

COLLECTIVE BARGAINING AGREEMENT

between

ADAMS COUNTY

**CIRCUIT CLERK
CHIEF DEPUTY
ADMINISTRATIVE ASSISTANT**

and

**DISTRICT NO. 9,
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
AFL-CIO**



DECEMBER 1, 2016 THROUGH NOVEMBER 30, 2019

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ARTICLE 1

Working Agreement - Preamble

THIS AGREEMENT, made and entered into this 1st day of December, 2016, by and between the Adams County Circuit Clerk, hereinafter referred to as the "Employer" and the **INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO** and Local Lodge 822 – District No. 9, hereinafter referred to as the "Union", is for the exclusive joint use and benefit of the contracting parties as defined and set forth herein.

ARTICLE 2

Recognition

Section 2.1. Union 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 its employees covered by the Certification of Representative issued by the Illinois State Labor Relations Board ("ISLRB") in Case S-RC-03-018.

Includes: All full-time and regular part-time employees of the Circuit Clerk of Adams County employed in the titles of Administrative Assistant and Chief Deputy.

Excludes: The Circuit Clerk of Adams County, the Assistant Circuit Clerk, all elected officials, all employees of Adams County, and other employees of the Circuit Clerk's office, and all other confidential, managerial, and professional employees and supervisors as defined by the Illinois Public Labor Relations Act.

ARTICLE 3

Union Rights

Section 3.1. New Employee Orientation. The Employer will grant the Union twenty (20) minutes to orient, educate and update each new employee for the purpose of informing employees of their rights and obligations under this Collective Bargaining Agreement without loss of pay for the employees involved. New hires shall be given such orientation during the first week of their employment. This should be done in a fashion to cause a minimum of office disruption.

Section 3.2. Union Exclusivity. The Employer shall not meet, discuss, confer, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to hours, wages, and working conditions for employees in the bargaining unit. Nor shall the Employer negotiate with employees over their hours, wages, and working conditions, except as provided herein.

Section 3.3. Union Representatives Recognized. The Employer recognizes all elected Stewards selected by the Union, and paid representatives of the International Association of Machinists and Aerospace Workers in all matters relating but not limited to negotiating, grievances, interpretation of this Agreement or in any other appropriate Employer/Union matters. Union agrees to notify the Employer of any elected Stewards.

Section 3.4. Duties of Representatives and Elected Officers. Subject to operational needs, one (1) designated Union representative (steward) or if the representative is unavailable, an alternate, may conduct the following business of the bargaining unit and no more than one (1) elected executive board member (President, Vice President, Recording Secretary, Financial Officer or Sgt. at Arms or Trustee) of Local Lodge 822 may conduct the following business of any of the Adams County bargaining units on the Employer's time:

1. The receiving, investigating and filing of complaints or grievances.
2. Participation in hearings.
3. Attendance at all joint meetings of Union Officials, Stewards, and Judicial Administration.
4. Attendance at Lodge meetings. In the event that the Union provides a week's notice of the need to release the Union Representative or no more than one (1) of the members of the Local Lodge 822 Executive Board to attend a Lodge meeting, and provided that the Union will cooperate with the Employer by allowing reasonable rescheduling of other employees so as to allow for attendance of the designated persons, attendance may not be denied for operational reasons.

The Union will notify the Employer of any changes regarding selected representatives. The Union will provide the Employer a copy of all meeting notices that requires the elected representatives to be at said meetings.

In the event that any of these business items are performed during the employee's vacation, day off, holiday, non-work shift, or any other non-work time of the employee, the employee shall receive no compensation under this section.

Section 3.5. Convention Delegates. Subject to the needs of the office as determined by the Circuit Clerk one (1) steward from the bargaining unit and no more than one (1) of the members of the Executive Board of Local Lodge 822, if the board member is a member of the bargaining unit, shall be allowed time off without pay for State or International Conventions or the (1) week educational program at Placid Harbor if elected as an official to such function. The Union will cooperate with the Employer by allowing reasonable rescheduling of other employees so as to accommodate such leaves.

Section 3.6. Union Visitation. The authorized representative(s) of the International Association of Machinists and Aerospace Workers shall have reasonable access to the Employer's facilities after first notifying the Employer of the purpose for the visit. While engaging in such visits, the representatives will seek to minimize disruptions to office operations, and will abide by reasonable security measures generally applicable to visitors to the office.

Section 3.7. Bulletin Boards. The Employer will provide the Union with one suitable bulletin board in a convenient place, upon which the Union may post its notices and communications.

Section 3.8. Distribution of Agreement. The Employer will supply sufficient copies of this Agreement to the Union for distribution to members. All contract books will be printed by a Union printer if the Employer has them printed on the outside.

ARTICLE 4

Dues Deduction

Section 4.1. Dues Deduction Authorization. Upon receipt of a signed authorization form from an individual, the Employer will deduct from said employee's pay the initiation, reinstatement fee, M.N.P.L. donation and monthly dues payable by him or her to the Union during the period set forth in said authorization.

Section 4.2. Timing of Deductions. Deductions shall be made on account of such fees, and/or dues in, nearly as practicable, equal installments from bi-weekly payroll checks.

Section 4.3. Tender of Dues to Union. The deductions shall be remitted to the Union no later than the fifteenth (15th) day of the month following the deductions made in the month. The Employer shall furnish the Union monthly with a written record of those for whom deductions have been made and the amount of the deductions.

Section 4.4. Notice to Employer of Dues Information. The Secretary-Treasurer of the Union will from time to time notify the Employer in writing of the location in which the deductions are to be remitted, the amounts of initiation fees, reinstatement fees, and monthly dues.

Section 4.5. Adjustments of Errors. In the event of under-deductions or over-deductions, adjustments will be made in subsequent deductions.

Section 4.6. Fair Share. Employees 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 cost of the collective bargaining process in accordance with the applicable Labor Relations Act. For the purpose of this Section, proportionate share shall not exceed the regular monthly dues of membership in the Union.

Section 4.7. Commencement of Employee Obligations. All employees who have not previously made application for membership in the Union, and employees hired on or after the effective date of this Agreement who have not made application for membership in the Union and authorized deduction of dues on or before the thirtieth (30th) day of their employment, shall be required to pay a fair share fee as defined above. The Employer shall begin deduction of fair share fees no later than thirty (30) days after notification from the Union as to which bargaining unit members have not authorized dues deductions.

Section 4.8. Indemnify. The Union shall indemnify and save the Employer harmless against all and any claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the Employer in reliance upon the authorization furnished to the Employer by the Union, or for the purpose of complying with any of the provisions of this Article.

ARTICLE 5

Management Rights

Subject to the provisions of this Agreement the management of the operations of the Employer, the determination of its policies, budget, and operations, the manner of exercise of its statutory functions and the direction of its work force, including, but not limited to, the right to hire, promote, demote, transfer, allocate, assign and direct employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or for other legitimate reasons; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections of work to be performed therein; to determine the quality; to determine

the number of hours of work and shifts per work week, if any; to establish and change work schedules and assignments; the right to introduce new methods of operations; to eliminate or relocate; and to maintain efficiency in the departments and to take such actions in an emergency as are appropriate is vested exclusively in the Employer.

ARTICLE 6

Subcontracting

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 interest of economy, improved work product, or emergency, provided that such subcontracting does not cause layoff or reduction of the work force or reduction of work hours for bargaining unit employees. The use of volunteers and interns may continue in accordance with past practice.

ARTICLE 7

Non-Discrimination

Section 7.1. Prohibition Against Discrimination. The Employer and the Union shall not discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws. The Employer will continue to provide equal opportunity for all employees and develop and apply equal employment practices.

Section 7.2. Union Membership. Neither the Employer nor the Union shall interfere with the right of 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 Union membership or non-membership or the exercise of their lawful rights.

Section 7.3. Gender. Any reference in this Agreement to the male gender shall be construed to pertain to both male and female.

Section 7.4. Alleged Violations. The parties agree that this Article cannot be the sole basis of a grievance if the employee (or the Union on the employee's behalf) has filed a claim, charge or complaint related to the same or similar facts which is pending before an authorized administrative agency or court for resolution.

ARTICLE 8

No Strike/No Lockout

Section 8.1. No Strike Commitment. Neither the Union nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Union nor any employee shall refuse to cross any picket line by whomever established. It is recognized that employees covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes which may arise within the County. The Union agrees that no disciplinary action or other action will be taken by the Union against any employee or employees covered by this Agreement by reason of any such action or conduct in the line of duty.

Section 8.2. Resumption of Operations. In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations.

Section 8.3. Discipline of Strikers. Any employee who violates the provisions of Section 1 of this Article shall be subject to immediate discipline, up to and including discharge. Employees are hereby advised that the Employer will give serious consideration to discharge in such circumstances. Any action taken by the Employer against any employee who participates in an action prohibited by Section 8.1 above shall not be considered as a violation of this Agreement shall not be subject to the provisions of the grievance procedure, except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

Section 8.4. No Lockout. The Employer will not lockout any employee(s) covered by this Agreement during the term of this Agreement as a result of a labor dispute with the Union.

Section 8.5. Union Liability. Upon the failure of the Union to comply with the provisions of Section 8.2 above, any agent or official of the Union who is an employee covered by this Agreement may be subject to the provisions of Section 8.3.

ARTICLE 9

Seniority

Section 9.1. Bargaining Unit Seniority (Definition). Bargaining Unit Seniority shall be defined as an employee's length of continuous service in the bargaining unit. (Date of hire)

Section 9.2. Bargaining Unit Seniority List. The Employer will post an up-to-date bargaining unit seniority list on the bulletin board.

Section 9.3. Breaks in Seniority. Seniority and the employment relationship shall be terminated when an employee:

1. Resigns or retires, or
2. Is discharged for proper cause, or
3. If absent for three (3) consecutive work days and does not report for work at the beginning of the fourth consecutive work day without notifying the employee's supervisor, or
4. Has been laid off for a period of three (3) years.
5. Is laid off and fails to report to work when recalled within a period of ten (10) working days. If the employee requests, in writing, additional time to return to work, said time may be granted. While on layoff it shall be the responsibility of the employee to keep the Employer informed of the employee's current address and telephone number. If a recall notice is not properly delivered because of the employee's failure to meet this obligation, the employee may be discharged at the Employer's discretion.

Section 9.4. New Hire. All new employees shall be on new hire probation for the first six (6) months of their employment. The probation period may be extended by agreement among the Employer, the employee and the Union. Employees may be disciplined while on new hire probation and shall have no recourse to the grievance procedure.

Section 9.5. Seniority Retention. When an employee transfers employment from one Adams County office to another, said employee carries over seniority for vacation accrual and pay purposes. An employee who terminates employment with Adams County but who seeks to return and is rehired within six (6) months carries over that employee's previously accrued seniority for vacation accrual and pay purposes. In the event that more than six (6) months have passed the Employer may negotiate with

the employee with regard to the vacation and pay level in which the employee shall be placed. This Section shall not be construed to mean that a former employee has the right to be rehired, that a current employee has a right to be transferred or that a transfer is guaranteed.

ARTICLE 10

Bidding

Section 10.1. Posting of Vacancies. When a new job opening is created or a vacancy exists within recognized Union position classifications, said job shall be posted seven (7) working days on the bulletin board.

Such posting shall state the job classification available, rate of pay, qualifications, number of openings available and the date and hour the bidding will be closed.

Section 10.2. Bidding Process (Office by Office). To be eligible to bid, an employee must work in the office where the vacancy exists.

Eligible employees within the Bargaining Unit, interested in bidding such openings must sign a bid slip and give it to his Union Representative who will deposit said slip with the appropriate Department Head or his/her designated representative. Employees on active employment probation are not eligible to bid. An employee cannot withdraw his bid once it has been given to the Union Representative.

Said opening(s) shall be awarded by ability and qualifications of those who have bid on said opening(s). Seniority shall govern unless the junior bidder has demonstrably superior qualifications.

If more than two (2) additional vacancies are created by filling an initial vacancy, the Employer may fill that fourth vacancy and subsequent resulting vacancies by means other than the process specified in this Article.

Section 10.3. Successful Bids. All bid forms shall be made available for review on request from the Union. The Employer will notify the successful bidders no later than five (5) days after the bidding is closed. The first forty-five (45) days in the new position shall be a probationary period. At any time during this period the Employer may return the employee to the position held prior to bidding or the employee may choose to return to the position held prior to bidding. This forty-five (45) day period may be extended upon mutual agreement among the Employer, the employee, and the Union.

Section 10.4. Lack of Successful Bids. If no employee has bid on the vacancy, the Employer may award the vacancy to any employee subject to the

employee's consent; recall an employee who is on layoff; leave the vacancy open; or hire a new employee. However, no new employee may be hired until all employees on layoff are recalled who have the ability and qualifications and are capable of performing the job.

ARTICLE 11

Personnel Records

Section 11.1. The Employer and the Union agree to abide by all applicable State and Federal laws relating to employee(s) access to their personnel records during the term of this Agreement.

Section 11.2. Removal. Any received documentation of discipline shall be removed from an employee's personnel file in accordance with the following schedule:

- (a) Oral or Written Reprimand – One (1) year without the same or similar misconduct.
- (b) Suspensions – Three (3) years without the same or similar misconduct.

Such removal shall be at the request of the employee but, in any case, shall not be used against the employee.

ARTICLE 12

Employee Discipline

Section 12.1. Just Cause. The Employer and the Union agree with the tenets of progressive and corrective discipline to improve behavior and/or performance. Nevertheless, severe discipline, up to and including discharge, may be appropriate so long as the discipline is commensurate with the severity of the offense. Discipline shall normally be limited to:

- a) Oral reprimand
- b) Written reprimand
- c) Suspension
- d) Discharge

Non-probationary employees shall not be discharged, suspended, reprimanded, relieved from duty or otherwise disciplined in any manner without just cause. If the

Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Discipline shall be administered in a timely manner depending on the circumstances of such discipline.

Section 12.2. Oral Reprimands. When an oral reprimand is given, the Circuit Clerk must inform the employee that he/she is receiving an oral reprimand and the reasons for the discipline. Oral reprimands will be recorded in the employee's personnel file by a written memorandum clearly designated as a written notation of an oral reprimand. A copy of the notation shall be provided to the employee.

Section 12.3. Notice to Union. In the event of disciplinary action, the Employer shall promptly furnish the employee, Union Committee person and Business Representative with a clear and concise written statement of the reasons therefore. In the case of an oral reprimand the written statement shall be a copy of the notation referenced in Section 2. An employee shall be entitled to the presence of a Union representative at all meetings for which the employee has reasonable grounds to believe that the meeting may be used to support the disciplinary action. However, nothing herein shall prohibit the Circuit Clerk from presenting the written statement to an employee in the absence of a Union representative providing that there is no discussion at the time, of the substance of the discipline. In addition, nothing herein shall provide the employee the right to refuse to meet with the Circuit clerk or supervisor about business related non-disciplinary matters.

ARTICLE 13

Grievance

Section 13.1. A grievance is a dispute or difference of opinion between the Employer and the Union, or between the Employer and an employee(s) concerning the breach, violations, meaning or application of any of the terms or conditions of this Agreement.

Step 1: The aggrieved employee(s) shall present their grievance to the Circuit Clerk or his designee within five (5) work days following when the employee knew or should have known of said grievance and if they wish may be accompanied by the Steward. The Circuit Clerk or his designee shall answer said grievance within five (5) working days.

Step 2: If not settled in Step 1, the grievance shall be reduced to writing and signed by the aggrieved employee and the Union Steward, and shall be presented to the Circuit Clerk or his designee within five (5) work days from the Circuit Clerk's Step 1 response.

Step 3: If not settled in Step 2, the grievance may be submitted to a two (2) person ad hoc grievance board. The submission will be made by the Union in the form of a written request to the Circuit Clerk to convene the board. Such request must be made within ten (10) work days. Within five (5) days of the submission, the Union and the Circuit Clerk shall designate one (1) person to serve on the board, which shall be convened during the work day within ten (10) work days of the submission. Either the Union or the Circuit Clerk may discontinue using the grievance board by providing the other party with fifteen (15) work days' written notice of cancellation.

The grievance board shall spend no more than an hour to hear a grievance and subject to agreement of the two (2) board members the board within five (5) work days of the hearing shall verbally advise the parties of the board's suggested means to resolve the issue(s). The suggestion shall be binding on none of the parties, nor shall it be presented to the arbitrator should arbitration ultimately take place.

Step 4: The Union must notify the Employer of its intent to arbitrate within thirty (30) work days of the Step 3 answer. The parties shall jointly request a list of seven (7) arbitrators from FMCS within ten (10) work days after notification. Either party may reject the initial list and request a second list from FMCS within ten (10) work days after receipt. Following a coin toss to determine the first strike, the parties shall alternately strike names until only one remains, the remaining name shall be the arbitrator to be appointed.

The arbitrator shall have no power to add to, subtract from, or modify any of the provisions of this Agreement. The arbitrator may consider and decide only the particular issue or issues presented to him by the Employer and the Union, and his decision must be based solely upon an interpretation of the provisions of this Agreement. The arbitrator shall render a decision not later than thirty (30) days from the day of the arbitration hearing. The arbitrator's decision shall be final and binding on the parties. All costs of the arbitration, except witness fees, shall be paid equally by the Employer and the Union. All hearings are to be held in Quincy, Illinois, unless all parties agree to a different location.

Section 13.2. Should an appeal not be given by either the grievant or the Union within the specified time limits, the grievance will be considered to have been settled.

Section 13.3. Unless otherwise noted, all time limits set forth in each of the steps shall be exclusive of Saturdays, Sundays, and holidays or any day observed as a holiday unless so noted to the contrary. Both parties may mutually agree to extend the time limits allotted to any step in the grievance arbitration procedure.

Section 13.4. Discharge cases shall be taken up in Step 2 of the grievance procedure within three (3) work days from the date of discharge; otherwise, any grievance pertaining to said discharge will be deemed to have been waived.

ARTICLE 14

Layoffs

Section 14.1. Layoffs. In the event of a job discontinuance or a layoff, employees with the least hire date seniority in the affected classification within the affected office, shall be removed from their classification, the Employer shall notify the Union thirty (30) days prior to the intended effective date of a layoff.

The Union may request to negotiate alternatives to the layoff with the Employer. Any employee to be laid off will be notified fourteen (14) calendar days prior to the effective date of the layoff. Probationary employees and summer help shall be laid off prior to any non-probationary employees being laid off.

Section 14.2. Bumping Rights. Employees removed from the affected classifications shall exercise their hire date seniority in any other classification within the office in which the employee has previously held, can perform the work or can become qualified to perform within forty-five (45) working days, which time period may be extended by mutual agreement in cases where higher skilled positions are effected, if such hire date seniority is great enough to obtain a job. If said employee becomes qualified then the employee with the last hire date in the classification within the office, will be displaced. If said employee cannot become qualified within forty-five (45) working days he shall be laid off.

Employees bumped from any classification in accordance with these provisions shall exercise their hire date seniority in the same manner in any classification in which they can perform the work or can become qualified to perform work within forty-five (45) working days.

Section 14.3. Recall. Subject to the provision of Section 9.3, laid off employees shall be eligible for recall in the reverse order of layoff to the job classification from which they were removed or to a job classification which the employee previously held. If a recall notice is not properly delivered because of the employee's failure to meet the obligation of informing the Employer of the employee's most current residence while on layoff, the employee may be discharged at the Employer's discretion unless the employee was unable to supply the information for a reason beyond the employee's control.

ARTICLE 15

New Technology

It is the Employer's policy to assure that training is available for affected employees so that they may have the opportunity to acquire the knowledge and skills to participate in and share the benefits of the continuous improvement process.

The Employer shall not use technological changes for the sole purpose of converting jobs from bargaining unit status to non-bargaining unit status.

ARTICLE 16

Leaves of Absence

Section 16.1. General Leave. The Employer may grant regular employees leaves of absence without pay for a period not to exceed three (3) calendar months in any twelve (12) month period for purposes that are deemed beneficial to County service. Such leave may be extended for good cause by the Employer for an additional period not to exceed three (3) calendar months.

Upon return from a general leave the employee will return to a position equivalent to the one held prior to taking the leave.

An employee who fails to provide a reasonable excuse and notice to the Employer and fails to return to work at the time specified in his request for leave, shall be considered to have abandoned his position and shall be terminated.

An employee may use accumulated vacation or personal days before being placed on an unpaid general leave.

Section 16.2. Military Leave. The Employer agrees to follow all State and Federal Laws regarding Military Leave.

Section 16.3. Jury Duty. Any employee who is called and thereby required to appear for jury service, witness service or a coroner's panel, shall be excused for each day of service falling on his regular workdays, with pay. The employee must immediately return to work upon being excused from jury duty. Failure to immediately return to work upon being excused from jury duty may subject an employee to discipline. The employee shall return the check received for jury duty.

Section 16.4. Court Appearance. Attendance at a court or quasi-judicial hearing, as required by subpoena or notice to appear, that is directly job related, is an official duty assignment and the Employer shall be notified of said duty. Permission to

omit this duty must be obtained from the Judge or attorney handling the case, or other competent court official. Once an employee is served with a subpoena or notice to appear, it will remain in effect until cancelled by a competent court official. Employees shall make every effort to keep themselves informed of the status of their court cases and to be available to give court testimony as required.

When employees are required to appear in court, and where said appearance is related to their duties as an employee of Adams County, they shall be compensated with overtime pay at one and one-half (1½) times their hourly rate, if said appearance is made during off duty time.

When employees are required to appear in court for reasons other than work related, the required time off must be approved by the Employer and the employee may utilize appropriate time off such as personal time and/or time off without pay.

Section 16.5. Medical Leave. Regular employees who have utilized twenty (20) sick days or have exhausted all sick leave and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, may be granted an unpaid disability leave. This Section in no way affects IMRF eligibility or IMRF benefits. Such leave will not be granted for a period in excess of three (3) months but may be extended up to three (3) months, at the Employer's discretion. Additional three (3) month extensions may be granted by the Employer if a physician certifies that the leave is a bonafide medical emergency or illness. The Employer may require an independent medical examination before approving the final leave extension. Prior to requesting said leave, the employee shall inform the Employer in writing about the nature of the disability and length of time needed for leave. The request for said leave shall be accompanied by a written statement from the attending physician which includes the diagnosis, prognosis and expected duration of the disability. If the Employer has reasons to believe the employee is able to perform his regular assigned duties and the employee's physician certifies him as being able or unable to report back to work, the Employer may rely upon the decision of an impartial physician of its choosing as to the employee's ability to return to work. Such examination shall be paid for by the Employer. During said leave, the disabled employee shall provide written verification by a licensed physician at the Employer's request. 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. Such leave cannot be arbitrarily or capriciously denied.

Members of the bargaining unit shall be granted leave pursuant to the Family and Medical Leave Act.

Section 16.6. Personal Days. Each employee shall be granted up to three (3) days off annually to be used for personal reasons which cannot be scheduled

outside of the employee's work time. Personal time is not cumulative from one (1) calendar year to another. An employee will not be compensated for unused personal time. Personal time may be used in increments of one-half (1/2) hours or more.

Section 16.7. Bereavement Leave. Employees shall be granted paid bereavement leave off from date of death through the day after the funeral but not more than a total of three (3) days, if a death occurs to one of the following: mother, father, sister, brother, step-mother, step-father, step-brother, step-sister, grandparents, spouse's grandparents, grandchildren, son or daughter-in-law, brother- or sister-in-law, mother- or father-in-law, legal guardian or other relatives that are members of the employee's household at the time of death. Employee shall be granted paid bereavement leave off from date of death through the day after the funeral but not more than a total of five (5) days, if a death occurs to one of the following: spouse, children and stepchildren.

Any days not previously scheduled to be worked shall not be paid. Employees must notify the Steward and Supervisor in charge before leave is taken. Upon returning to work the employee shall sign a statement attesting to the relationship of the deceased.

Requests for time off for other funerals or additional time off shall be addressed through the use of paid accrued time off.

Employees attending a funeral as specified in the preceding paragraphs, which falls during any scheduled vacation time, shall not be charged vacation time for that day.

ARTICLE 17

Holidays

All employees shall have time off with full pay for the following holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day

Holidays which fall on Saturday will be celebrated on Friday. Those holidays falling on Sunday will be celebrated on Monday. In addition to normal holiday pay, employees who are required to work any listed holiday shall receive double time for

hours worked and shall receive a minimum pay of two (2) hours at double time. In the event Christmas Eve Day falls on a Sunday, it will be celebrated on the preceding Friday.

ARTICLE 18

Vacations

Section 18.1. The Base Vacation Year shall be defined for the purposes of this Article as the period from January 1 to and including December 31.

Section 18.2. Vacation pay earned during the Base Vacation Year shall be taken in the next succeeding calendar year, which is defined for the purpose of this Article as the Entitlement Year.

Section 18.3. Vacation duration and pay will be determined by the length of employment since last date of hire in the Base Vacation Year. Employees can carry over only two (2) weeks of earned unused vacation per the term of this Agreement.

Section 18.4. During the year in which an employee's eligibility date changes, which entitles such employee to more vacation, he may take whatever vacation he is entitled to before the change and when the eligibility date occurs that entitles such employee to more vacation, he takes such additional vacation time after his eligibility date and before the end of the calendar year.

Section 18.5. Employees hired prior to September 8, 2005, shall accrue vacation and shall have their carry over limited in accord with the Circuit Clerk's written policy (as revised May 1, 1991).

For all other full-time employees, employees shall accrue paid vacation time according to the following schedule:

1 year to 9 years	2 weeks
10 years to 14 years	3 weeks
15 years and over	4 weeks

Section 18.6. In cases of conflicting dates among employees, seniority shall govern.

Section 18.7. The Employer agrees to prorate vacation allowance to those employees who leave the employment of the County for the time actually worked from January 1 of the last year worked.

Section 18.8. An employee shall continue to accrue vacation while on any compensated leave (i.e. – vacation, holidays, sick leave, compensatory, emergency or injury, paid personal days, etc.). When a holiday or a funeral leave (as provided for in this Agreement) occurs during an employee’s assigned vacation and the employee is entitled to the holiday or to a paid leave of absence, then such entitlement will not be counted as part of the employee’s vacation time.

Section 18.9. Vacation days shall be requested by the employee at least twenty-four (24) hours in advance prior to taking said time. Request for more than a single vacation day must be made at least five (5) working days in advance.

ARTICLE 19

Sick Leave

Section 19.1. Employees Hired Prior to September 8, 2005. The Circuit Clerk’s written policy (as revised May 1, 1991) shall continue to apply for employees hired prior to September 8, 2005. Effective December 1, 1998, this policy shall allow employees six (6) sick days “per calendar” year. Employees may use all of their available short term sick leave for illnesses, disability, or injury, appointments with a doctor, dentist or other professional medical practitioner for a child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or step-parent when the employee’s presence is necessary. Any unused sick leave credit standing to the employee’s account shall apply toward retirement if allowable by law.

Section 19.2. All Other Full-Time Employees. All other full-time employees will be entitled to sick leave of a total not to exceed ten (10) working days per calendar year. Sick leave shall be accumulative up to a maximum of ninety (90) working days. Any unused sick leave credit standing to the employee’s account shall apply toward retirement if allowable by law.

Sick leave may be used for illness, disability, injury, appointments with a doctor, dentist or other professional medical practitioner for the employee. Up to ten (10) days of sick leave may be used for illness, disability, injury, appointments with a doctor, dentist or other professional medical practitioner for a child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent when the employee’s presence is necessary. Sick leave may be used in increments of no less than one-half (1/2) hour at a time.

If an employee is absent from work because of illness or a non-job related accident for three (3) or more consecutive workdays, upon the employee’s return to work such employee shall be required to present a certificate signed by a licensed physician in order to qualify for sick leave benefits.

Any employee who is ill for more than ten (10) consecutive workdays may be required by the Employer to secure and submit, at the employee's expense, for record a physician's certificate and release, certifying what illness or injury has prevented work and an estimated date that the employee may be fit to return to work.

The abuse of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

ARTICLE 20

Hours and Overtime

The normal work hours shall be 7:45 a.m. till 4:30 p.m. Monday through Friday, inclusive, with a fifteen (15) minute break in the morning, a one (1) hour lunch period at or around the noon hour, and a fifteen (15) minute break in the afternoon. Alternative work hours shall be 8:00 a.m. to 4:30 p.m. Monday through Friday, inclusive, with a fifteen (15) minute break in the morning, a forty-five (45) minute lunch period at or around the noon hour, and a fifteen (15) minute break in the afternoon or 8:00 a.m. to 4:45 p.m. Monday through Friday, inclusive, with a fifteen (15) minute break in the morning, a one (1) hour lunch period at or around the noon hour, and a fifteen (15) minute break in the afternoon.

Notwithstanding the above mentioned work hours, employees may be allowed to work flexible hours by mutual agreement only between the Office Holder and the employee. At any time the employee or the Office Holder can say no and the above-mentioned work hours will control.

The normal work days for the purposes of computing overtime shall start at the beginning of the employee's regular shift, and end twenty-four (24) hours later.

Employees may trade break and lunch schedule times as long as such trades have prior approval of management.

When employees are required to work during their lunch period, and receive no equivalent time off during the same shift at a reasonable alternative time, then they shall have such time treated as hours worked and shall be paid at the appropriate straight or overtime rate, whichever is applicable.

Overtime shall be paid at the rate of one and one-half (1½) times the employee's straight hourly rate for all time worked in excess of forty (40) hours in a work week.

The Employer agrees that work beyond the normal work hours will continue to be performed at an on-need basis in the same manner as in the past.

Any pay received for holidays, vacations, illness in lieu of work shall be considered a part of the normal work week for purposes of computing overtime. An employee may flex the lunch hour subject to the following considerations; the Employer will have to be given reasonable notification in advance and may reject the request depending on the needs of the office.

ARTICLE 21

Wages

Classification	12/1/16	12/1/17	12/1/18
Chief Deputy	\$24.23	\$24.71	\$25.20
Administrative Assistant	\$18.47	\$18.84	\$19.22

If during the term of this Agreement the position of Chief Deputy becomes vacant and the Employer seeks to fill the vacancy, or if during the term of this Agreement the Employer chooses to fill the Administrative Assistant vacancy, the Employer shall post the vacancy and the proposed rate of pay range. If the Union disagrees with the proposed rate of pay range, the Union, within seven (7) calendar days of the posting, may issue the circuit Clerk a demand to bargain the rate of pay range for the employee selected. If no agreement is reached within thirty (30) days from the date of posting, the Union may appeal the proposed rate of pay range to the arbitration step of the grievance procedure. In the event of arbitration, in making a determination, the arbitrator shall consider the job content and responsibilities, the employee's prior service in the office and the courthouse, like positions with similar job content and responsibilities within the courthouse, and significant differences in working conditions to comparable positions within the office and the courthouse. The pay initially proposed by the Employer shall remain in effect pending the decision of the arbitrator. If the decision of the arbitrator is to increase the pay such rate change shall be applied retroactively to the date the employee assumed the position in question.

Employees who have completed five (5) years of continuous service shall receive annually two hundred and fifty dollars (\$250.00) on their first paycheck following the employee's anniversary date.

Employees who have completed ten (10) years of continuous service shall receive annually five hundred dollars (\$500.00) on their first paycheck following the employee's anniversary date.

Employees who have completed fifteen (15) years of continuous service shall receive annually seven hundred and fifty dollars (\$750.00) on their first paycheck following the employee's anniversary date.

Employees who have completed twenty (20) years of continuous service shall receive annually one thousand dollars (\$1,000.00) on their first paycheck following the employee's anniversary date.

It is further agreed all pay raises and the longevity pay shall be paid retroactive back to December 1, 2016.

ARTICLE 22

Insurance

Section 22.1. Cost of Health Insurance. The Employer shall provide Health Insurance coverage to the employees covered by this Agreement. The Employer shall provide Health Insurance coverage at no cost to the employees covered by this Agreement.

Employer shall pay 90% of the cost and the employee shall pay 10% of the cost based on the terms of Section 22.4.

Health Insurance shall be available for dependents at the cost of the employee.

Section 22.2. Changes in Health Insurance. The Employer shall provide the employees with the current coverage, which was effective on September 1, 2016. The Union and the County recognize that insurance costs are likely to increase over time and that the County may during the lifetime of this Agreement find it to be in the best interests of the County to change the plan of insurance. Only in the event of a significant or substantial change in the plan would the duty to bargain arise.

The terms "significant or substantial" mean a change in the order of greater than a twenty percent (20%) increase in the deductibles, the co-pays, and/or the prescription drug card program in any one (1) policy year.

The Employer agrees to meet with an employee insurance advisory committee, composed of one (1) member of each bargaining unit, their Union Representative if desired and the authorized representative of the Employer, at dates mutually agreed to between April 1st and September 30th of each year of this Agreement.

The purpose of such meeting shall be to discuss insurance programs/options that will assist in cost containment. Such meetings shall be waived only by mutual written consent of the parties. The Employer will make all relevant information available and

this committee will be empowered to research available hospitalization, dental, optical and other relevant plans provided by the Employer, comparing their costs and benefits.

The advisory committee shall recommend to the Employer possible implementation of any such alternative plans and cost containment measures. The Adams County Board shall have the final authority to approve/disapprove such recommendations by the advisory committee members. Disputes are subject to grievance and arbitration procedures.

Nothing in this section shall preclude remaining County Departments (i.e. Highway Dept., Administration, etc.) from equal representation on such advisory committee so long as their departmental members do not exceed the number of bargaining unit(s) members represented on the advisory committee.

Should an employee be granted a leave of absence for a non-medical reason for more than two (2) calendar weeks, he shall reimburse the County for the cost of the group health premium for that portion while on leave.

To qualify for the Adams County Group Health Plan, an employee must be scheduled to work at least thirty (30) hours per week.

Section 22.3. Termination of Employment. Should the employee terminate employment or be placed on layoff status, the employee's life and health insurance will be maintained as long as permitted by the current insurance carrier, but not longer than the end of the month that the employee ends his active service for the County unless otherwise provided by law.

Section 22.4. Wellness Incentive. The Employer shall offer a voluntary Wellness Incentive Program to all employees covered by this Agreement.

If an employee successfully completes the Wellness Incentive Program in any contract year, the Employer shall pay one hundred percent (100%) of the cost of the employee's health insurance coverage.

Successful completion shall be defined as follows:

- (a) Effective December 1, 2014, successful completion shall be defined participation in the Wellness Incentive Program.
- (b) Effective December 1, 2015, successful completion shall be defined as:
 - (i) Obtaining a score of 71 or better;
 - (ii) Improving your score by at least five (5) points; or

- (iii) Has obtained a waiver from the employee's primary-care physician.

Newly hired employees hired after the annual wellness test in 2014 shall pay the premium percentages under Section 2 until the next annual wellness screening. If they chose to participate in the screening, they will be exempted for the next year after which they will be subject to the Wellness Incentive standards under Section 3(b) of this Article.

ARTICLE 23

Drug and Alcohol Testing

Section 23.1. Drug and Alcohol Testing Permitted. In accordance with the Drug Free Workplace Act and the parties' desire to maintain a drug free workplace, the following is Union-acknowledged Employer policy.

It is the policy of the Employer that the public has the right to expect persons employed by the Eighth Judicial Circuit/Circuit Clerk of Adams County to be free from the effects of drugs and alcohol. The Employer has the right to expect the employees to report for work fit and able for duty. The purpose of this policy shall be achieved in such a manner as to not violate the specified employee rights identified in this Article.

Where the Employer has a reasonable suspicion to believe that an employee is impaired or under the influence of illegal drugs or alcohol during the course of the work day, the Employer will have the right to require the employee to submit to alcohol and/or drug testing. At least one (1) supervisor (who is not a member of the bargaining unit) must certify the basis for the reasonable suspicion(s) concerning the affected employee prior to any order to submit to the testing authorized herein. No test will be performed until a Union Steward, if present at the workplace, is advised that a test will be administered.

In conducting the testing authorized by this Agreement, the County shall:

- (a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- (b) With regard to alcohol testing, for the purpose of determined whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 of milliliters of blood are to be considered positive. (Note: The foregoing standard shall not preclude the County from attempting to show that test results between .01 and .04 demonstrate that the employee was

under the influence but the County shall bear the burden of proof in such cases.)

Section 23.2. Prohibitions. Consuming or possessing any illegal drugs at any time anywhere or consuming or possession of alcohol (unless in accordance with duty requirements) during the work day or anywhere on County premises or job sites, including all County buildings, properties, vehicles and while engaged in County business. Possession or use of illegal drugs by an employee not engaged with duty requirements shall be considered a crime and the Employer will cooperate with authorities should criminal charges be filed against any employee who is found in possession of illegal drugs or who is engaged in the selling of or dispensing of illegal drugs on or off duty.

Section 23.3. Order to Submit to Testing. The employee must take the test within sixty (60) minutes of receiving the written order to do so or it shall be deemed a refusal. The employee shall be permitted to consult with a representative of the Union at the time the order is given, but in any event the test must be taken within sixty (60) minutes of the employee being ordered to do so.

ARTICLE 24

Political Activity

The Employer agrees to comply with the Local Governmental Employees Political Rights Act. (50 ILCS 135/1-10.)

Political activity during working hours will be prohibited. Employees may on their own time be active in political activity.

ARTICLE 25

Miscellaneous Provisions

Section 25.1. Safety and Health. The Employer shall make reasonable provisions for the safety and health of the employees during the hours of their employment, and shall provide protection devices and other equipment necessary to protect the employees from injury and illness in conformance with statutory requirements.

Section 25.2. Right to Know. The Employer will comply with Federal and State laws regarding the employee's right to obtain information regarding toxic substances in the work place. Inquiries shall be directed to the Employer. The employees shall use MSDS (Material Safety Data Sheets) information when handling toxic chemicals and shall perform in a safe and prudent manner.

Section 25.3. No Time Clocks. There shall be no employee time clocks.

Section 25.4. Training. The Employer shall pay for tuition, books and fees of all mandatory training, and shall reimburse the employee for mileage related to the training per the existing County rate. Additionally, relative to such training, the Department's meal reimbursement policy and practice shall remain in effect.

Section 25.5. Pension. I.M.R.F. benefits and contributions shall be calculated pursuant to the rules of the Illinois Municipal Retirement Fund.

ARTICLE 26

Maintenance of Standards

All economic benefits which are not set forth in this Agreement and are currently in effect for these Bargaining Unit members shall continue and remain in effect for the term of this Agreement.

The Employer has the exclusive right to determine fair and reasonable policy and/or procedure. Any change to a written policy or procedure shall be submitted by the Employer to the Union prior to implementation of the change. If the Union desires to discuss the proposed change it may do so by proposing a meeting with the Employer.

ARTICLE 27

Flu Shot Vaccination, Hepatitis B Vaccination and Health Club Membership

Section 27.1. Flu Shot Vaccination. Employees shall be offered annually a flu shot vaccination at no charge through the Adams County Health Department.

Section 27.2. Hepatitis B Vaccination. Employees who have job responsibilities that involve direct exposure and/or potential exposure to blood, body fluids, non-intact skin and mucous membranes of others shall be offered Hepatitis B vaccination at no charge through the Adams County Health Department. Eligibility shall be defined by the Adams County Health Department's Blood Borne Pathogen Exposure Control Plan.

Section 27.3. Health Club Membership. Employees shall be eligible for up to a \$200.00 reimbursement per year for a Health Club membership. The employee shall provide a receipt to the Adams County Clerk's Office indicating that payment has been made to a Health Club. Health Club shall be defined as a commercial facility that offers physical fitness equipment, classes and/or facilities for use by its members.

Reimbursement shall be considered an employee benefit and shall be reported as such to the Internal Revenue Service.

ARTICLE 28

Complete Agreement

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 29

Savings Clause

If any provisions of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by an existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 30

Duration

Section 30.1. Term of Agreement. This Agreement shall be effective from December 1, 2016, and shall continue in full force and effect until midnight November 30, 2019, and thereafter from year to year unless not more than one hundred and twenty (120) days, but not less than sixty (60) days prior to November 30, 2019, or any subsequent November 30, 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.

Section 30.2. Continuing Effect. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations are continuing for a new Agreement or part thereof between the parties, except that no step or wage adjustments shall be made, unless the parties mutually agree.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures in Quincy, Illinois, this 12th day of April, 2017.

Keri R. Geschwindner
ADAMS COUNTY CIRCUIT CLERK

Ann Ballesteros
FOR IAM&AW

csh/act
OPEIU#13

MEMORANDUM OF UNDERSTANDING

BETWEEN

ADAMS COUNTY

**CIRCUIT CLERK
CHIEF DEPUTY
ADMINISTRATIVE ASSISTANT**

AND

**DISTRICT NO. 9, INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
AFL-CIO**

This Memorandum of Understanding is entered into by the above-mentioned parties on this 1st day of December 2013, hereinafter referred to as the Union and the County, for the purpose of Article 18 "Vacations", Section 18.5 and Article 19, Section 19.1 as referred to "The Circuit Clerk's written policy (as revised May 1, 1991)".

VACATION:

Vacations are earned rest and relaxation periods that may be used at the discretion of the employee with the approval of the circuit clerk, and/or his designee. Preferably, vacations will be taken during the months of June, July and August but is not compulsory. It may be taken a day at a time only under special consideration and approval of the circuit clerk.

An employee shall earn vacation days based upon the employee's length of continuous service. An employee shall earn vacation days in accordance with the following schedule. No employee on an unpaid leave of absence may earn vacation days.

<u>Service Period</u>	<u>Vacation Earned</u>	<u>Service Period</u>	<u>Vacation Earned</u>
1 to 5 years	10 days	after 12 years	20 days
5 to 8 years	15 days	after 13 years	21 days
after 8 years	16 days	after 14 years	22 days
after 9 years	17 days	after 15 years	23 days
after 10 years	18 days	after 16 years	24 days
after 11 years	19 days	after 17 years	25 days

CARRY OVER

At the completion of each year of continuous service, an employee may only carry over to the next employment year a maximum of ten (10) vacation days. All vacation days, including the days that may have been carried over from the previous year, that exceed the maximum carry-over amount of ten (10) days will be forfeited.

PART TIME

A part-time employee shall earn vacation on a prorated basis according to the vacation accrual schedule set forth in this policy providing the employee works at least fifty percent (50%) of the regular work week as determined by the circuit clerk and/or his designee. This is determined by a fraction based on the ratio of the hours actually worked by the employee to the total number of working hours in a year.

EXTENDED SICK LEAVE:

1. ANNUAL BENEFIT

If it is necessary for an employee to be absent from work for more than five (5) consecutive working days because of illness or injury, an employee shall be granted extended sick leave based on years of continued service according to the following schedule:

Employees with less than one (1) year but no more than six (6) months	10 days
Employees with one (1) through three (3) years of service	22 days
Employees with four (4) through six (6) years of service	44 days
Employees with seven (7) through ten (10) years of service	66 days
Employees with eleven (11) or more years of service	88 days

Multiple periods of prolonged illness in any one (1) employment year will not increase the total numbers of days to which an employee is entitled. When the extended absence arises from a single cause, the number of days of paid extended sick leave shall not be increased even if the period of consecutive days extend from one employment year to another.

If a holiday observed by the courts falls during a week in which an employee is on extended sick leave, the holiday will be considered as a day of extended sick leave.

NO CARRY-OVER

Extended sick leave does not accumulate or carry over from one year to the next. The maximum days allowed on the above schedule will apply once per employment year.

USE

To qualify for extended sick leave benefits, an employee must be unable to perform the assigned job duties and provide a physician's statement which indicates the nature and extend of the disability. Included on this statement must be an approximate date of return. An employee authorized to use extended sick leave may be required to submit periodic physician's statements on the status of the disability.

Extended sick leave will only be authorized for employee's illness or injury and will not be authorized for family illness.

Teri R. Goodwin 4-12-17
FOR THE COUNTY **DATE**

Ann Ballasteros 4-12-17
FOR THE UNION **DATE**

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