

LABOR AGREEMENT

Between

COUNTY OF ADAMS
COUNTY CLERK OF ADAMS COUNTY

and

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

DECEMBER 1, 2016 THROUGH NOVEMBER 30, 2019

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PREAMBLE

THIS AGREEMENT, made and entered into this 11th day of May, 2017, by and between Adams County 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 1 – 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-96-74.

Includes: All full-time and regular part-time employees of the Adams County Clerk's Office including all individuals employed as Deputy Clerk's.

Excludes: The County Clerk of Adams County, all professional employees, and all other employees of the County of Adams and the Adams County Clerk, and all confidential, managerial employees, and supervisors within the meaning of the Illinois Public Relations Act.

ARTICLE 2 – UNION RIGHTS

Section 2.1 – 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 shall be done in a fashion to cause a minimum of office disruption.

Section 2.2 – 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 2.3 – 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 2.4 – Duties of Representatives and Elected Officers

Subject to operational needs, one 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 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:

- (a) The receiving, investigating and filing of complaints or grievances.
- (b) Participation in hearings.
- (c) Attendance at all joint meetings of Union Officials, Stewards, and Judicial Administration.
- (d) Attendance at Lodge meetings. In the event that the Union provides one (1) weeks' notice of the need to release the Union Representative or no more than one 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 require 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 2.5 – Convention Delegates

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 one (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 2.6 – Union Visitation

The authorized representative(s) of the International Association of Machinists and Aerospace Workers shall have reasonable access to the employee's facilities after first notifying the Employer or office supervisor 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 2.7 – 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 2.8 – Distribution of Agreement

The Employer will supply sufficient copies of this Agreement to the Union for distribution to members.

Section 2.9 – Supervisors

Elected officials may continue to perform work which is incidental to their jobs. It is agreed and understood that no supervisor/non-bargaining unit employee(s) will be permitted to perform bargaining unit work except when necessary to instruct an employee or in case of emergencies. Such work shall not cause any layoffs of the bargaining unit.

The Office Holders may perform any work that is necessary to perform his job and fulfill his statutory duties, including any work incidental to his job or statutory duties. Such work shall not cause any layoffs of the Bargaining Unit.

ARTICLE 3 – DUES DEDUCTION

Section 3.1 – 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 3.2 – 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 3.3 – Tender of Dues to Union

The deductions shall be remitted to the Secretary-Treasurer of District No. 9 of the Union no later than the fifteenth (15th) day of the month following the deductions made in the month. The Employer shall furnish the Secretary-Treasurer monthly with a written record of those for whom deductions have been made and the amount of the deductions.

Section 3.4 – 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 3.5 – Adjustments of Errors

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

Section 3.6 – 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 3.7 – 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 3.8 – Indemnify

The Union shall indemnify and hold 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 4 – MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the management of 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 and work to be performed therein; to determine 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, relocate, transfer or subcontract work and to maintain efficiency in the departments and to take such actions in an emergency as are appropriate is vested exclusively in the Employer, provided the exercise of such rights by management does not conflict with the provisions of this Agreement

ARTICLE 5 – 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 work hours for bargaining unit employees. The use of volunteers and interns may continue in accordance with past practice.

ARTICLE 6 – NEW CLASSIFICATIONS

Where the Employer finds it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employer and Union agree to jointly petition the Illinois Labor Relations Board to seek the necessary unit clarification.

If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Illinois Labor Relations 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 Step 2 of the grievance procedure.

The Step 2 grievance committee or 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 employee's work force;
- (b) Like positions with similar job content and responsibilities within the 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 decision.

If the decision of the Step 2 grievance committee or arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation.

Upon installation of the new position classification, the filling of such position classification shall be in accordance with the posting and bidding procedure of this Agreement.

ARTICLE 7 – NON-DISCRIMINATION

Section 7.1 – Prohibition Against Discrimination

The Employer and 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 the 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 or any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify a 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 or any employee shall refuse to cross any picket line by whomever established.

Section 8.2 – Resumption of Operations

In the event of action prohibited by Section 8.1 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. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect upon complying with the requirements of this Section.

Section 8.3 – 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 8.4.

Section 8.4 – Discipline of Strikers

Any employee who violates the provisions of Section 8.1 of this Article shall be subject to immediate discharge. Any action taken by the County Clerk 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 8.5 – No Lockout

The Employer will not lock out any employee(s) covered by this Agreement during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 9 – SENIORITY

Section 9.1 – Seniority

For purposes of benefits such as vacations, etc., seniority shall be defined as all continuous service of employee from first date of hire with any County office.

Section 9.2 – Bargaining Unit Seniority

Bargaining Unit seniority is defined as an employee's length of continuous service with the County since entering in any one of the bargaining unit classifications.

Section 9.3 – Seniority List

The Employer will quarterly post as needed an up-to-date- seniority list on the bulletin boards.

Section 9.4 – Breaks in Seniority

Seniority and the employment relationship shall be terminated when an employee:

- (a) Resigns or retires; or
- (b) Is discharged for proper cause; or
- (c) If absent for three (3) consecutive work days and does not report for work at the beginning of the fourth consecutive workday without notifying employee’s supervisor; or
- (d) Has been laid off for a period of three (3) years; or
- (e) 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 up to ten (10) additional work days; or if employee presents an acceptable reason for his failure to return at such time.

Section 9.5 – Probation Period

Probationary period for employees covered by this Agreement is six (6) months.

Section 9.6 – Seniority Retention

- (a) When an employee transfers employment from an 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.
- (b) This Section shall not construed to mean:
 - (i) a former Employee has the right to be rehired;
 - (ii) a current Employee has a right to be transferred; or
 - (iii) 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 on the bulletin board for seven (7) working days. 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 opening, 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 shall be awarded by ability and qualifications of those who have bid on said opening. Seniority shall govern when the ability and qualifications of employees involved to perform work required are relatively equal.

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 bidder(s) no later than five (5) days after the bidding is closed. The employee will have forty-five (45) days to qualify on the bid job; if said employee does not qualify, he will return to his previous job.

Section 10.4 – Lack of Successful Bids

If no employee has bid on the vacancy, the Employer may either give the vacancy to any employees with his consent, recall an employee who is on layoff, leave the vacancy open, or hire a new employee. A new employee shall not be hired until all employees on layoff who are eligible for recall and who have the ability and qualifications and are capable of performing the job are recalled.

Section 10.5 – Posting of Vacancies

If employees fail to bid on the vacancy and the Employer does not fill the opening and elects to continue the process of filling the vacancy, it has to be reposted before assigning anyone to the opening if forty-five (45) calendar days have passed since the opening was first posted.

ARTICLE 11 – PERSONNEL RECORDS

Section 11.1 – Access

The County and the Union agree to abide by all applicable State and Federal laws relating to employees' access to their personnel records during the term of this Agreement.

Section 11.2 – Removal of Documentation

Any oral or written reprimand shall be removed from an employee's personnel file in accordance with the following schedule:

- (a) Oral or Written Reprimand – after one (1) year without the same or similar misconduct.
- (b) Suspensions -- after five (5) 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 – DISCIPLINE AND DISCHARGE

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

In cases of oral reprimands which will be recorded in the employees personnel file, the supervisor must inform the employee that he/she is receiving an oral reprimand and of the employees' right to Union representation, which shall be provided upon the employee's request. The employee shall also be given reasons for such discipline.

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 thereof. An employee shall be entitled to the presence of a Union Representative at all meetings pertaining to discipline if he/she requests it and if the employee has reasonable grounds to believe that the meeting may be used to support disciplinary action against him/her.

ARTICLE 13 – GRIEVANCE PROCEDURE

Section 13.1 – Definition

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.

- (a) Step 1

The aggrieved employee(s) shall present their grievance to their immediate Supervisor 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 aggrieved's immediate Supervisor shall answer said grievance within five (5) working days.

(b) 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 appropriate Department Head within five (5) work days from the immediate Supervisor's Step 1 response.

(c) Step 3

If not settled in Step 2, the Labor Committee of the County Board shall be notified, in writing, by the Union and shall schedule a meeting between the Representative of the Local Union, International Union, the Steward, associated representative of County management/supervision and the aggrieved employee if requested within ten (10) work days. The Labor Committee shall give a written reply to the Steward and Union office within five (5) work days of said Step 3 meeting.

(d) 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/ which 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 County and the Union.

All hearings are to be held in Quincy, Illinois.

Section 13.2 – Failure to Appeal

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 – Time Limits

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

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 deem to have been waived.

ARTICLE 14 – LAYOFF

Section 14.1 – Layoff

In the event of a job discontinuance or a layoff, employees with the last 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, summer help, etc., 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 affected, 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 discontinued.

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 – Seniority

Recall shall be by the most senior employee on layoff in said classification.

Section 14.4 – Recall from Layoff

The names of employees laid off shall be placed on a recall list for the job classification involved in the layoff. For a period of up to three (3) years, such 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 employees previously held as per Section 9.2 of this Agreement.

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 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 canceled 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 (1 1/2) 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 – Bereavement Leave

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 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, 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.

Section 16.6 – 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 upon written request of the employee for an additional period of 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 reason 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. Members of the bargaining unit may apply accrued sick time and/or vacation time up to six (6) weeks toward maternity leave.

Section 16.7 – Personal Time

Each employee shall be granted up to twenty-one (21) hours 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 calendar year to another. An employee will not be compensated for unused personal time. Personal time may be used in increments of one-half (0.5) hour or more.

ARTICLE 17 – TEMPORARY TRANSFERS

Employees temporarily transferred to a higher-rated classification other than their own shall receive the maximum rate for the new classification for the entire period. An employee who is required to work in a classification which is compensated at a lower rate than the employee's present rate shall continue to receive his present rate. The Clerk retains the right to transfer employees to vacancies which are being bid upon for the duration of the bidding process. Temporary transfers under this Article shall not be the sole and/or primary consideration for awarding the bid.

ARTICLE 18 – 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 recognized on Friday. Those holidays falling on Sunday will be recognized on Monday. If Christmas Eve falls on a Sunday, the preceding Friday will be recognized. 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.

ARTICLE 19 – VACATIONS

Section 19.1 – Accrual

1-9 years of service	70 hours
10-14 years of service	105 hours
15 years of service and over	140 hours

Section 19.2 – Limitation

No more than seventy (70) hours' vacation may be used at any one time unless otherwise approved.

Section 19.3 – Base Vacation Year

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

Section 19.4 – Entitlement Year

Vacation pay earned during the 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 19.5 – Change in Vacation Accrual

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 19.6 – Eligibility for Vacation

Subject to all provisions of this Article and Agreement, all employees on the payroll on December 31st of a given base vacation year shall be entitled to vacation time in the subsequent Entitlement Year in accordance with the above schedule.

Section 19.7 – Scheduling Conflict

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

Section 19.8 – Proration upon Termination

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 19.9 – Vacation Accrual While on Leave

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 are (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 19.10 – Requests for Vacation

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.

Section 19.11 – Duration and Pay

Vacation duration and pay will be determined by the length of employment since last date of hire in the Base Vacation year.

ARTICLE 20 – SICK LEAVE

All employees will be entitled to sick leave of a total not to exceed seventy (70) hours per calendar year. Sick leave shall be accumulative up to a maximum of six-hundred and thirty (630) hours. 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 seventy (70) hours of sick leave per year may be used for illness, disability, injury, appointments with a doctor, dentist or other

professional medical practitioner or 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. 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 21 – HOURS OF WORK AND PAYMENT OF OVERTIME

Section 21.1 – Normal Hours of Work

The normal work hours are 8:30 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.

Notwithstanding the above-mentioned work hours, employees may be allowed to work flexible hours of 7:30 a.m. to 6:00 p.m. by mutual agreement only between the Office Holder and the employee. At any time the employee or the Officer Holder can say no and the abovementioned 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 times 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 (1 1/2) times the employee's straight hourly rate for all times worked in excess of forty (40) hours in a work week.

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.

Section 21.2 – Election Days

Unless under an emergency on election day, all bargaining unit employees will be offered the opportunity to work at least eight (8) hours per day before non-bargaining unit employees are allowed to work. This does not include work performed by technicians, vendors or election judges.

This also does not include students, volunteers, contract workers and public service workers who act as couriers or perform manual labor only.

Furthermore, employees who work over seven (7) hours on election days, shall be paid at the rate of one and one-half (1 1/2) times their regular hourly rate.

Any bargaining unit member who calls in sick or is otherwise absent the day after the election must provide a qualified medical practitioner's excuse or the employee shall forfeit their right to work more than their normal hours on the next election day. On any Saturday, the County Clerk's Office is open to the public for voter registration or absentee voting, the County Clerk shall offer all bargaining unit members the opportunity to work before any outside help shall assist.

ARTICLE 22 – WAGES

Section 22.1 – Hourly Rates

Classification	Years' Service	12/1/16	12/1/17	12/1/18
First Year	1	<u>\$12.30</u>	<u>\$12.55</u>	<u>\$12.80</u>
Group 1	2-3	<u>\$13.30</u>	<u>\$13.57</u>	<u>\$13.84</u>
Group 2	4-6	<u>\$15.28</u>	<u>\$15.59</u>	<u>\$15.90</u>
Group 3	7-8	<u>\$17.00</u>	<u>\$17.34</u>	<u>\$17.69</u>
Group 4	9 and Over	<u>\$18.39</u>	<u>\$18.76</u>	<u>\$19.13</u>

Section 22.2 – Chief Deputy County Clerk

The Union and Employer agree to a Chief Deputy County Clerk Classification. The Chief Deputy Clerk shall be paid two dollars (\$2.00) more per hour than the highest grid rate. However, this classification will not be filled through the bidding procedure and will be assigned at the discretion of the County Clerk. In addition to regular work, Chief Deputy County Clerk may be assigned duties to assign work and check the work of other employees, as well as coordinating and instructing employees performing work of a like or related nature. Chief Deputy Clerk shall have no authority to hire, discharge, reprimand, discipline, or effect changes in employee status or to effectively recommend such changes. In the event a Chief Deputy Clerk is removed from that position then he or she shall revert to the pay classification he or she previously enjoyed.

Section 22.3 – Longevity Recognition

Employees who have completed 10 years of continuous service shall receive annually \$450.00 on their first paycheck following the employee's anniversary date.

Employees who have completed 20 years of continuous service shall receive annually \$600.00 on their first paycheck following the employee's anniversary date.

Employees who have completed 30 years of continuous service shall receive annually \$750.00 on their first paycheck following the employee's anniversary date.

Employees who have completed 35 years of continuous service shall receive annually \$1,000.00 on their first pay check following the employee's anniversary date.

ARTICLE 23 – INSURANCE

Section 23.1 – Cost of Health Insurance

The Employer shall provide Health Insurance coverage to the employees covered by this Agreement. The Employer shall pay 90% of the cost and the employee shall pay 10% of the cost based on the terms of Section 23.4.

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

Section 23.2 – 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,, means 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 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 23.3 – 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 23.4 – 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 100% of the cost of the employees' health insurance coverage.

Successful completion shall be defined as follows:

- (a) Obtaining a score of 71 or better;
- (b) Improving your score by at least five (5) points; or
- (c) Has obtained a waiver from the employee's primary-care physician.

Newly hired employees hired after the annual wellness test shall pay the premium percentages under Section 23.1 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 23.4 of this Article.

ARTICLE 24 – DRUG AND ALCOHOL TESTING

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 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.

Section 24.1 – Drug and Alcohol Testing Permitted

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 determining 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 milliliters of blood 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 24.2 – 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 is prohibited. Possession or use of illegal drugs by any employee not engaged with duty requirements shall be considered a crime and the Employer will cooperate with the 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 illegal drugs on or off duty.

Section 24.3 – 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 25 – 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 26 – MISCELLANEOUS PROVISIONS

Section 26.1 – 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 26.2 – 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 work in a safe and prudent manner.

Section 26.3 – No Time Clocks

There shall be no employee time clocks.

Section 26.4 – Pension

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

Section 26.5 – Flu Shot Vaccination

Employees shall be offered annually a flu shot vaccination at no charge through the Adams County Health Department.

Section 26.6 – 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 26.7 – Health Club Membership

Employees shall be eligible for up to a two hundred-dollar (\$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.

Section 26.8 – Transfers Between Clerk’s Office and Recorder’s Office

There are separate Collective Bargaining Agreements by and between the Employer and the Union on behalf of the employees performing the functions and duties of the Recorder and the functions and duties of the Clerk.

For the purpose of performing the functions and duties of the Employer efficiently and effectively, the Employer wishes to cross-train employees and to be able to loan employees between the functions and duties of the Recorder and the functions and duties of the Clerk.

For employees hired after August 1, 2005, the employer shall have the right to transfer employees between the Office of the County Clerk and the Office of the County Recorder on the basis of need, in any event, the Employer may cross-train said employees.

For employees hired before August 11, 2005, the employee may request and the Employer may agree that the employee may be cross-trained. Said employees may not be required to work in the other office.

Any dispute pertaining to this will be resolved in accordance with the grievance procedure set forth in either aforementioned Collective Bargaining Agreement.

ARTICLE 27 – 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 28 – SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, 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 29 – DURATION

Section 29.1 – Term of Agreement

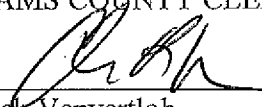
This Agreement shall be effective from December 1, 2016 and shall continue in full force and effect until midnight November 30, 2019, and thereafter from year to year, unless not more than one hundred and twenty (120) days, but not less than sixty (60) days prior to November 30, 2019, or any subsequent November 30th, 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 29.2 – 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.

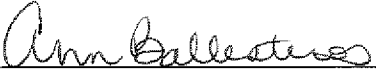
IN WITNESS WHEREOF, the parties hereto have affixed their signatures in Quincy, Illinois this 14th day of May, 2017.

ADAMS COUNTY CLERK



Chuck Venvertloh

IAM&AW



Ann Ballestros

ADAMS COUNTY BOARD CHAIR



Les Post