

**AGREEMENT**

**BETWEEN**

**MACOUPIN COUNTY CIRCUIT CLERK**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES UNION, COUNCIL 31, AFL-CIO  
ON BEHALF OF AND WITH  
LOCAL 3176**

**FOR**

**CERTIFIED JOB CLASSIFICATIONS IN THE  
OFFICE OF MACOUPIN COUNTY CIRCUIT CLERK**

**Effective  
September 1, 2020 to August 31, 2024**

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## PREAMBLE

This Agreement, entered into by the Macoupin County Circuit Clerk a public employer within the meaning of Sections 3(n) and 20(b) of the Illinois Public Labor Relations Act, hereinafter referred to as the Employer, and American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, referred to as the Union, after collective bargaining as required by 5 ILCS 315, has as its purposes: the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

## ARTICLE I – RECOGNITION

### Section 1.1 – Unit Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all employees in the bargaining units as described below. Such recognition is pursuant to certification by the State Labor Relations Board, and shall include all employees in such units, except those excluded pursuant to 5 ILCS 315 and such certification. Where a new classification is instituted, the work of which falls within the scope of the unit, the Employer agrees to jointly petition the State Labor Board to seek the necessary unit clarification.

Included: All full-time and regular part-time non-professional employees employed by Macoupin County Circuit Court Clerk including the following job classifications: Clerk and Chief Deputy Clerk.

Excluded: All employees employed by County of Macoupin, Chief Judge of Seventh Judicial Circuit Court, Macoupin County State's Attorney, all other employees not employed by the Macoupin County Circuit Court Clerk, all professional employees, supervisors, confidential and managerial employees as defined by the Illinois Public Labor Relations Act.

### Section 1.2 – New Classifications

If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the 3<sup>rd</sup> step of the grievance procedure.

The arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

- (a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employer's work force;
- (b) Like positions with similar job content and responsibilities within the public labor

market generally;

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

The pay grade originally assigned by the Employer shall remain in effect pending the arbitrator's decision

If the decision of the arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactively to the date of its installation.

Upon installation of the new position classification, the filling of such position classification shall be in accordance with other procedures set forth in this Agreement.

### **Section 1.3 – Supervisors**

Supervisors may continue to perform bargaining unit work which is incidental to their jobs. Supervisors may also perform bargaining unit work in emergency situations. Such work by supervisors shall not cause any layoffs or reduction of hours of bargaining unit employees.

## **ARTICLE II – MANAGEMENT RIGHTS**

The Employer possesses the sole right to operate the elected office and all management rights repose in the Employer. Except as specifically amended, changed or modified by the Agreement, and subject to the terms of this Agreement, these rights include, but are not limited to, the following:

- (a) To direct all operations of the Circuit Clerk's office;
- (b) To establish reasonable work rules and schedules of work;
- (c) To hire, promote, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the Circuit Clerk's office;
- (d) To suspend, discharge and take other disciplinary action against employees;
- (e) To lay off employees for lack of work or other legitimate reasons;
- (f) To maintain efficiency of Circuit Clerk operations;
- (g) To take whatever action is necessary to comply with State or Federal law (the Union reserves the right to bargain over any impact);
- (h) To introduce new or improved methods or facilities;
- (i) To change existing methods or facilities;
- (j) To determine the kinds and amounts of services to be performed as pertains to Circuit Clerk operations; and the number and kind of classifications to perform such services;
- (k) To contract out for goods or services;
- (l) To determine the methods, means and personnel by which Circuit Clerk operations

are to be conducted;

- (m) To take whatever action is necessary to carry out the functions of the Circuit Clerk in situations of emergency.

### **ARTICLE III – SUBCONTRACTING**

#### **Section 3.1 – General Policy**

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, improved work product or emergency.

#### **Section 3.2 – Notice and Discussion**

The Employer agrees not to subcontract work where it would result in the layoff of bargaining unit employees without first giving the Union notice and affording the Union the opportunity to bargain concerning such change. The Employer further agrees that they will not subcontract for the purpose of avoiding the terms and conditions of this Agreement.

### **ARTICLE IV – UNION RIGHTS**

#### **Section 4.1 – Union Activity During Working Hours**

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to process grievances or attend grievance hearings, labor/management meetings, new employee orientations, committee meetings and activities if such committees have been established by this Agreement, or meetings called or agreed to by the Employers, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, stewards, witnesses, or grievants, and if such attendance does not interfere with the Employers operations. This shall include all meetings and other activities covered by law.

#### **Section 4.2 – Access to Premises by Union Representatives**

The Employer agrees that local representatives, officers, and not more than two (2) AFSCME staff representatives at one time shall have reasonable access to the premises of the Employer, giving notice upon arrival to the appropriate Employer representative, provided such presence does not disrupt the operation of the office. Such visitations shall be for the reason of the administration of this Agreement. By mutual arrangement with the Employer in emergency situations, Union staff representatives or local Union representatives may call a meeting during work hours to prevent, resolve or clarify a problem of such magnitude that a work stoppage is likely.

#### **Section 4.3 – Time Off For Union Activities**

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or International conventions, provided such representatives shall give reasonable notice to his/her supervisor of such absence and shall be allowed such time off if it does not interfere with the operating needs of the Employer. Such time off shall not be detrimental in any way to the employee's record. Requests may be denied if time off would substantially interfere with the



operating needs of the Employer.

**Section 4.4 – Union Bulletin Boards**

The Employer shall provide bulletin boards or space thereon at each office. A portion of the boards shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature.

**Section 4.5 – Information Provided to the Union**

Once each month, the Employer shall notify the local Union and AFSCME Council 31 at email addresses designated by the Union in electronic format of the following personnel transactions involving bargaining unit employees, including work locations: new hires, promotions, demotions, reclassifications, layoffs, reemployments, transfers, leaves of absence, returns from leaves, suspensions, discharges, retirements, resignations, terminations, and any other information mutually agreed to by the parties.

In addition, the Employer shall notify both AFSCME Council 31 and the Local Union via electronic mail of all new persons hired into bargaining unit positions on or before the new employee(s) date of employment.

The Employers shall furnish the aggregate/total Union dues deduction of all employees and a list of the names, addresses, and an individual employee identifying number of all employees in the bargaining unit and their individual deductions to the Union electronically semi-monthly at the address designated in writing to the Employer by the Union.

**Section 4.6 – Union Orientation**

By mutual arrangement regarding time and place with the Employers, the Union shall be allowed to orient, educate, and update each employee for one (1) hour during the term of the Contract for the purpose of informing employees of their rights and obligations under this Collective Bargaining Agreement, and without loss of pay for the employees involved. Such attendance by employees shall be on a voluntary basis. New hires shall be included in such orientation during the first week of their orientation or training.

The Employers shall inform both the Local Union and AFSCME Council 31 of all such hirings on or before the employee(s) date of hire and the Union shall inform the Employers of the Union representative who will carry out the Union orientation.

**Section 4.7 – Union Meetings on Premises**

The Employer agrees to make available conference and meeting rooms for Union meetings required under this Article upon prior notification by the designated Union representative, unless to do so would interfere with the operating needs of the Employer, or cause additional cost or undue inconvenience to the Employer.

**Section 4.8 – Rate of Pay**

Any time off with pay provided for under this Article shall be at the employee's regular rate of pay as though the employee were working.

## **ARTICLE V – NO STRIKES/NO LOCKOUTS**

### **Section 5.1 – Strike/Lockout Prohibited**

Neither the Union nor any of its officers, agents or County employees will instigate, promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted work stoppage or concerted interruption of work during the term of this Agreement. The Employer shall not lock out employees during the term of this Agreement.

### **Section 5.2 – Union Action**

Upon notification by the Employer to the Union that certain of its members are engaged in violation of this provision, the Union shall immediately order them to return to work. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable, effective and affirmative action to secure the members' return to work as promptly as possible.

### **Section 5.3 – Penalties**

Any or all of the employees who violated any of the provisions of this Section may be discharged or disciplined by the Employer. In any arbitration proceeding involving breach of this provision, the sole question for the arbitrator to determine is whether the employee or Employer engaged in the activity prohibited by this Article. In addition to penalties provided herein, the Employer may enforce any other legal rights and remedies to which by law they are entitled.

## **ARTICLE VI – NON-DISCRIMINATION**

### **Section 6.1 – Prohibition Against Discrimination**

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicap, sexual orientation, or other non-merit factors.

### **Section 6.2 – Union Membership or Activity**

Neither the Employer nor the Union shall interfere with the right of the employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

### **Section 6.3 – Equal Employment/Affirmative Action**

The parties recognize the Employer obligation to comply with federal and state Equal Employment and Affirmative Action Laws.

### **Section 6.4 – No Dual Remedies**

Alleged violations of this Article which may be the subject of a charge before a State or Federal administrative agency shall not be subject to the grievance procedure but must instead be filed with the appropriate State or Federal agency.

## **ARTICLE VII – UNION SECURITY**

The provisions of this Article shall be suspended until such time as the Janus vs. AFSCME

Supreme Court decision is overturned, in part or in whole, by legislation, constitutional amendment, subsequent Supreme Court Decision, or other means. At such time the language shall be reinstated, but the parties shall meet to discuss the implementation of the language, and either party shall have the right to reopen this Article of the contract for negotiation.

**Section 7.1 – Deductions (Fair Share)**

Employees who are 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 in accordance with 5 ILCS 315 of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment. 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 semi-monthly 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. Employees who are members of the Union who later become non-members of the Union shall also be subject to the terms of this provision.

**Section 7.2 – 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 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 7.3 – 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.

**ARTICLE VIII – CHECKOFF**

**Section 8.1 – Deductions**

The Employer agrees to deduct from the pay of those employees who individually request it any or all of the following:

- (a) Union membership dues, assessments, or fees;
- (b) Union sponsored benefit programs;
- (c) P.E.O.P.L.E. contributions

Upon receipt of notification that the Union has received an appropriate written authorization from an employee, either electronic or paper, such authorized deductions shall be made in accordance with law and shall be remitted semi-monthly to the Union at the address designated in writing to the Employers by the Union. The Union shall advise the Employers of

any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

The employers shall honor employees' individually authorized deductions forms, both electronic and paper, and shall make such deductions in the amount certified by the Union for union dues, assessments or fees and PEOPLE contributions. Authorized deductions shall be irrevocable except in accordance with the terms under which the employee voluntarily authorized such deductions, and the Union shall be the record keeper of the forms.

### **Section 8.2 – 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 8.3 – Form of Checkoff**

Authorization for checkoff of dues by an employee shall be on either a paper or electronic form provided by the Union authorizing such payroll deduction and signed by the employee either on paper or electronically. The Union shall be the record-keeper of the cards and shall inform the Employer of employees becoming members or withdrawing their membership.

## **ARTICLE IX – SENIORITY**

### **Section 9.1 – Definition**

For all purposes other than layoff seniority shall be defined as continuous uninterrupted employment with the Employer from the original date of hire. For purposes of layoff seniority shall be defined from the date of hire within each separate office.

### **Section 9.2 – Loss of Seniority**

An employee shall lose seniority and no longer be an employee if the employee:

- (a) Resigns or quits;
- (b) Is discharged (unless reversed through the Grievance or Arbitration Procedure);
- (c) Retires;
- (d) Has been on layoff for a period of more than two (2) years;
- (e) Does not return to work from layoff within fourteen (14) calendar days after being notified to return except when the failure to return to work is due to circumstances beyond the control of the employee and the Employer has been so notified; or
- (f) Is absent from work three (3) consecutive workdays without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee. After such absence, the Employer shall send written notification to the employee at the employee's last known address that seniority is lost and employment has been terminated. In addition, the Union shall be notified in writing of that fact.

### **Section 9.3 – Conflicts in Scheduling**

In the event of conflict among the employees in a bargaining unit requesting vacation or other leave, the most senior employee shall be preferred.

## **ARTICLE X – FILLING OF VACANCIES**

### **Section 10.1 – Posting**

Whenever an officeholder intends to fill a bargaining unit job vacancy under his/her respective jurisdiction as defined below, a notice of such vacancy shall be posted on all bulletin boards for no less than five (5) workdays. Such vacancy shall set forth the required knowledge, skills, ability, rate of pay or pay grade, work location and any other requirements for the job. Employees selected may return to their previously held position for any reason within twenty (20) working days of beginning the new position.

### **Section 10.2 – Definition of Vacancy**

A job vacancy exists when the officeholder determines to increase the work force and to fill the new position(s) and/or when any of the following personnel transactions take place and the Employer determines to replace the previous incumbent: terminations, transfers, promotions, demotions and related transactions.

### **Section 10.3 – Selection**

The officeholder shall fill the vacancy by selecting the most senior bargaining unit employee currently working under his/her jurisdiction who bids and who possesses the skill and ability to perform the work.

Should no employee currently working under his/her jurisdiction apply, then the officeholder shall fill the vacancy by selecting the most senior employee from an AFSCME bargaining unit position who bids and who possesses the skill and ability to perform the work.

Employees selected may return to their previously held position for any reason within twenty (20) working days of beginning the new position.

### **Section 10.4 – Integrity of Procedure**

An outside bidder will not be hired by an officeholder unless no current employees in AFSCME bargaining unit positions who are qualified for the position have submitted bids.

### **Section 10.5 – Changing Employers**

A bargaining unit employee who applies for and accepts an AFSCME bargaining unit position under a different officeholder, shall, after giving as much notice as practicable, be allowed to accept the new position without penalty including reduction in pay, except as otherwise stated in this Agreement.

### **Section 10.6 – Temporary Assignment**

Employees may be temporarily transferred for no more than six (6) months based on the operating needs of the division.

## **ARTICLE XI – PROBATIONARY AND NON FULL-TIME EMPLOYEES**

### **Section 11.1 – Probationary Employees**

- (a) An employee is a “probationary employee” for his/her first six (6) months of employment. The Employer may extend the probationary period up to an additional ninety (90) days with the mutual agreement of the Employee and the Union.
- (b) A temporary employee who becomes an employee in the same department in which he/she was performing substantially the same duties or performing as a temporary employee for any continuous period immediately preceding the date he/she became an employee, will have that continuous period counted towards completion of his/her probationary period.
- (c) No matter concerning the discipline of a probationary employee shall be subject to the grievance and arbitration procedures.
- (d) A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he/she has completed his/her probationary period. Upon the completion of his/her probationary period, he/she will acquire seniority from his/her date of hire. An employee who has a continuous period of temporary employment counted towards completion of his/her probationary period will acquire seniority from the date he/she began his/her continuous period of temporary employment.

## **ARTICLE XII LAYOFF AND RECALL**

### **Section 12.1 – Procedure for Layoff**

- (a) All part-time, temporary, seasonal, and probationary employees will be terminated prior to the layoff of any full-time employee.
- (b) When employees are removed from a classification in an office or division for the purpose of reducing the work force in that classification within that office or division, the employee with the least seniority in the affected classification shall be removed first.
- (c) An employee whose classification is targeted for layoff shall have the option of bumping the least senior employee in a lower classification within that office or department. Employees electing to bump into a lower classification shall immediately assume the lower pay rate.

### **Section 12.2 – Procedure for Recall**

An employee with seniority who has been laid off or transferred as a result of a layoff shall be recalled to work within the same office or division, conditioned upon ability to perform the work available, in accordance with the reverse application of the procedure for layoff. Recall rights shall continue for eighteen (18) months after an employee has been laid off.

### **Section 12.3 – Notice**

The Employer shall notify the Union fifteen (15) days prior to the intended effective date

of a planned layoff of permanent personnel. The Employer and the Union will discuss alternatives to the layoff if put forth by the Union and will negotiate over the impact of the layoff if alternatives are not accepted.

Any employee to be laid off will be notified fourteen (14) calendar days prior to the effective date. Examples of alternatives to layoff include, but are not limited to voluntary layoff by a senior employee, voluntary reduction of the work week, etc.

#### **Section 12.4 – Recall of Laid Off Employees**

No new employees shall be hired until all employees on layoff, in that particular office or department, desiring to return to work, shall have been given the opportunity to return to work, subject to ability to perform the job. Additionally, if a bargaining unit employee on layoff status from another office or department applies for a bargaining unit position in an office or department other than the one from which he/she is laid-off, that employee will be interviewed and deemed unqualified before an outside applicant is hired.

### **ARTICLE XIII – HOURS OF WORK**

#### **Section 13.1 – General Provisions**

- (a) The hours of work for employees in the bargaining unit shall be Monday through Friday beginning at 8:30 a.m. and ending at 4:30 pm.
- (b) The normal work week shall consist of five (5) consecutive workdays followed by two (2) consecutive days off.
- (c) Definitions: The “work week” is defined as the one hundred sixty-eight (168) hours commencing at 12:00 a.m. Sunday and running through 11:59 p.m. the following Saturday. “Time worked” is defined as all time considered work time under the Fair Labor Standards Act.
- (d) Overtime Payment: Employees working in excess of their normal work week in accordance with Section 1(a) above shall be paid at the rate of one and one-half times the employee's regular hourly rate.
- (e) Time Off: Time off for any holidays or accumulated holidays, vacations, personal days and/or sick days shall be counted as time worked for overtime computation.
- (f) Flex Schedule: Either party may send written notice to the other party not less than thirty (30) days prior to September 1, 2022 to negotiate changes due to state mandates that affect the required hours to work during a week. Such changes shall be limited to the following Articles:
  - (i) Article XIII Hours of Work
  - (ii) Article XIV Vacations
  - (iii) Article XV Holidays
  - (iv) Article XVIII Leaves of Absence

However, changes shall be limited to accounting for the state mandate hours, including but not limited to flex time provisions.

### **Section 13.2 – Meal Periods**

Work schedules shall provide for the workday to be broken at approximately mid-point by an uninterrupted meal period of not more than sixty (60) minutes, thirty (30) minutes of which shall be paid. Employees shall have the right to leave the work site during such periods. Lunch breaks should be staggered within each office so all offices remain open to the public.

### **Section 13.3 – Scheduling Practices**

Except for emergency situations, or as otherwise provided in this Agreement, changes in scheduling, including starting and quitting times, days off and shifts, shall not be made by the Employer without reasonable prior notification to and negotiation with the Union. Changes in scheduling practices shall not be made to avoid the payment of overtime.

### **Section 13.4 – Overtime Procedure**

- (a) Overtime shall be distributed as equally as possible among the employees who normally perform the work within the bargaining unit. It shall be distributed on a rotating basis among such employees in accordance with seniority, the most senior employee having the least number of overtime hours being given first opportunity.
- (b) If all employees available to work the overtime hours decline the opportunity, the Employer shall assign the overtime in reverse seniority order; the least senior employee who has not been previously directed by the Employer to work overtime shall be directed to work the hours until all employees have been required to work at which time the process shall repeat itself.
- (c) For the purpose of equalizing the distribution of overtime, an employee who is offered but declines an overtime assignment shall be deemed to have worked the hours assigned.
- (d) The Union, on request, shall be given a list of the overtime hours worked, the employees offered overtime, the employees directed to work overtime, the employees who worked overtime and the number of hours each employee so worked.

### **Section 13.5 – Call Back Pay**

Any employee called back to work outside of his/her regularly schedule shift or on his/her scheduled days off shall be paid a minimum of two (2) hours pay at a rate of time and one-half the regular rate. If the employee has been called back to take care of an emergency, the Employer shall not require the employee to work for the entire two (2) hour period by assigning the employee non-essential work.

### **Section 13.6 – Payment**

Employees shall be paid one and one-half times straight time hourly rate for all time worked, as defined by Section 13.1 (c) of this Agreement, in excess of thirty-seven and a half (37



½) hours weekly. The first seven and a half (7 ½) hours worked on Saturday, Sunday or a Holiday will be paid at time and one-half. Any hours worked in excess of seven and a half (7 ½) on Saturday, Sunday or a Holiday will be paid at double time rate.

**ARTICLE XIV – VACATIONS**

**Section 14.1 – Eligibility**

Employees shall be eligible for vacation time only after completion of one (1) year service on their anniversary date.

**Section 14.2 – Allowance and Use**

Vacation time is earned annually according to the following schedule:

<u>Date Received</u>	<u>Completed Service</u>	<u>Vacation Earned</u>
1 <sup>st</sup> Anniversary	One (1) year	Five (5) working days
January 1	One (1) year	Ten (10) working days
January 1	Four (4) years	Eleven (11) working days
January 1	Five (5) years	Twelve (12) working days
January 1	Six (6) years	Thirteen (13) working days
January 1	Seven (7) years	Fourteen (14) working days
January 1	Eight (8) years	Fifteen (15) working days
January 1	Fourteen (14) years	Sixteen (16) working days
January 1	Fifteen (15) years	Seventeen (17) working days
January 1	Sixteen (16) years	eighteen (18) working days
January 1	Seventeen (17) years	nineteen (19) working days
January 1	Eighteen (18) years	Twenty (20) working days
January 1	Twenty-four (24) years	Twenty-one (21) working days
January 1	Twenty-five (25) years	Twenty-two (22) working days
January 1	Twenty-six (26) years	Twenty-three (23) working days
January 1	Twenty-seven (27) years	Twenty-four (24) working days
January 1	Twenty-eight (28) years	Twenty-five (25) working days

Vacation time shall be taken in not less than one-half (½) day increments. Vacation days may not be accumulated from year to year.

**Section 14.3 – Vacation Pay**

The rate of vacation pay shall be the employee's regular base salary.

**Section 14.4 – Scheduling**

Vacation requests submitted between December 1 and December 31 shall be awarded according to seniority. All requests made after December 31 shall be awarded on a "first-come, first-served" basis. If an employee cancels approved vacation, the cancelled time shall be offered to employees in order of seniority. Except in an emergency, employees shall give fourteen (14) days' notice when cancelling a vacation or be required to take the scheduled time off as approved.

**Section 14.5 – Payment in Lieu of Vacation**

If because of Employer operating needs or employee desires, vacation is unable to be schedule in the service year it is earned, such vacation time shall be paid to the employee at the

same rate as the employee's regular rate of pay. In lieu of receiving pay for unused vacation, the employee may take his/her vacation at an agreed time within six (6) months after the end of the employee's service year. If the Employer, because of operational need, is still unable to schedule the employee's vacation in such six (6) month period, such vacation time shall be paid to the employee at the same rate as the employee's base salary, or the employee may elect to carry it over for an additional six (6) month period.

The Employer shall not deny an employee's requested vacation period for arbitrary or capricious reasons.

**Section 14.6 – Vacation Rights Upon Layoff or Separation**

Any employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking earned vacation, shall be compensated in cash for the unused vacation the employee has accumulated at the time of separation. Payment shall be made within fifteen (15) days after separation of active employment.

**ARTICLE XV – HOLIDAYS**

**Section 15.1 – Holidays Recognized and Observed**

The following days shall be recognized and observed as paid holidays:

- |                        |  |
|------------------------|--|
| New Year's Day         | General Election (even-numbered years) |
| Martin Luther King Day | Veterans Day                           |
|                        | Thanksgiving Day                       |
| Presidents Day         | Day after Thanksgiving                 |
| Memorial Day           | Christmas Eve                          |
| Independence Day       | Christmas Day                          |
| Labor Day              | New Year's Eve                         |
| Columbus Day           |  |

Also, any days the Courthouse is closed by proclamation of the President, Governor, Chief Judge, or County Board.

Prior to January 1, 2022, the days recognized and observed as paid holidays shall include Lincoln’s Birthday but shall only include half-days on Christmas Eve and New Year’s Eve.

**Section 15.2 – Eligibility Requirements**

Employees shall be eligible for holiday pay under the following conditions:

- (a) The employee would have been scheduled to work on such day if it had not been observed as a paid holiday unless the employee is on a personal day, vacation, or pre-approved sick leave; and
- (b) The employee worked his/her last scheduled workday prior to the holiday and his/her next scheduled workday after the holiday unless the employee is on a personal day, vacation, or pre-approved sick leave.

If a holiday is observed on an eligible employee's scheduled day off or while the employee

is on vacation or personal leave, he/she shall be paid for such holiday.

**Section 15.3 – Advance Notice**

Employees scheduled to work a holiday shall be given as much advance notice as practicable.

**Section 15.4 – Observance**

Whenever a holiday falls on Saturday, it shall be observed on the preceding Friday. Whenever a holiday falls on a Sunday, it shall be observed on the following Monday.

**ARTICLE XVI – PERSONAL DAYS**

**Section 16.1 – Accrual and Use**

- (a) Each employee with less than ten (10) years of service shall have three (3) personal days per year with pay to be credited on January 1. Employees with ten (10) years or more service shall be credited with four (4) personal days per year to be credited on January 1. Employees shall not use personal days until they have completed their probationary period.
- (b) Personal days shall be taken not less than one-hour increments and the employee shall receive the employee's base salary for each personal day taken. Personal days may not be accumulated from year to year but must be taken or lost.
- (c) Part-time employees with less than ten (10) years of service shall have one (1) personal day per year with pay to be credited on January 1. Part-time employees with ten (10) years or more of service shall be credited with two (2) personal days to be credited on January 1. Part-time employees shall not use personal days until they have completed their probationary period.

**Section 16.2 – Scheduling**

Days off shall be scheduled sufficiently in advance to be consistent with operating necessities and the convenience of the employee except for emergency situations of the employee which preclude such prior arrangements.

**ARTICLE XVII – SICK LEAVE**

**Section 17.1 – Policy**

It is the policy of Macoupin County to provide protection for its full-time employees against loss of income because of illness or injury.

**Section 17.2 – Accrual and Use**

- (a) All full-time employees shall accrue sick leave at the rate of one (1) day for each month of service which may be used at any time. Sick leave shall be used only for illness, disability, or injury of the employee or for appointments with doctors, dentists or another licensed medical practitioner. The employee may also elect to use sick leave in the event of illness, disability or injury of a member of an employee's immediate family or household. For purposes of definition, the immediate family shall be husband, wife, mother, father, brother, sister, children,

domestic partner, grandparent, or any relative or person actually living in the employee's household for whom the employee has custodial responsibility.

- (b) Sick leave may be used in increments of not less than two (2) hours nor more than sixty (60) days per illness or injury. By mutual agreement with the Employer, sick leave may be used in increments of not less than one (1) hour.
- (c) Sick leave may be accumulated up to two-hundred forty (240) days; however, an employee may only use sixty (60) sick leave days for a single illness. An employee may file for IMRF disability and use sick days in addition to the sixty (60) day limit for a single illness while the employee is waiting for payment from IMRF.

### **Section 17.3 – Procedures**

- (a) All foreseeable sick leave shall require reasonable advance notice to the Employer. The Employer may direct an employee who appears ill to leave work for the protection of the health of the other employees. Compliance with such an order will not be charged to sick leave for the first day and the employee shall be paid regular wages for such first day. Subsequent days shall be charged to the employees' sick leave.
- (b) An employee on sick leave for five (5) days, or more, may be required by the Employer to provide a physician's, dentist's, or other licensed medical practitioner's statement prior to returning to work. An employee on sick leave longer than ten (10) days shall notify the Department Head at least one (1) day in advance of the employee's desire to return to work.

### **Section 17.4 – Service-Connected Injury or Illness**

- (a) An employee who suffers an on-the-job injury or contracts a service-connected illness, shall be granted an initial leave with full pay amounting to three (3) working days without utilization of any accumulated sick leave or other benefits. In case of absence thereafter, such employee shall be permitted to use accumulated sick leave should the employee see fit to do so.
- (b) In the event such on-the-job injury or service connected illness becomes the subject of an award of the Illinois Industrial Commission or is otherwise compensated for under applicable law, the employee shall remit immediately to the Employer the dollar equivalent which equals payment received as sick leave days and the employee's sick leave account shall be credited with the number of sick leave days for which the employee has reimbursed the Employer.

### **Section 17.5 – Abuse of Sick Leave**

- (a) For the purposes of the provisions contained in this Article, “abuse” of sick leave is the failure to return to work after recovery from illness or injury necessitating sick leave, making a request for leave under this Article or taking leave under this Article for any purpose other than those permitted in this Article. Abuse of sick leave will subject the employee to discipline under the provisions of this

Agreement, up to and including discharge.

- (b) An employee suspected of abusing sick leave may be placed on a “proof status”. While on proof status the employee will be required to provide certification from a healthcare provider that the employee was off work as the result of illness or injury as provided in Section 17.2 above. The proof status period shall not exceed sixty (60) calendar days; but may be extended for an additional period not to exceed sixty (60) days if the suspected abuse continues.
- (c) Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken. Continued “abuse” of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement. All employees agree to cooperate fully with the Employer in verifying illness; to the extent permitted by law.
- (d) Nothing in this Section shall in any way limit the Employer’s ability to discipline an employee pursuant to the terms of this Collective Bargaining Agreement.

**Section 17.6 – Retirement**

No payment shall be made to employees, upon retirement, or other termination of employment, for any accumulated, unused sick leave. This provision shall not affect an employee's rights under Illinois Municipal Retirement Fund.

**ARTICLE XVIII – LEAVES OF ABSENCE**

**Section 18.1 – Eligibility**

Employees shall be eligible for leaves of absence after completion of the probationary period.

**Section 18.2 – Application of Leave**

Any request for a leave of absence shall be submitted in writing by the employee, if physically able, to the Employer. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Authorization for leave of absence shall be furnished to the employee in writing by the Employer.

Any request for a leave of absence shall be answered promptly. Requests for emergency leaves (for example, family sickness, death, or catastrophic event) shall be granted without delay.

A request for a short leave of absence – a leave not exceeding one (1) month – shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.

When an employee returns from any leave of absence permitted by this Agreement, the Employer shall return the employee to the same or similar position in the same position classification in which the employee was incumbent prior to the commencement of such leave, seniority permitting. If the employee does not have the seniority, the layoff provisions of this

Agreement shall apply.

**Section 18.3 – Paid Leaves**

*(a) Bereavement Leave*

In the event of sickness or death in the family of an employee including spouse, parents, children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, an employee shall be granted three (3) days leave of absence with full pay to make household adjustments, arrange for medical services, or to attend funeral services. Other one (1) day requests may be granted by the Employer. Employees may also use other forms of paid time off.

*(b) Jury Duty*

Leave will be granted to bargaining unit employees for time spent in petit jury, coroner's inquest, and grand jury service. Such employees shall sign a waiver of any compensation otherwise due them for serving on such jury. (Employees serving for coroner's inquest may keep any additional compensation). Coroner's inquest service shall not lead to any request for overtime pay.

*(c) Civic Duty*

Employees required to appear before a court or other public body by subpoena or other process on any matter not related to their work and in which they are not personally involved (as a plaintiff or defendant) may request a leave of absence to perform their civic duty and shall be granted a leave of absence with pay for the period necessary to fulfill their civic responsibilities.

*(d) Military Leave*

Nothing in this Section shall be construed as to limit, negate or restrict any and all rights to which an employee is entitled under applicable State and Federal Laws and Regulations or the Collective Bargaining Agreement.

- (i) Employees on military leave shall retain and accumulate seniority while in pay status.
- (ii) An employee on military leave shall be entitled to all Employer paid insurance benefits and to continue to purchase optional benefits available to active employees until the leave ends, subject to the terms of this Agreement.
- (iii) Accumulated time (e.g., vacation, holidays, personal and compensatory) may be utilized consistent with applicable Collective Bargaining Agreement provisions prior to an employee. The Employer is encouraged to make every reasonable effort to accommodate an employee's wishes, and the parties shall work cooperatively to resolve any disputes in an expeditious fashion.
- (iv) Any such accumulated time not utilized prior to an employee's mobilization to active duty may be used, at the employee's discretion, up to a maximum of thirty (30) days, prior to his/her return to active employment; or may be

used consistent with applicable collective bargaining provisions after his/her return. Any time not used shall be made available for use by employees upon return to active employment without loss of any accumulated time (including personal time) not used.

- (v) Sick time may be utilized consistent with the provisions of the Collective Bargaining Agreement. Any unused sick time shall remain on the books for use by the employee upon his/her completion of active duty.
- (vi) Employees subject to this Section shall earn vacation and sick leave credits while on active duty at the same rate they would earn them if they had continued active employment.
- (vii) An employee who has been stationed in the continental United States shall be entitled to one (1) week of pay and benefits upon completion of active duty. An employee whose primary assignment has been other than in the continental United States shall be entitled to two (2) weeks of pay and benefits upon completion of active duty.
- (viii) An employee returning to work shall be entitled to his/her position in the same work site, in the same assignment, on the same shift, and with the same days off if such work conditions remain available upon the employee's return, seniority permitting.
- (ix) An employee who is disabled prior to his/her return to work shall be entitled to a position consistent with the provisions of the Uniformed Services Employment and Re-employment Rights Act.
- (x) An employee may, if he/she so desires, return to active work status immediately upon his/her deactivation or may wait for a period of up to 90 days after his/her deactivation subject to the Uniformed Services Employment and Re-employment Act.

#### **Section 18.4 – Unpaid Leaves**

##### *(a) General Leave*

The Employer, in its discretion may grant leaves of absence, without pay, for up to six (6) months for good and sufficient purpose. Such request shall be subject to demonstrable operational needs of the Employer and the ability to fill the position on a temporary basis. Such requests shall not be reasonably denied by the Employer.

Good and sufficient purpose shall include, but is not limited to leaves so that the employee may:

- (i) Attend to family responsibilities for care of newborn children, disabled or incapacitated family members or to respond to temporary dislocation of the family due to disaster.
- (ii) Attend a recognized college, university, trade or technical school, or high

school, provided that the course of instruction is related to the employee's employment opportunities with the Employer and is of potential benefits to his/her service. Before receiving the leave, or an extension thereof, the employee shall submit to the Employer satisfactory evidence that the college, university, or other school has accepted him/her as a student and, on the expiration of each semester or other school term, shall submit proof of attendance during such term.

General leaves may be extended for good cause shown.

*(b) Maternity Leave*

Maternity is recognized as a disability by the parties and under the law. Maternity leave is an unpaid leave. A pregnant employee may continue in her employment as long as she is physically able to perform the duties of her position, without detriment to health, as confirmed by a physician's certificate at least six (6) weeks in advance of the expected date of delivery. The physician's certificate shall contain:

- (i) Approval of the continuation of employment;
- (ii) The expected date of delivery; and
- (iii) A recommended date for commencement of leave of absence for maternity reasons.

Disability due to pregnancy may be charged to accumulated sick leave under the same conditions applying to an illness. All days as determined by the attending physician that the employee be absent from work for this temporary disability may be so chargeable as sick leave. Immediately upon return to work an employee shall furnish a statement from the attending physician that the employee is able to return to duty. Upon request of the employee, maternity leave shall be granted for eight (8) weeks following the date of delivery and shall be extended due to health reasons as determined by the attending physician.

*(c) Illness or Disability Leave*

Employees who have utilized all their accumulated sick leave days and are unable to report back to work because of the start of or continuance of their sickness or injury, shall, upon request, receive a disability leave. During said leave the disabled employee shall provide written verification by a person licensed under the Illinois Medical Practice Act. Such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every thirty (30) days during a period of disability unless the nature of the illness precludes the need for such frequency. Prior to requesting said leave, the employee shall inform the Employer in writing the nature of the disability and approximate length of time needed for leave. The written statement shall be provided by the attending physician. If the Employer has reason to believe the employee is able or unable to perform his/her regularly assigned duties and the employee's physician certifies he/she as being able or unable to report back to work, the Employer may rely upon the decision of an impartial physician as to the employee's ability to return to work. Such examination shall be paid for by the Employer. The Employer will not



arbitrarily deny such leave request.

**Section 18.5 – Benefits During Leave**

Neither holidays nor vacations shall be earned nor shall sick leave accrue during unpaid leaves of absence.

**Section 18.6 – Failure to Return From Leave**

Failure to return from a leave of absence within five (5) working days after the expiration date thereof shall be cause for immediate discharge. 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 within five (5) working days after the expiration of such leave of absence or as soon as practical.

**Section 18.7 – Prohibition Against Misuse**

During any leave granted pursuant to the terms of this Agreement, regardless of being with or without pay, an employee may not be gainfully employed or independently self-employed without prior approval by the Employer. Such approval may not be unreasonably withheld. Violations of the provisions contained within this Agreement may subject the employee to discipline.

**Section 18.8 – Abuse of Leave**

An employee making a request for leave of absence or who takes leave under this Article by supplying false information to the Employer in order to justify the reasons for such leave may be subject to discipline, including immediate discharge.

**Section 18.9 – Family and Medical Leave**

Other provisions for leave notwithstanding, employees covered by this Agreement shall be entitled to the rights set forth in the Family and Medical Leave Act.

- (a) Employees may take up to twelve (12) weeks of unpaid leave in the following instances: because of the birth of a child of an employee and in order to care for such child, or upon placement of a child with the employee for adoption or foster care, or because of a serious health condition of an employee or an employee's family member.

The Employer shall maintain insurance coverage for the duration of the leave at the level coverage would have been provided if the employee had continued in his/her normal employment status.

Employees shall also be entitled to an intermittent leave.

Employees may elect to substitute any accumulated paid leave for any portion of the unpaid leave or may take such unpaid leave in addition to any paid leave for which the employee may be eligible.

- (b) Any employee who takes a leave pursuant to this Section shall be entitled, upon return from such leave:

- (i) To be restored by the Employer to the position held by the employee when the leave commenced, seniority permitting, or, if seniority does not permit, then
- (ii) To be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment, seniority permitting.

## **ARTICLE XIX – DISCIPLINE AND DISCHARGE**

### **Section 19.1 – 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 an employee only for just cause. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter. The Employer may impose more serious discipline when commensurate with the severity of the offense.

In any event, the actual date upon which discipline commences may not exceed forty-five (45) days after the completion of the pre-disciplinary meeting except by mutual agreement.

### **Section 19.2 – 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 19.3 – Investigatory Interviews**

Where the Employer desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Employer agrees to first inform the employee that he/she has a right to Union representation at such interview. If the employee desires such Union representation, no interview shall take place without the presence of a Union representative. The role of the Union representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts.

### **Section 19.4 – Pre-Disciplinary Meeting**

For discipline other than oral reprimands, prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall notify the Local Union of the meeting and then shall meet with the employee involved and inform him/her of the reason for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. Employees shall be informed of their contract rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union representative

shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Union representative shall be available within twenty-four (24) hours of notification. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

#### **Section 19.5 – Oral Reprimands**

In cases of oral reprimands, the supervisor must inform the employee that he/she is receiving an oral reprimand. The employee shall also be given reasons for such discipline, including any names of witnesses and copies of pertinent documents. Employees requesting the presence of a local Union steward at an oral reprimand shall not have such request denied. However, the unavailability of a local Union steward by the close of business on that day shall not be grounds to delay the issuance of the reprimand.

#### **Section 19.6 – Notification and Measure of Disciplinary Action**

In the event disciplinary action is taken against an employee, other than the issuance of an oral reprimand, the Employer shall promptly furnish the employee and the Union in writing with a clear and concise statement of the reasons therefor. The measure of discipline and the statement of the reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. 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 known to the Employer at the time of imposition of discipline.

#### **Section 19.7 – Discharge**

The Employer shall not discharge any employee without just cause. If, in any case, the Employer feels there is just cause for discharge, the employee involved will be suspended pending discharge without pay for thirty (30) days. The employee and Union will be notified in writing that the employee has been suspended and is subject to discharge.

The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party. If no grievance has been filed within thirty (30) days, the discharge shall become final.

#### **Section 19.8 – Limitation**

No oral or written reprimand may be considered in imposing more serious disciplinary action if six (6) months have passed with no incident of a similar nature.

No suspension may be considered in imposing more serious disciplinary action if two (2) years have passed with no incident of a similar nature.

If a new disciplinary action is taken against an employee with discipline subject to the above schedules, the time frames for all previous disciplinary actions subject to the above schedule shall reset to the then current date.

Nothing in this section shall prohibit either party from proposing or agreeing to shorter or

longer periods of time in resolving any individual grievances.

## **ARTICLE XX – GRIEVANCE PROCEDURE**

### **Section 20.1 – Grievance**

- (a) A grievance is defined as any difference, complaint, or dispute between the Employer and the Union or any employee regarding the application, meaning, or interpretation of this Agreement.
- (b) Grievances may be processed by the Union on behalf of an employee, on behalf of a group of employees, or itself setting forth name(s) or group(s) of the employee(s). Either party may have the grievant or one grievant representing groups grievants present at any step of the Grievance Procedure, and the employee is entitled to Union representation at each and every step of the Grievance Procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

### **Section 20.2 – Grievance Steps**

#### *(a) Step 1 – Circuit Clerk*

The employee and/or the Union shall orally raise the grievance with the Circuit Clerk. All grievances must be presented not later than five (5) working days from the date the grievant becomes aware of the occurrence giving rise to the complaint. The Circuit Clerk shall render an oral response to the grievance within five (5) working days after the grievance is presented.

#### *(b) Step 2 – Employer-Grievance Committee*

If the matter is not adjusted in Step 1, or no answer is given within the time specified, the Union, by written notice to the Employer-Grievance Committee or its designee within ten (10) working days after the Step 1 answer, or after such answer was due, as the case may be, may appeal the grievance(s) to the Employer/Union Grievance Committee. After such appeal, the Employer-Grievance Committee and the Union shall meet to discuss the grievance which has been appealed. The Employer-Grievance Committee shall be made up with members appointed by the Chairman of the County Board.

All such meetings shall take place at a time and place of mutual convenience but no later than ten (10) working days following submission of the grievance(s). After five (5) working days but within ten (10) working days of such meeting, either party may decide that the grievance(s) raises a substantial issue which should be submitted to an independent arbitrator in accordance with the procedure set forth in Step 3.

#### *(c) Step 3 – Arbitration*

If the matter is not adjusted in Step 2, or no answer is given within the time specified, the Union, by written notice to the Employer within thirty (30) working days after the Step 2 answer, or after such answer was due, as the case may be, may appeal the grievance(s) to Arbitration.

If, in accordance with the above procedure, the grievance(s) is appealed to arbitration, 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 the 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. The parties shall alternately strike the names of three (3) arbitrators, taking turns as to the first strike by coin toss. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. 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 representative and shall be notified of the issue where mutually agreed by the parties.

**Section 20.3 – Arbitration Prodedures**

Both 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 Employer or Union 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 or 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 parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement.

The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee or 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 for the cost of its copy.

**Section 20.4 – Time Limits**

Grievances may be withdrawn at any step of the Grievance Procedure without prejudice. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

**Section 20.5 – Time Off, Meeting Space and Telephone Use**

*(a) Time Off*

The grievant(s)and/or Union grievance representative(s) 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’s scheduling a grievance meeting shall have such time spent in the meeting considered as time worked. Witnesses whose testimony is pertinent to the Union's or the Employer’s presentation or argument

will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's or the Employer's investigation. No employee or Union representative shall leave his/her work to investigate, file or process grievances without first making mutual arrangements with his/her supervisor or designee as well as the supervisor of any unit to be visited, and such arrangements shall not be denied unreasonably. Employees attending grievance meetings shall normally be those having direct involvement in the grievance.

*(b) Meeting Space and Telephone Use*

Upon reasonable request, the employee and the Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance so long as such use does not unduly interfere with the normal operations of the Employer. The steward may use the County fax machine to conduct Union business with the prior approval of the Employer.

**Section 20.6 – Advanced Grievance Step Filing**

Certain issues which by nature are not capable of being settled at a preliminary step of the Grievance Procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may by mutual written agreement be filed at Step 3.

**Section 20.7 – Pertinent Witnesses and Information**

The Parties may request the production of specific documents, books, papers, or witnesses reasonably available from each other 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.

**Section 20.8 – Limitation on Grieving**

In the event of a grievance, the employee shall perform his/her assigned work task and grieve his/her complaint later, unless the employee reasonably believes that the assignment endangers his/her safety or violates the law.

**ARTICLE XXI – RECORDS AND FORMS**

**Section 21.1 – Attendance Records**

The Employer shall maintain accurate, daily attendance records. An employee shall have the right to review his/her time and pay records on file with the Employer.

**Section 21.2 – Records**

All public records of the Employer shall be available to inspection upon written request by the Union, as may be required by State and Federal Law.

**Section 21.3 – Undated Forms**

No supervisor or other person in a position of authority shall demand or request that an employee sign an undated or any blank form. No employee shall be required to sign such a form.

**Section 21.4 – Incomplete or Modified Forms**

Any information placed on a form or any modification or alteration of existing information made on a form subsequent to it having been signed by an employee shall be null and void insofar

as it may affect the employee, the employee's position or condition of employment. Any employee required to sign any form prepared pursuant to this Agreement shall be given a copy of it at the time the employee's signature is affixed.

### **Section 21.5 – Personnel Files**

#### *(a) Files*

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

#### *(b) Inspection*

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

- (i) Such inspection shall occur no longer than eight (8) working hours following receipt of the request;
- (ii) Such inspection shall occur during normal business hours without loss of pay upon written request;
- (iii) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the reasonable cost of copying.
- (iv) Upon written authorization by the requesting employee, that employee may have a representative of the Union present during inspection of his/her personnel file 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;
- (v) If the employee disagrees with any information contained in the personnel record, a removal or correction of that information may be mutually agreed upon by the Employer and the employee. If an agreement cannot be reached, the employee may submit a written statement explaining the employee's position. The Employer shall attach the employee's statement to the disputed portion of the personnel records. The employee's statement shall be included whenever that disputed portion of the personnel record is released to a third party as long as the disputed record is a part of the file. The inclusion of any written statement attached in the record without further comment or action by the Employer shall not imply or create any presumption of Employer agreement with its contents. If either the Employer or the employee places in the personnel record information which is false, the Employer or employee, whichever is appropriate, shall have remedy through the grievance procedures to have that information expunged;

- (vi) 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.

*(c) Notification*

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

**ARTICLE XXII – LABOR-MANAGEMENT/SAFETY AND HEALTH**

**Section 22.1 – Committee Make-up**

The parties agree to establish a joint committee on Labor-Management/Safety and Health. The Union shall designate one employee from each office, unless it would require closing of that office, and the AFSCME staff representative as its representatives.

**Section 22.2 – Meetings**

The Committee shall meet upon written request of either side but not more than once every ninety (90) days except by mutual agreement.

**Section 22.3 – Health and Safety**

The Employer recognizes its responsibility to provide a safe and healthful workplace and correct all hazards. At such meetings the Committee shall discuss matters of health and safety for the purpose of identifying and correcting unsafe working conditions.

- (a) Where following such meetings agreement is reached as to the existence of unsafe or unhealthy working conditions, the Employer shall attempt to correct it within a reasonable time, utilizing existing budget funds.
- (b) Where no agreement is reached, or where a clear and present danger exists, the Union may grieve at any time at Step 3. In the event a grievance is moved to arbitration, the arbitrator shall determine:
  - (i) Whether the claimed unsafe or unhealthy working condition exists;
  - (ii) If so, whether the Employer’s proposed remedy thereof is reasonable under the relevant circumstances.

If the arbitrator determines that the claimed unsafe or unhealthy working conditions exists and the Employer proposed remedy is unreasonable, he/she shall order it corrected and the Employer shall make every effort to correct it using the best means available to do it. Provided, however, that were funds for the remedy have not been budgeted or are not available, the Employer shall make every reasonable effort to secure the necessary funds to correct the condition.

**Section 22.4 – Labor-Management**

The Committee shall discuss Labor-Management relations. Items to be included in the agenda for the aforementioned Labor-Management portion of such meetings are to be submitted at least five (5) workdays in advance of the scheduled dates of the meeting if at all possible. The purpose of each meeting shall be to:



- (a) Discuss the administration of the Agreement.
- (b) Disseminate general information of interest to the parties.
- (c) Give representatives an opportunity to express their views, or to make suggestions on subjects of interest to employees of the bargaining units.

### **ARTICLE XXIII – INSURANCE**

Bargaining Unit employees will pay ten percent (10%) of the cost of the employee health and dental premium per month.

A Cost Containment Committee shall be formed made up of designated Employer representatives and up to two bargaining unit members from each union that elects to participate in the committee. Such committee members shall receive regular updates regarding insurance costs, coverages, and trends provided to them by the Employer as they become available. When meetings of the Cost Containment Committee are needed, and such meetings are held during normal working hours, bargaining unit committee members shall suffer no loss of pay or benefits while attending such meetings. If such committee meetings are held after normal working hours, bargaining unit committee members shall receive the same stipend county board members receive for committee service.

If the employee share only medical premium exceeds eighty-six dollars (\$86.00) per month or the Employer's cost per employee exceeds eight hundred sixty dollars (\$860.00) per month, either party may request to meet no later than sixty (60) days prior to the end of the plan year to mutually agree to changes to the medical plan and/or carrier to mitigate premiums costs. If no mutual agreement is reached within thirty (30) days of the first meeting of the Cost Containment Committee the parties shall submit the issue involving health and/or dental insurance to binding interest arbitration within seven (7) business days. The cost of such arbitration shall be split equally between the parties. Any and all subsequent instances where agreement cannot be reached will require the process of binding arbitration in the same manner.

### **ARTICLE XXIV – PENSIONS**

#### **Section 24.1 – Illinois Municipal Retirement Fund**

During the term of this Agreement, the Employer shall continue in effect, and the employees shall enjoy the benefits, rights, and obligations of the Illinois Municipal Retirement Fund (IMRF) provided in the Illinois Pension Code, Illinois Compiled Statutes, Chapter 40 as amended or superseded. All eligible employees shall be covered by the IMRF and the Employer and employee shall make required pension contributions to this fund.

#### **Section 24.2 – Salary Savings Plan**

The Employer will establish/maintain an approved deferred compensation plan under Section 457 of the Internal Revenue Code. The Employer will use diligence in selecting a vendor to administer this plan, with the goal of keeping administrative costs low and providing employees with a broad selection of mutual funds and other investments.

**ARTICLE XXV – WAGES**

**Section 25.1 – Base Pay Increases**

- (a) Employees with ten (10) years or more, as of September 1, 2020, shall receive the following:
  - (i) Effective September 1, 2020, a market adjustment of one percent (1.00%) and a two percent (2.00%) salary increase.
  - (ii) Effective September 1, 2021, a market adjustment of one percent (1.00%) and a two percent (2.00%) salary increase.
  - (iii) Effective September 1, 2022 a market adjustment of one percent (1.00%) and a two percent (2.00%) salary increase.
  - (iv) Effective September 1, 2023 a two percent (2.00%) salary increase.
- (b) Employees with less than ten (10) years, as of September 1, 2020, shall be paid as following:

Years of Service	9/1/2020	9/1/2021	9/1/2022	9/1/2023
Start	\$26,010.00	\$26,550.00	\$27,550.00	\$28,101.00
After probation	\$29,000.00	\$30,000.00	\$31,000.00	\$31,620.00
After five (5) years	\$30,000.00	\$31,000.00	\$32,000.00	\$32,640.00

**Section 25.2 – Longevity**

- (a) Upon their anniversary date, all bargaining unit employees with more than twenty (20) years, as of September 1, 2020, shall receive longevity increases to their base rate or salary based upon the following schedule:

<b>Years of Completed Service</b>	<b>Percent</b>
After ten (10) years	Two and a half percent (2.50%)
After fifteen (15) years	Two and three quarters percent (2.75%)
After twenty (20) years	Three percent (3.00%)
After twenty-five (25) years	Three and one-quarter (3.25%)
After thirty (30) years	Three and a half percent (3.50%)
After thirty-five (35) years	Four percent (4.00%)

- (b) Upon their anniversary date, all bargaining unit employees with less than twenty (20) years, as of September 1, 2020, shall receive longevity increases to their base rate or salary based upon the following schedule:

<b>Years of Completed Service</b>	<b>Percent</b>
After ten (10) years	Three percent (3.00%)
After fifteen (15) years	Three percent (3.00%)
After twenty (20) years	Three percent (3.00%)
After twenty-five (25) years	Three percent (3.00%)
After thirty (30) years	Three percent (3.00%)
After thirty-five (35) years	Three percent (3.00%)

**Section 25.3 – Stipends**

Any employee receiving a stipend prior to September 1, 2004, shall continue to receive it in accordance with past practice, with the following exception: effective October 1, 2008, each officeholder will employ only one (1) Chief Deputy. The most senior Chief Deputy working for each officeholder will retain the position and the stipend. Less senior employees will be reclassified as Clerks and shall no longer receive the Chief Deputy stipend. The amount of any remaining stipend may not be increased, decreased, or abolished without collective bargaining between the Employer and the Union.

**ARTICLE XXVI – MISCELLANEOUS PROVISIONS**

**Section 26.1 – Rules of Personal Conduct**

The Employer has the right to establish reasonable rules of personal conduct relevant to the job and will notify the employees reasonably in advance of any new or modified rule.

**Section 26.2 – Procedural Work Rules**

Prior to establishing a new work rule or changing existing procedural work rules or regulations, such as absent or tardy call-ins, doctors' statements for absences, parking violations and other similar matters, the Employer shall meet with the Union, if requested in a timely manner for the purpose of consultation and/or impact bargaining. The Employer shall either post or otherwise make available procedural work rules and/or regulations to affected employees. Employees shall be responsible for making themselves familiar with all procedural work rules and/or regulations.

**Section 26.3 – Limitations of this Article**

Nothing in this article is intended to limit the ability of an employee or the Union on behalf of an employee to grieve employee discipline in the event that an employee is charged with the violation of one or more of the above-referenced rules.

**Section 26.4 – Inclement Weather**

The Employer will take all reasonable efforts to ensure that their parking lots and sidewalks are clear of ice and snow during hours that the courthouse is open. If the courthouse is closed by declaration of the Sheriff due to a weather emergency, employees will receive their regularly pay and no benefit time will be deducted. If the courthouse is open and employees are unwilling or unable to work due to a weather emergency, personal or vacation time must be used for hours not worked.

**Section 26.5 – Letter of Intent for Leaving Employment**

If an employee is officially notifying their employer that they will be leaving county employment fourteen (14) days or more in advance of their last day of work, the notice shall be in writing.

**ARTICLE XXVII – AUTHORITY & LIMITATIONS OF AGREEMENT**

**Section 27.1 – Judicial Powers**

No provision in this Agreement which materially and adversely affects or interferes with the exercise of the constitutional, statutory, or inherent judicial powers of the judiciary or with the application of a rule or order of the Illinois Supreme Court may be enforced. During an emergency affecting the Court's business as reasonably determined by the Court, no provision in this Agreement which materially and adversely affects or interferes with the exercise of the constitutional, statutory, or inherent administrative powers of the judiciary may be enforced, but the unenforceability of any such provision due to the emergency shall not cause loss of wages or economic benefit to the members of the bargaining unit. The Union may raise other issues stemming from the way the emergency was dealt with pursuant to Article XXII of this Agreement.

**Section 27.2 – Authority of the Contract**

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by the court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

**ARTICLE XXVIII – TERMINATION**

This Agreement shall be effective as of the 1<sup>st</sup> day of September 2020 and shall remain in full force and effect until the 31<sup>st</sup> day of August 2024. Negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

In witness whereof, the parties hereto have set their hands this 3 date of November, 2021.

FOR THE UNION:

Carla Gillespie  
Staff Representative

Patricia A. Baum  
Bargaining Representative

Jamie Gardner  
Bargaining Representative

[Signature]  
Bargaining Representative

[Signature]  
Bargaining Representative

Michelle Novack  
Bargaining Representative

Donna Fuf  
Bargaining Representative

FOR THE EMPLOYER:

[Signature] Ross  
Circuit Clerk