave earned during this period unless he/she returns to work.

Employees shall be allowed to accumulate unused paid sick leave and retain any such leave accumulated prior to the effective date of this Agreement. Such accrual shall be carried over annually and shall not be terminated at the end of each year up to a maximum of eight hundred (800) hours, with an amount over said amount being extinguished and not carried over into the next year.

Accumulated sick leave shall be paid to employees who are laid off, retired, and/or permanently and totally disabled pursuant to an order issued under the Illinois Workman’s Compensation Act, said payouts for laid off and retired employees will be paid at the rate of “one for four”, disabled employees will be paid on a “one for one” basis. The maximum hours to be paid out to employees laid off or retired with less than 20 (twenty) years of service, shall not exceed ¼ of 800 hours, (or 200 hours). Upon retirement with twenty (20) or more years of service a maximum payout in cash shall be up to two hundred (200) hours if accrued. In Lieu of cash payout, upon retirement with twenty (20) or more years of service, employees shall have the option of receiving all hours accrued up to eight hundred (800) hours converted to IMRF service credit.

**Section 3. Sick Leave Use Restriction**

Accumulated paid sick leave may be used for illness, disability, or injury of the employee, appointments with professional medical practitioners, chiropractors, psychologists, or mental therapists, and in the event of illness, disability, or injury of a member of the employee’s immediate family. (Defined as mother, father, step-parents, step-brothers, step-

sisters, spouse, children, stepchildren, brother, sister, grandparents, grandparents of spouse, grandchildren, brother-in-law, sister-in-law, and parents-in-law).

Accumulated paid sick leave shall be used in increments of no less than one (1) hour at a time. While the Employer shall not discipline employees for legitimate use of such, the Employer may require evidence of use of sick time for the purposes contained within this Article if reasonable grounds exist to suggest abuse. However, an employee who calls in sick and uses such sick leave in excess of three (3) consecutive shift periods may be required to produce a written statement by physician verifying the illness.

#### **Section 4. Sick Leave Abuse Sanction**

For purposes of the provisions contained within this Article, “abuse” of sick leave is the utilization of such for reasons other than those stated within Section 3 of this Article.

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken or accrue any rights inherent of such period, such as seniority and other rights. Continued abuse of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

#### **Section 5. Notification of Balances**

Employees shall be notified in writing of all forms of leaves balances, including vacation, sick leave, holidays, etc., on an annual basis. The employer shall submit such information on a more frequent basis upon employee’s request.

#### **Section 6. Personal Days**

Employees shall receive three (3) personal days each fiscal year. Unused personal days shall be converted to sick days and may accrue. In addition, an employee may use up to three (3) of the employee’s nine (9) sick days as personal days. Hours not converted from sick time to personal days each year shall accrue as sick time only. Part-time employees will be granted two (2) days of personal leave which shall be equal to the regular hours worked by that employee for 2 days each fiscal year.

**ARTICLE 16**  
**LEAVES OF ABSENCE**

**Section 1. Discretionary Leave**

The Employer may grant, at its discretion, a leave of absence under this subsection to any bargaining unit employee for good and sufficient reason and may prescribe the terms and conditions for such leave, including whether or not such leave shall be with pay. However, such leave may not exceed six (6) months but may, with good cause, be extended for an additional six (6) month period. The provisions contained within this subsection do not include those remaining leaves provided for within this Article.

**Section 2. Illness or Injury Leave Not Connected to Employment and Pregnancy Leave**

In the event an employee is unable to work due to injury or illness, not connected to employment, the Employer shall grant a disability leave at a rate of pay of sixty percent (60%) of the employee's average weekly pay during the preceding months. Benefits begin on the 1<sup>st</sup> day and run no longer than 30 calendar days. During such leave, the employee shall provide written verification by a person licensed under the Illinois Medical Practice Act or similar laws of Illinois, specifying the diagnosis, prognosis, and expected duration of disability. Such verification shall be provided at least every thirty (30) days during the period of disability unless the nature of the illness precludes the need for such.

Prior to requesting such leave, the employee shall inform the Employer in writing of the nature and approximate length of time needed for disability leave, which shall be provided by the attending physician.

If the Employer has reasons to believe the employee is able or unable to perform his/her job functions, or at any time during the period of disability, the Employer may require the employee to have a physical examination by an impartial physician designated by the Employer to determine the employee's ability or inability to perform his/her job functions which shall be paid for by the Employer.

Employees will be given the option of using sick leave or vacation before drawing this benefit. The employer may require additional information from the attending physician to document the illness or injury.

**Section 3. Military Leave**

Military leave and leave due to enrollment in the military reserves and emergency call-ups (including U.S. and Illinois military programs) shall be granted in accordance with present practices and procedures.

#### **Section 4. Bereavement Leave**

When a death occurs in an employee's immediate family (defined as mother, father, step-parents, spouse, children, stepchildren, brother, sister, step-brother, step-sister, grandparents, Step-grandparents, grandparents of spouse, grandchildren, brother-in-law, sister-in-law, parents-in-law, son-in-law, daughter-in-law, aunt, uncle) such employee, upon request, shall be granted three (3) consecutive scheduled work days leave of absence with pay. Such employee, upon return to work, may be requested by the Employer to provide satisfactory evidence of such death and attendance at the funeral. Regular part-time employees shall be compensated also if the death occurs on a regularly scheduled day of work. Employees will be granted an additional two (2) consecutive scheduled work days paid funeral leave when a death occurs of their respective mother, father, spouse or children.

The Employer may provide for additional days off unpaid when requested for travel or other related circumstances. This additional unpaid leave shall only be granted upon discretion of the Employer.

#### **Section 5. Employment Required Continuing Education Leave**

Courses of instruction, workshops, seminars, and any other continuing educational courses which the Employer requires the employee to attend shall be paid for by the Employer without any loss in the employee's time and rate of pay.

#### **Section 6. Failure to Return From Leave**

Failure to return from a leave of absence after the expiration date therefrom shall be cause for immediate discharge with loss of all benefits and rights accrued pursuant to the terms of this Agreement. The provisions contained herein shall not apply in cases where it was impossible for the employee to return and evidence of such is provided to the Employer after the expiration of such leave of absence of as soon as practical.

#### **Section 7. Prohibition against Misuse of Leaves**

Any leaves granted pursuant to the terms of this Agreement, regardless of being with or without pay, shall not be used for the purposes of securing alternative employment. An employee during such leave may not be gainfully employed or independently self-employed without prior approval by the Employer.

Violation of the provisions contained within this Agreement shall subject the employee to immediate discharge or loss of all benefits and rights accrued pursuant to the terms of this Agreement.

**ARTICLE 17**

**WAGES**

**Section 1. Wages**

**Wages for all full-time and part-time deputy circuit clerks shall be as set forth on the following table:**

	Start	1*	2-3*	4-5*	6-7*	8-9*	10-12*	13-14*	15-16*	17-18*	19+*
<b>12-1-2016 2.25 %</b>	13.11	13.59	14.91	15.57	16.89	17.68	18.20	18.73	19.32	19.57	19.92
<b>12-1-2017 8 Hrs/0%</b>	13.11	13.59	14.91	15.57	16.89	17.68	18.20	18.73	19.32	19.57	19.92
<b>12-1-2018 2.0 %</b>	13.37	13.86	15.21	15.88	17.23	18.03	18.56	19.11	19.70	19.96	20.32

**\*After completion of the years.**

**After completion of 19 years of service, an employee shall receive whatever increase the table receives for each following year.**

**Starting wages for all full-time and part-time non-deputized employees shall be \$11.00 per hour for the duration of the contract.**

**Wages for all full-time and part-time non-deputized employees shall increase at the same amount of increase received by the deputy circuit employees.**

## **Section 2. Training Pay**

When the Circuit Clerk assigns an employee to train another employee on particular job duties or an assignment, the employee assigned to the training will be paid an additional dollar (\$1.00) per hour for each hour the employee is training another employee. The Circuit Clerk shall use his/her discretion to select the employee he/she believes to be the best qualified to be assigned as trainer. Such training pay will not be received when one employee is simply assisting another employee or acting as a Team Leader unless an actual assignment to perform training is made.

## **Section 3. Acting up Pay**

When the Circuit clerk and Chief Deputy Clerk are both absent from the office for a half day or more, Team Leaders designated by the Circuit Clerk to supervise operations in their area shall be paid a dollar (\$1.00) an hour in addition to their regular wage rate to provide instruction and handle any issues which arise while both non-unit supervisors are out of the office. This shall not apply during lunch breaks or periods of less than one-half a day when both non-unit supervisors are regularly absent from the building.

**ARTICLE 18**  
**HEALTH INSURANCE AND PENSION**

**Section 1. Health Insurance and Pension**

The Employer shall at least maintain the present Health Insurance and Pension benefits provided to employees covered by the terms of this Agreement for the length of the contract.

The Employer shall institute a preauthorization and precertification program for employees that will receive inpatient hospital services. If the employee or health care provider fails to notify the Employers health insurance carrier of the recommended procedure before admittance into a health care facility, and the employee is subject to an additional one hundred dollar (\$100.00) deductible, the County shall reimburse the employee the additional one hundred (\$100.00 deductible).

Municipal Employees Retirement Health Insurance continuation privilege will be in accordance with state statutes. On the day of the retirement or disability period for the employee, they shall be offered the option of continued group insurance coverage at the same premium rate from time to time charged for equivalent coverage provided under the group policy with respect to covered employees whose retirement or disability period has not begun. The said premium rate shall be the rate established as the monthly fee for the entire cost of health insurance for either single or family coverage. The Employer shall not be required to pay any group insurance premium.

Within fifteen (15) days of the beginning of the retirement or disability period of any employee entitled to elect continued group insurance coverage under any group policy affected by this section, the Employer shall give written notice of such beginning to the insurance company issuing such policy. The notice shall include the employee's name and last known place of residence and the beginning date of the employee's retirement or disability period. Within fifteen (15) days of the receipt of such notice from the Employer, the insurance company shall give written notice to the employee at the employee's last known place of residence that coverage under the group policy may be continued to the retirement or disability period of the employee as provided in this section.

Within fifteen (15) days after receiving said notice from the insurance company, the employee shall notify the Employer of their intent to continue said coverage. Failure to notify the Employer within fifteen (15) days shall result in the automatic denial of said coverage. The health insurance premiums and deductibles as set forth in Section 1 (a) of this article shall remain in effect for the length of the contract. The health insurance benefits shall remain in effect for the length of the contract.

**Section 1(a). Employee Healthcare Contributions**

**TABLE 1**

**Employee Monthly Medical Contributions with Participation in Wellness Program**

Monthly contributions:

	<u>Current</u>	<u>8-1-2017</u>	<u>8-1-2018</u>	<u>8-1-2019</u>
Single	\$158.00	\$158.00	\$178.00	\$178.00
Empl + Spouse	n/a	\$260.00	\$310.00	\$352.00
Empl + Children	n/a	\$235.00	\$270.00	\$314.00
Family	\$270.00	\$300.00	\$345.00	\$375.00

**TABLE 2**

**Employee Monthly Medical Contributions without Participation in Wellness Program**

Monthly contributions:

	<u>Current</u>	<u>8-1-2017</u>	<u>8-1-2018</u>	<u>8-1-2019</u>
Single	\$158.00	\$188.00	\$228.00	\$228.00
Empl + Spouse	n/a	\$301.00	\$375.00	\$395.00
Empl + children	n/a	\$259.00	\$325.00	\$395.00
Family	\$270.00	\$388.00	\$475.00	\$525.00

<u>Deductible</u>	<u>Current</u>	<u>8-1-2017</u>	<u>8-1-2018</u>	<u>8-1-2019</u>
Single	\$575.00	\$575.00	\$575.00	\$650.00
Family	\$1,725.00	\$1,725.00	\$1,725.00	\$1,950.00

<u>Co-Pay</u>	<u>Current</u>	<u>8-1-2017</u>	<u>8-1-2018</u>	<u>8-1-2019</u>
Note: OB/GYN is Primary	\$20/office visit	\$25/Primary \$35/Specialist	\$25/Primary \$35/Specialist	\$35/Primary \$50/Specialist

<u>Emergency Room</u>	<u>Current</u>	<u>8-1-2017</u>	<u>8-1-2018</u>	<u>8-1-2019</u>
	\$75.00	\$150.00	\$200.00	\$250.00

**Section 2. Vision Insurance**

County employees shall be eligible for the insured vision plan as offered.

Employee	County pays for enrolled employee.
Family Coverage Option	\$6.31 per month subject to plan percent increase annually.

All enrolled employees and family members shall contribute the copayments and cost-sharing as identified in the plan document.

**Section 3. Dental Plan**

Employee may choose any dentist. Employee may elect dental plan and not the health insurance plan.

**Voluntary Plan**

**Employee Monthly Dental Contributions**

	<u>Current</u>	<u>8-1-2017</u>	<u>8-1-2018</u>	<u>8-1-2019</u>
Single	\$31.00	\$36.00	\$41.00	\$41.00
Family	\$46.00	\$51.00	\$56.00	\$56.00

**Benefits:**     **Type A preventative 10% (No Deductible)**  
                  **Type B and C Basic and Major Service subject to deductible:**  
                          **Single \$50.00**  
                          **Family \$100.00**  
                  **Then paid at: Type B           80%**  
                          **Type C                   50%**

**Orthodontic Benefit: 50% up to \$1,250.00 lifetime maximum per individual.**

**Section 4. Prescriptions**

<u>Drug Store</u>	<u>Current</u>	<u>8-1-2017</u>
Generic	\$10.00	\$5.00
Preferred Brand Name	\$35.00	\$35.00
Non-preferred Brand Name	\$50.00	\$60.00
Specialty Medication	n/a	\$100.00

**Note: Go to *myprime.com* to see RX lists**

<u>Mail Order</u>	<u>Current</u>	<u>8-1-2017</u>
Generic	\$20.00	\$10.00
Preferred Brand Name	\$70.00	\$70.00
Non-preferred Brand Name	\$100.00	\$120.00

### **Section 5. Insurance upon Termination of Employment**

The Employer agrees to abide by all applicable law pertaining to the continuation of benefits and insurance options following an employee's termination of employment.

### **Section 6. Life Insurance**

Effective upon ratification, each employee is entitled to fifteen thousand dollars (\$15,000) life insurance.

### **Section 7. Health Insurance for Retirees**

Retired employees shall pay 80% of the monthly rate as determined by the County for all categories. This payment shall be made to the County or the health insurance provider as designated by the County. All conditions of the plan maintained by the County shall apply to retired employees receiving this benefit. A retired employee shall be defined as an employee who leaves employment with the County in good standing after fifteen (15) or more years of service, is eligible for retirement by the rules and regulations of IMRF, and has not reached the age of sixty-five (65) or is otherwise eligible for Medicare or Medicaid. The retired employee shall indicate in writing within thirty (30) days after beginning retirement whether or not they seek to continue with the County group medical insurance. Failure to inform the County in writing within thirty (30) days of the beginning of retirement shall cause forfeiture of this option.

## **Section 8. Wellness Plan Description**

Boone County Illinois  
Wellness Plan Description  
May 12<sup>th</sup>, 2017

Employees **enrolled in the County group medical plan who participate in the voluntary wellness program** shall contribute monthly amounts as listed in Table “A” entitled “With Wellness Participation”. Enrolled employees who do not participate in the wellness program shall contribute the monthly amounts as listed in Table “B” entitled “Without Wellness Program”. The wellness program as established by the County, shall include but not be limited to: an online health questionnaire and onsite health screening which can be either a finger stick or full blood draw (Type of test will be determined by the County, communicated in advance, and apply uniformly to all participants).

These screenings will be made available yearly to all employees enrolled on the medical plan at the expense of the County. Premiums will change on August 1<sup>st</sup> of each year and employees must have participated in the most recent screening provided by the County to be eligible for the lower premium in the coming year.

All Medical information shall be subject to confidentiality guidelines per HIPAA regulations. It is understood that wellness programs are designed to have employees better understand their own personal health, and the program shall not mandate a particular treatment option. Employees are ultimately responsible for their own health management.

**ARTICLE 19**  
**MISCELLANEOUS PROVISIONS**

**Section 1. Work Rules**

The Employer may adopt, change, or modify work rules and regulations. Whenever the Employer changes work rules and regulations or issues new work rules and regulations, the Union or a representative shall be given five (5) working days prior notice, absent emergency, before the effective date of such and shall be afforded an opportunity to meet and discuss such changes with the Employer. Such changes shall automatically take effect without further notice upon expiration of the above five (5) day period.

**Section 2.**

Use of either male or female in this Agreement shall be construed to also refer to the other.

**Section 3.**

The parties agree that it is in their best interest if, prior to either filing or proceeding of an unfair labor practice, the procedure set forth as Steps 3 and 4 of the grievance procedure shall be used upon consent of all the parties as a mediation of the matter in dispute and to that end adopt such procedure. This section shall not deprive any employee or the parties from proceeding with an unfair labor practice complaint under the Act.

**Section 4.**

No provision of this contract which adversely affects or interferes with the constitutional or inherent powers of the judiciary or with a rule or order of the Supreme Court may be enforced. No provision of this contract may interfere with the supervision or conduct of a lawsuit by a judge. No provision in this contract which interferes with the supervision or conduct of a lawsuit by a judge may be enforced by the suspension of any such provision due to the conduct of a lawsuit by a judge shall not cause loss of wages or economic benefit to the members of the bargaining unit.

The Members of the bargaining unit agree to cooperate with the circuit judges to insure the smooth functioning of the judicial system but the bargaining unit members retain the right to grieve any violation of the terms of this Agreement.

**Section 5.**

The Employer will review, yearly, all employees on their anniversary date for their past performance. Employees will receive a copy of the review, and will have an opportunity to make comments on the review form. While the review may not be grieved, neither may it be treated as a written reprimand nor as any other form of discipline. The written job performance form shall be mutually agreed upon by union and management.

**ARTICLE 20**  
**ENTIRE AGREEMENT: SAVINGS CLAUSE**

**Section 1. Entire Agreement: Waiver**

This Agreement constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon any party unless executed in writing by the parties hereto. The Employer and the Union Representatives, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to: (1) any subject or matter specifically referred to or covered in this Agreement; and (2) subjects or matters that arose as a result of the parties' proposals during bargaining, but which were not agreed to.

**Section 2. Savings Clause**

If any Article or Section of this Agreement or any addenda thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall immediately negotiate a substitute for the invalidated Article, Section, or portion thereof.

**ARTICLE 21**  
**TERMINATION**

**Three (3) Year Agreement**

This Agreement shall be effective from December 1<sup>st</sup>, 2016, and shall continue in full force and effect until midnight November 30<sup>th</sup>, 2019, and thereafter from year to year unless not more than one hundred twenty (120) days, but not less than sixty (60) days prior to November 30<sup>th</sup>, 2019, or any subsequent November 30<sup>th</sup>, either party gives written notice to the other of its intention to amend or terminate this Agreement. Negotiations for a new Agreement shall begin within thirty (30) days of such notice. If sixty (60) days after the commencement of negotiations, no new Agreement has been reached, either party may declare Impasse.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017, after ratification by the Union within the bargaining units affected.

\_\_\_\_\_  
International Representative  
United Auto Workers

\_\_\_\_\_  
Boone County Circuit Clerk

Union Committee Persons:

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

INAL MEMORANDUM OF UNDERSTANDING HERE

