

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MADISON COUNTY CIRCUIT CLERK**

**and**

**The American Federation of State, County  
and Municipal Employees Council 31, AFL CIO  
on Behalf of Local 799**

**Effective  
December 1, 2012 to November 30, 2016**



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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MADISON COUNTY CIRCUIT CLERK**

**and**

**The American Federation of State, County and Municipal Employees, Council 31, AFL-CIO.**

**For And On Behalf Of  
AFSCME Local 799**

**PREAMBLE**

This Agreement entered into Madison County, Illinois Circuit Clerk, hereinafter referred to as the "Employer", and Council 31, for and on behalf of Local 799 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

**ARTICLE 1  
RECOGNITION**

**Section 1.01. Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time and regular part-time employees of the Madison County Circuit Clerk's Office, but excluding the Circuit Clerk and Chief Deputy Circuit Clerk, Comptroller, up to six (6) supervisors, Administrative Assistant and seasonal employees. Notwithstanding any provision of this Agreement, the Secretary of the Circuit Clerk will be selected at the sole and exclusive discretion of the Circuit Clerk without said position being subject to posting or bidding by seniority.

**Section 1.02. Integrity of the Bargaining Unit**

The Employer recognizes the integrity of the bargaining unit, and will not take any action directed at eroding it. Subject to the provisions of this Agreement, the Employer will continue to endeavor to assign bargaining unit work to bargaining unit employees.

**ARTICLE 2  
MANAGEMENT RIGHTS**

Except as amended, changed or modified by this Agreement, the Employer retains the sole and exclusive rights to manage the affairs of the Circuit Clerk and to direct the employees of the Circuit Clerk, including, but not limited to, the following:

- a. The right to determine its mission(s), policies, and to set forth all standards of service offered to the public;
- b. To plan, direct, control and determine the operations and services to be conducted by employees of the Circuit Clerk;
- c. To determine the methods, means and number of personnel needed to carry out the mission(s) of the Circuit Clerk;
- d. To direct the entire working force of the Circuit Clerk, including the establishment of work standards;
- e. To assign, schedule and evaluate work by employees;
- f. To select, hire, schedule, transfer, promote or demote employees;
- g. To suspend, discipline or discharge employees for just cause;
- h. To lay off or relieve employees;
- i. To make, publish and enforce rules and regulations;
- j. To introduce new or improved methods, equipment and facilities;
- k. To test employees;
- l. To determine its budget and dollar amounts adopted thereto;
- m. To determine the bases for selection, retention and promotion of all employees.

It is further understood and agreed that the ownership, maintenance and control of County properties and facilities are functions possessed solely and exclusively by the Employer.

### **ARTICLE 3**

### **UNION SECURITY AND ACTIVITIES**

#### **Section 3.01. Maintenance of Membership**

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall maintain his/her membership during the term of this Contract except as provided herein.



### **Section 3.02. Fair Share**

Employees covered by this Agreement who are not members of the Union or do not make application for membership within ninety (90) days of employment shall be required to pay, in lieu of dues, their proportionate fair share of the collective- bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment.

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

### **Section 3.03. Check Off/Fair-Share Deductions**

The Employer agrees to deduct, on each payday, Union dues, PEOPLE, and Union-sponsored benefit program contributions, contingent upon deduction space available, from the pay of those employees who are Union members covered by this Agreement and who individually, or on a form provided by the Union, request in writing that such deductions be made. The Union shall certify the current amount of Union deductions. A Union member desiring to revoke his/her Union membership may do so by written notice to the Employer and the Union during the thirty-day (30-day) period prior to the expiration date of this Contract. Thereafter, such employee shall pay his/her fair share in accordance with Section 3.02 of this Article.

The proportionate fair-share payment, as certified to be current by the Union (not to exceed the amount of Union dues) pursuant to the Illinois Public Labor Relations Act, shall be deducted by the Employer from the earnings of each non-member employee covered by this Agreement each payday.

The amount of the above employee deductions shall be certified to the Employer by AFSCME Council 31, and the aggregate deduction of all employees shall be remitted to AFSCME Council 31 with an itemized statement listing each bargaining-unit employee, social security number and the individual employee deductions by the 15th day of the month succeeding the payroll date. The Local 799 Treasurer shall also be provided a copy of the itemized statement.

### **Section 3.04. Indemnification**

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

### **Section 3.05. Union Bulletin Boards**

The Employer agrees to furnish and maintain a suitable bulletin board in a convenient place to be used by the Union.

The Union shall limit its posting of notices and bulletins to such bulletin board.

### **Section 3.06. Union Activities on Employer's Time and Premises**

The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Union representation shall be allowed to:

- (a) Collect Union dues, initiation fees, and assessments (if these funds are not collected through payroll deductions);
- (b) Post Union notices;
- (c) Distribute Union literature;
- (d) Solicit Union membership during other employee's non-working time;
- (e) Attend negotiating meetings;
- (f) Transmit communications, authorized by the Local Union or its officers, to the Employer or his/her representative;
- (g) Consult with the Employer, his/her representative, Local Union officers, or other Union Representatives concerning the enforcement of any provisions of this Agreement.

### **Section 3.07. Contract**

The parties will share equally in the cost of printing copies of this Agreement for members of the bargaining unit.

### **Section 3.08. Union Orientation**

Employer agrees to provide new employees (hired after 11/30/05) materials which the Union desires the new employees to possess. Employer will provide Union lists of new employees each payday.

## **ARTICLE 4** **HOURS OF WORK**

### **Section 4.01. Regularly Scheduled Hours**

Regularly scheduled hours will be consecutive except that they may be interrupted by a lunch period.

#### **Section 4.02. Work Week**

The work week shall consist of five (5) consecutive eight (8) hour days.

#### **Section 4.03. Work Day**

Eight (8) consecutive hours of work within the twenty-four (24) hour period beginning at midnight shall constitute the regular work day.

#### **Section 4.04. Work Shift**

Eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift, and the work shift shall have a regular starting and quitting time, which will coincide with the hours of the Court.

#### **Section 4.05. Call Time**

Any employee called to work outside of his/her regularly scheduled shift shall be paid for a minimum of one (1) hour at the rate of time and one-half.

If the call time work assignment and the employee's regular shift overlap, the employee shall be paid the call time rate of time and one-half until he/she completes one (1) hour of work. The employee shall then be paid for the balance of his/her regular work shift at the appropriate rate.

### **ARTICLE 5 OVERTIME**

#### **Section 5.01. Rate of Pay**

Time and one-half the employee's regular hourly rate of pay, or compensatory time off, as defined below, shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

#### **Section 5.02. Daily**

All work performed in excess of eight (8) hours in any work day.

#### **Section 5.03. Weekly**

All work performed in excess of forty (40) hours in any work week.

#### **Section 5.04. Before or After Regular Hours**

All work performed before or after any scheduled work shift. This shall include office meetings called by the Circuit Clerk or his/her representative.

#### **Section 5.05. Saturday Work**

All work performed on Saturday.

#### **Section 5.06. Sunday Work**

Double time shall be paid for all work on Sunday.

#### **Section 5.07. Compensatory Time Off**

If compensatory time off is used as a method of paying employees for overtime work, the overtime rate of pay shall be one and one-half (1 ½) hours compensatory time off for each hour of overtime work, or two (2) hours compensatory time off for each hour worked, whichever is applicable. If compensatory time off is used, it shall be by the discretion of the employer and the taking of the time will be by mutual agreement. The employee shall inform the supervisor at least twelve (12) hours prior to taking the time.

#### **Section 5.08. Distribution**

Overtime work shall be distributed equally to employees working within the same division of the Circuit Clerk's Office. The distribution of overtime shall be equalized over each six (6) month period beginning on the first day of the calendar month following the effective date of this Agreement, or on the first day of any calendar month this Agreement becomes effective.

On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his/her credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to his/her credit shall be offered the assignment. The procedure shall be followed until the required employees have been selected for the overtime work.

#### **Section 5.09. Work at Employee's Option**

Overtime work shall be voluntary except as and for such work that is necessary for court-related activities. Further the Circuit Clerk or his/her representative may require an employee to work during an emergency. There will be no discrimination against any employee who declines to work overtime except in cases of court-related activities and emergencies.

A record of overtime hours worked by each employee shall be available for inspection by the Union Steward.

#### **Section 5.10. Scheduling**

In the event the Union raises an issue of scheduling overtime for a particular employee to the Circuit Clerk's attention, the Circuit Clerk will make available to the Union necessary existing records for the purpose of addressing the issue.

## **ARTICLE 6** **REST PERIODS**

All employees' work schedules shall provide for a fifteen-minute (15-minute) rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible.

Employees who for any reason work one (1) hour beyond their regular quitting time into the next shift shall be granted the regular rest periods that occur during the shift.

## **ARTICLE 7** **MEAL PERIODS**

All employees shall be granted a one (1) hour lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

## **ARTICLE 8** **HOLIDAYS**

### **Section 8.01. Holidays Recognized and Observed**

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

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans Day
Washington's Birthday	General Election Day
Good Friday	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Independence Day	Christmas Eve
Labor Day	Christmas Day

- (a) Any emergency closing of the Circuit Clerk's office or any day designated by the Circuit Clerk. Whenever possible, when there is an emergency closing of the Courthouse by the County Board but not by the Circuit Clerk, the Employer shall allow one-half (1/2) the employees off during this period and the remainder of the employees shall receive compensatory time off at a later date.

Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday.

Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

When the holiday of Christmas Eve and/or Christmas Day falls on a Saturday or Sunday, and the Court has not closed on either preceding or subsequent work day, such day will be given to all employees as a floating holiday for that year.

- (b) All regular part-time employees shall receive not less than pro rata compensation for holidays based on the percentage of what their annual hours of employment bear to 2,080 hours.

### **Section 8.02. Eligibility Requirements**

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

- (a) The employee would have been scheduled to work on such day if it had not been observed as a holiday, unless the employee is on a day off, vacation, layoff or sick leave, and;
- (b) The employee worked his/her last scheduled work day prior to the designated holiday unless s/he is excused by the Employer, or is absent for any reasonable purpose. The Employer and the Union shall mutually agree upon reasonable purpose in each case. Reasonable purpose shall include illness, it need not be mutually agreed upon.

If the holiday is observed on an employee's scheduled day off the employee shall be paid for the unworked holiday.

## **ARTICLE 9 VACATIONS**

### **Section 9.01. Eligibility and Allowance**

Full- and part-time employees shall be entitled to accumulate vacation leave based upon continuous hours of service compensated at the regular straight-time rate of pay in accordance with the following schedule:

<b>Number of continuous hours compensated at regular <u>straight-time rate</u></b>	<b>Rate of vacation accrual based on each continuous hour <u>compensated at straight-time rate</u></b>
Upon hire to 8,320	.03847 hours
8,321 to 18,720	.05770 hours
18,721 to 29,120	.07693 hours
29,121 to 39,520	.09616 hours
39,521 and over	.11538 hours

The above rate of accrual is equivalent to earning: two (2) weeks or 80 hours of vacation leave annually for the first four years of continuous, full-time employment; three (3) weeks or 120 hours of leave annually from the beginning of the fifth year until completion of nine years of continuous, full-time employment; four (4) weeks or 160 hours of leave annually from the beginning of the tenth year until the completion of fourteen years of continuous, full-time employment; and five (5) weeks or 200 hours of leave beginning after the completion of fourteen years of continuous, full-time employment; and (6) weeks or 240 hours of leave after the completion nineteen years of continuous, full-time employment.

#### **Section 9.02. Vacation Pay**

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job.

#### **Section 9.03. Choice of Vacation Period**

Vacations may be scheduled in four (4) hour increments and shall be granted at the time requested by the employee so long as it does not interfere with the efficient operation of the Circuit Clerk's Office. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority in the Circuit Clerk's Office shall be given his/her choice of vacation period in the event of any conflict over vacation periods. Vacation periods shall be taken each year.

#### **Section 9.04. Holidays During Vacation Leave**

If a holiday designated in Article 8 of this Agreement occurs during an employee's approved vacation leave, the holiday shall be considered as a paid Holiday and shall not be deducted from the employee's accrued vacation leave.

#### **Section 9.05. Work During Vacation Period**

An employee who is requested to and does work during his/her scheduled vacation period shall be paid for regular hours at a rate of one and one-half (1 ½) his/her regular rate and for overtime hours at a rate of two and one-half (2 ½) times his/her regular rate of pay. In addition, the employee's vacation (with pay) shall be rescheduled to any future period the employee may request.

#### **Section 9.06. Vacation Rights in Case of Layoff or Separation**

Any employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking his/her vacation, shall be compensated for all unused vacation he/she has accumulated at the time of separation.

## **ARTICLE 10**

### **LEAVES OF ABSENCE**

#### **Section 10.01. Eligibility Requirements**

Employees shall be eligible for unpaid leaves of absence after 120 days service with the Employer.

#### **Section 10.02. Application for Leave**

Any request for a leave of absence shall be submitted in writing by the employee to the Circuit Clerk or his/her representative. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Authorization for a leave of absence shall be furnished to the employee by the Circuit Clerk or his/her representative, and it shall be in writing.

Any request for a leave of absence shall be answered promptly. Requests for immediate leaves (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted.

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

In addition to retaining the seniority they held prior to taking a leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was requested.

No leave of absence shall be allowed for an employee to obtain other employment.

#### **Section 10.03. Paid Leaves**

##### **(a) Death in the Family**

In the event of a death in the immediate family of an employee (spouse, parents, mother-in-law, father-in-law, step-child, step-parents, guardians, children, brother, sister, grandparents, grandchildren), the employee shall be granted three (3) consecutive days leave of absence with full pay on those days included in the employee's scheduled work week to make household adjustments or to attend funeral services.

In the event of a death of an employee's aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or grandparents-in-law, the employee shall be granted a one-day (1-day) leave of absence with full pay on that day included in the employee's scheduled work week to attend the funeral. To be eligible for funeral leave for an "in-law," an employee must be married at the time of the funeral.

Step relationships are determined by the employee's current marriage.



(b) Jury Duty

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service.

Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service

(c) Personal Days Off

All employees shall be allowed three (3) personal convenience days off per year to be taken at the employee's discretion so long as this does not result in disruption of office activities nor impair the efficiency of office operations. Such personal leave may not be used in increments of less than one-half (1/2) hour at a time.

**Section 10.04. Unpaid Leaves**

(a) Reasonable Purpose

Leaves of absence or extension thereof for a limited period not to exceed three (3) months may be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period. No seniority, vacation benefits, sick leave benefits or other holiday benefits shall accrue if such leave exceeds thirty (30) days.

Reasonable purpose in each case shall be determined by the Employer. Pregnancy shall be considered reasonable purpose for leave of absence.

(b) Union Business

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer, shall at written request of the Union be granted a leave of absence. The leave of absence shall not exceed two (2) years, but it shall be renewed or extended for a similar period at any time upon the request of the Union. The employee shall continue to accrue seniority during such leave.

**Section 10.05. Military Leave**

A Military Leave of Absence will be granted if an employee enlists, is inducted, or is recalled to active duty in the Armed Forces of the United States for a period of not more than four (4) years (plus any involuntary extension for not more than one (1) year). Employees who perform and return from military service in the Armed Forces, the Military Reserves, or the National Guard shall have and retain such rights with respect to reinstatement, seniority, vacation, layoffs, compensation, and length of service pay increases as may be from time to time provided by applicable federal or state law.

Upon satisfactory completion of military service and timely notice of intent to return to work, an employee will be reinstated to a job comparable to the one the employee left, provided the employee is qualified and the County's circumstances have not changed to the extent that it would be impossible or unreasonable to provide continued employment. An employee must apply for reinstatement to a job within ninety (90) days after being released from active duty. Reservists and National Guardsmen returning from initial active duty for training must apply for reinstatement within thirty one (31) days after being release from military duty. Employees returning from all other active duty for training must report to work on the first scheduled working day following completion of training. If an employee, on return from military service, is physically unable to perform the duties of the employee's previous job, the Circuit Clerk will attempt to place the employee in a position of similar status and pay that is compatible with the employee's physical disabilities.

#### **Section 10.06. Family and Medical Leave**

In accordance with federal law, Family and Medical Leave shall be granted under the terms of the separate Family and Medical Leave Memorandum of Understanding, which is included herein as Appendix C.

### **ARTICLE 11**

#### **WAGES**

#### **Section 11.01. Base Wages**

The base wages paid under this agreement shall be those shown in the Madison County Pay Step Plan, included herein as Appendix A, as implemented according to the provisions stated below.

#### **Section 11.02. FY 2013, FY 2014, FY 2015 & FY 2016 Increases**

Upon the signing of this Agreement all bargaining unit employees shall receive a one-time signing bonus of four hundred fifty dollars (\$450.00) to be paid on a separate check.

Effective December 1, 2013 the base wages shall be increased by an additional two percent (2%). The new FY 2014 base wages, effective December 1, 2013, are those shown in Appendix A.

Effective December 1, 2014 the base wages shall be increased by an additional two and one-half percent (2 1/2%). The new FY 2015 base wages, effective December 1, 2014, are those shown in Appendix A.

Effective December 1, 2015 the base wages shall be increased by an additional two and one-half percent (2 1/2%). The new FY 2016 base wages, effective December 1, 2015, are those shown in Appendix A.

The above increases shall also be applied to all employees whose current wage rates are above the step appropriate to their grade and time in service date.

#### **Section 11.03. Pay Period**

The salaries and wages of employees shall be paid bi-weekly on Friday of the appropriate week. Said pay shall be for the two-week period ending the Friday preceding the Friday payday. In the event that a Friday payday falls on a holiday designated under Section 8.01 (a) of this Agreement, the Thursday immediately preceding the Friday payday shall be the payday.

#### **Section 11.04. Job-Classification Implementation**

The classification of bargaining unit job titles will be as shown on the grade assignment included herein as Appendix B. Should the number of bargaining unit positions change in the Circuit Clerk's Office, the parties agree that the ratio of "Deputy Circuit Clerk III" to "Deputy Circuit Clerk II and Deputy Circuit Clerk I" shall remain as close as possible to the ratio originally agreed to on the date of this Agreement (i.e., 21 Deputy Circuit Clerk III's: 34 Deputy Circuit Clerk II's and I's, or 38%: 62%).

The classification of particular job titles may be modified according to the procedures described below.

#### **Section 11.05. Job Audits**

**PROCESS:** At the request of the Employer, employee(s) or the Union, a survey, audit, or such other investigation as may be deemed necessary shall be made to determine the proper classification of a position. Such request shall be made in writing to the Department Head or Elected Official, who shall immediately submit the request to the Personnel Assistant to the County Board, who will conduct the audit. This procedure shall not be used as a substitute for filling vacancies or subterfuge for promotion.

Such survey, audit, or other investigation shall be based on the duties currently performed, and shall determine which position title is most appropriate for classification of the position, by reference to the job descriptions, duties actually performed, and review of other employee's positions who perform essentially the same job at the same level of difficulty.

If the position is reclassified to a job title with a higher pay grade, the incumbent shall be moved with the position, shall receive an increase in pay as if promoted, and shall receive retroactive pay, at the higher rate, from the date of the request for a job audit.

If the position, as a result of a job audit, is reclassified to a lower pay grade, the incumbents shall retain their current rate of pay and continue to receive general increases and any other adjustment as provided for in the Collective Bargaining Agreement for a period of four years, during which time they shall be given priority for vacancies in their former position classification under Article 15, Seniority of the Agreement, with the exception of recall or bumping on layoff.

Reclassification may not be implemented when duties being performed result from temporary assignment.

**RESULTS:** The results of an audit shall be made known to the parties no later than thirty (30) days from the date the request was made.

**APPEALS:** The Employee or Union may appeal the results of the audit decision by the Personnel Assistant, appealing to the Personnel Committee, if the position is in a County Board Department, or to the Elected Official, if the employee works in an Elected Official's Office. Such appeal shall be commenced by the Employee or Union by filing with the Personnel Assistant a notice of appeal of said decision in writing within ten (10) working days after receipt of notice of the decision.

The Personnel Committee or Elected Official shall meet with the Employee or Union within thirty (30) days after receipt of notice of the appeal and shall issue a decision in writing within ten (10) working days after such meeting.

The Union may appeal the decision of the Personnel Committee or Elected Official to the 4<sup>th</sup> step of the Grievance Procedure. Such appeal shall be commenced by the Union filing with the Director of Administration for County Board Departments or the appropriate Elected Official Assistant, notice of appeal of said decision in writing within ten (10) working days after receipt of notice of the decision.

**NEW POSITIONS:** Where job audits are conducted to evaluate whether a new position should be established, and such is to be established, the Employer will submit a written job description and a proposed pay grade to the Union. Should the Employer and Union not be able to reach agreement on the new job description and the pay grade for the newly established position within thirty (30) days, the Union may file a grievance at the third step within ten (10) working days from the end of the thirty (30) day period.

The incumbents in an existing position classification whose duties are encompassed within the new job description shall be reclassified accordingly. Training will be provided to enable the incumbents to perform any expanded duties included in the new job description. Thereafter, permanent vacancies in the new position classification shall be posted as permanent vacancies. Additionally, the audit procedures may be used to re-title or reclassify an entire class of positions wherein the job duties and responsibilities of such class of positions have changed and increased over time.

**INCUMBENT'S RIGHTS:** When requirements for a class are reviewed and changed and the duties and responsibilities of positions comprising the class remain essentially unchanged, incumbents in these positions who qualified under the previous requirements for the class shall be considered qualified under the new requirements.

#### **Section 11.06. Promotions and Bumping**

**TO A HIGHER POSITION:** When an employee bids on and is promoted into a position which has a higher pay grade assignment than his/her present position, the base wage rate that the employee will receive will be the first step on the new pay grade which represents a pay increase at least as large as the next scheduled step increase under the employee's old pay grade. Employees whose wage rate is at Step 7 shall be placed on the first step on the new pay grade which represents a pay increase at least as large as one full step under the employee's old pay grade. The employee's anniversary date will change to the date the new wage rate begins. The new anniversary date will only be used for the purpose of movement within the step pay system and will not affect any other benefits. Employees whose wage rate is above step 7 shall, for

purposes of promotion, be treated as if their current wage rate is at step 7 when determining the proper step at the new pay grade, except in those instances when their current wage rate is greater than the appropriate step on the new pay grade, in which case the employee's wage rate shall remain unchanged until their next step or general pay increase is due.

**TO A LOWER POSITION:** When an employee bids or bumps into a position which has a lower grade assignment than his/her present position, the base wage rate that the employee will receive for the new position will be the step closest to but not greater than the employee's current wage rate. The employee's anniversary date will change to reflect the date which begins the new wage rate. The new anniversary date will only be used for the purpose of movement within the step pay system and will not affect any other benefits.

**TO AN EQUAL POSITION:** When an employee bids or bumps into a position which has the same grade assignment as his/her current position, the employee's base wage and anniversary date will remain the same for the new position.

## **ARTICLE 12**

### **SICK LEAVE**

#### **Section 12.01. Eligibility/Allowance**

Any full-time or part-time non-probationary employee contracting or incurring any non-service-connected sickness or disability which renders such employee unable to perform the duties of his/her employment or is attending an appointment with a doctor, dentist or other licensed professional medical practitioner shall be eligible to receive sick leave with pay for a period not to exceed the amount of such employee's accrued sick leave; provided, however, that such sickness or disability shall be bona fide. Sick leave shall be taken in increments of no less than one hour, except that pre-approved sick leave may be taken in one-half (½) hour increments.

Employees shall be eligible to use up to twenty four (24) hours of their accumulated sick leave per fiscal year to care for a sick parent, child or spouse. All provisions of this agreement applicable to sick leave for an employee's personal illness shall be applicable to sick leave to care for an ill parent, child or spouse.

If any employee has received sick leave contrary to the provisions of this Article through any misrepresentation(s) made by the employee or by anyone else on his/her behalf, said employee shall reimburse the Employer in an amount equal to the sick leave pay so received, and said employee will be subject to discipline in accordance with Article 17 (Discipline and Discharge).

#### **Section 12.02. Verification**

Any employee absent from work as a result of sick leave for three (3) or more consecutive work days shall not be allowed to return to work until the employee has provided the Employer with a written certification from a licensed physician that the employee is able to perform the duties of his/her employment. In any event, the Employer shall have the right to require a doctor's written certification or other reasonable proof of illness when reasonable grounds to suspect abuse exist.

In order to qualify for sick leave pay, employees must, if at all possible, notify the Circuit Clerk or his/her representative in advance of the shift they were to work that they will not be able to report to work. If this requirement is not reasonably met, the Employer reserves the right to deduct pay for the time not worked. Improper notice, unreported absences or too frequent absences from duty are considered sufficient cause for dismissal. The Employer reserves the right to carry out investigations of any employee who frequently is off duty because of illness.

### **Section 12.03. Accumulation**

Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in the service of the Employer to a maximum of two hundred forty (240) working days of sick leave; and, sick leave accumulated after November 30, 1975, if any shall be used prior to using sick days accumulated prior to November 30, 1975.

Employees who elect dependent health care coverage will accrue sick leave at the rate of .0461538 hours during all times they are enrolled for such coverage.

### **Section 12.04. Accumulated Sick Leave After November 30, 1975**

Upon termination of employment, employees will be paid for one-half (1/2) of unused sick leave accumulation after November 30, 1975, up to a maximum of four hundred eighty (480) hours paid, if their termination is for the following reasons;

- (a) The employee is retiring from service and is subject to pension funds earned by the required years of service; or
- (b) The employee dies or becomes disabled and is unable to perform the duties of his/her employment and is leaving the service of the Employer, having furnished the Employer with documented evidence of such disability in the form of a statement from a licensed physician; or,
- (c) The employee's spouse or dependent has become disabled or contracted an illness which requires the termination of his/her employment and the employee has furnished the Employer with documented evidence of such disability or illness in the form of a statement from a licensed physician.

Employees will not be paid for accumulated sick leave if their reasons for termination are: voluntary change of employment or involuntary dismissal.

The amount of payment for unused sick leave is to be calculated at the employee's rate of pay in effect on the payday immediately preceding the date of the employee's permanent separation.

### **Section 12.05. Accumulated Sick Leave Prior to November 30, 1975**

Employees who had unused accumulated sick leave prior to November 30, 1975, shall be allowed to retain such days. Such employees shall be compensated for one-half (1/2) of those sick days accumulated prior to November 30, 1975, at the time they are permanently separated from employment for any reason.

## **Section 12.06. Workers' Compensation**

In the event that an employee is disabled in a service-connected injury or illness, he/she shall be eligible for sick leave pay for only those days for which he/she is ineligible for compensation under the State of Illinois Workers' Compensation Insurance Laws.

## **ARTICLE 13** **HEALTH BENEFITS**

The Employer agrees to provide all full-time, non-probationary employees covered by this Agreement with individual coverage under its health and hospitalization plan. The Employer will pay one hundred percent (100%) of the cost of individual coverage in accordance with the terms of the Madison County Government Plan. Dependent coverage shall be made available to all full-time and part-time, non-probationary employees, provided that a portion of the cost for such coverage is paid by said non-probationary employees through payroll deduction as set forth in Appendix D to this Agreement. The Employer agrees to pay no less than the contributions to premiums for dependent coverage as set forth in Appendix D for the duration of the Agreement. Further, the amount paid from the fund described hereafter each year will in no case exceed 70% of any of the dependent health care premiums. Employer shall establish a fund entitled "AFSCME Insurance Pool Fund" hereafter known as "the Fund". The funding for the Fund shall be based upon the bargaining unit payroll as of November 30, 2012 increased by 3%, i.e. \$15,264,897. Three percent of this amount, i.e. \$457,947 will be the amount deposited in the Fund for FY2013. For FY 2014, FY 2015 and FY 2016 this amount will be increased by 3%, i.e. \$467,106, \$478,784, and \$490,753 respectively. The revenue deposited into the Fund will be used to pay a portion of the dependent health care premiums. Each year Employer, will determine the amount of dependent health benefit premiums to be paid from the Fund.

The Employer agrees to furnish individual coverage for all part-time employees who are scheduled to work at least twenty (20) hours per week and who have been employed by the County for at least six (6) consecutive months at an average of twenty (20) hours of work per week, with one-half of the cost of such individual coverage paid by the County and one-half of the cost paid by the part-time employee through payroll deduction.

Part-time employees are defined as employees who are scheduled to work at least twenty (20) hours per week and who have been employed by the county for at least six (6) consecutive months at an average of twenty (20) hours of work per week.

Dependent coverage will be made available to part-time employees who meet the same qualifications as set forth for individual coverage and the Employer will pay no less than the contributions to premiums as set forth in Appendix D for the duration of the Agreement.

Employees who elect dependent health care coverage shall relinquish four (4) days of sick leave entitlement per year of enrollment in the coverage.

The parties agree to maintain the task force established by Employer to pursue cost savings along with attempting to maintain benefits with respect to health care coverage.

In the event a full-time, part-time, non-probationary employee is on lay-off status or on authorized leave without pay, except for approved family and medical leave, for a period not to exceed one year, the Employer will provide for the immediate reinstatement of the employee under the County's health and hospitalization plan upon his/her return to full-time or part-time employment with the Employer.

## **ARTICLE 14**

### **INJURY OR ILLNESS ON THE JOB**

When it becomes necessary for an employee to be absent from work because of an illness or injury inflicted due to his/her job, the employee shall receive their full pay for each work day absent until such time as he/she is eligible for worker's compensation or other Employer benefits.

## **ARTICLE 15**

### **SENIORITY**

#### **Section 15.01. Definition**

Seniority means an employee's length of continuous service with the Employer since his/her last date of hire. An employee's continuous-service record shall be broken if an employee:

- (a) quits;
- (b) is discharged;
- (c) is absent from work three (3) consecutive days without notification to and approval by the Employer, other than because of proven sickness, or is unable to notify the Employer because of physical incapacity or other reasonable excuse;
- (d) is laid off for more than twenty-four (24) months or fails to report to work within five (5) working days after having been recalled from layoff;
- (e) fails to report for work at the termination of a leave of absence;
- (f) if an employee on a leave of absence for personal or health reasons accepts other employment without permission; or
- (g) if he or she is retired.

#### **Section 15.02. Probation Period**

New employees shall be added to the seniority list ninety (90) days after their date of hire.



### **Section 15.03. Probationary Employees**

For the purposes of this Agreement, "probationary employee" is defined as a full-time employee who has been employed by the Circuit Clerk for ninety (90) calendar days of continuous service or less, or a part-time employee who has worked five hundred twenty (520) hours of continuous service or less for the Employer. Probationary employees shall have no recourse to the grievance procedure provided for in this Agreement in the event of discharge.

"Probationary period" is defined as a full-time employee's first ninety (90) continuous calendar days of work within a department, or a part-time employee's first five hundred twenty (520) hours of work towards continuous service within a department.

A regular part-time employee who has completed his/her probationary period with the Employer shall not be required to serve another probationary period when transferring from part-time to full-time, continuous-service employment with the Employer so long as there have been no breaks in his/her continuous service record with the Employer during the transition from part-time to full-time service.

### **Section 15.04. Seniority Lists**

The Circuit Clerk shall furnish the Union with a seniority list within thirty (30) days after the adoption of this Agreement and every year thereafter this Agreement may be in effect.

### **Section 15.05. Promotions and Bidding**

"Promotion," as used in this Section, means the advancement of an employee to a higher-paid position or to a reassignment of an employee, at the employee's request, to a position the employee considers to be in his/her best interest regardless of the rate of pay.

Whenever a job opening occurs (other than a temporary opening as defined below) for any existing or newly created, bargaining-unit job classification, a notice of such opening shall be posted (including the job title, job description, shift, rate of pay and department) in all offices of the Circuit Clerk Department for the period of ten (10) working days. A copy of all bid notices shall be sent to the Secretary of Local 799 and employees on lay off status.

During this period, employees who wish to apply for the opening, including employees on layoff, may do so. The application shall be on the proper bid form available in every office, submitted to the Circuit Clerk or his/her representative.

The Employer shall fill the opening by promoting from among the applicants the qualified employee with the longest continuous service. Employees who do not qualify, in the Employer's judgment, within a probationary period of sixty (60) days shall be returned to their previous pay grade and step classification. In addition, if an employee wishes to return to the position which he or she held prior to the promotion, he or she may do so within ten (10) working days.

When an employee successfully bids on an opening within his/her job classification, or a lower classification, that employee will not be allowed to bid on another opening for twelve (12) months (from date of the successful bid) unless the employee is bidding on an opening in a higher classification.

#### **Section 15.06. Part-Time Employees**

Seniority for part-time employees shall be for the same purposes and under the same provisions as seniority among full-time employees. However, a part-time employee shall enjoy seniority rights only among other part-time employees.

Part-time employees who become full time shall have both their part-time seniority and Circuit Clerk seniority transferred to full-time seniority and Circuit Clerk seniority, respectively, based on the number of hours of continuous service with the Employer; provided that there have been no breaks in the employees' continuous-service record (as provided this Article, Section 15.04, of this Agreement) with the Employer before or during the transition from part-time to full-time employment. For the sake of example, if a part-time employee has worked one thousand (1,000) hours for the Employer during a one-year period, and then transfers to full-time employment without a break in her/his continuous service with the Employer during the transition, then he/she will have full-time seniority and Circuit Clerk seniority based upon one thousand (1,000) hours of continuous service.

Should records of previous number of hours of continuous service be unavailable for a period of employment for a part-time employee, a determination will be made by the Employer based on the average number of hours worked by that part-time employee from available records.

All college students, with the exception of "seasonal" workers who are employed for less than ninety (90) days, shall be classified as regular part-time employees. They shall be classified as post-high school student workers, in Pay Grade 1 on Appendix A. This provision does not include high school "co-op" workers.

#### **Section 15.07. Temporary Job Openings**

Temporary job openings are defined as job openings in any job classification that do not exceed six (6) months duration. Job openings that recur on a regular basis and that remain open more than six (6) months at a time shall not be considered temporary job openings.

The Employer shall provide a quarterly report to the Local Union Secretary of all temporary job openings which shall include the name of the employee in the position, the rate of pay for the position, the date the temporary employee was hired and the department in which the temporary position is located.

#### **Section 15.08. Demotions**

The term demotion, as used in this provision, means the reassignment, not requested by the employee, of an employee from a position in one job classification to a lower paying position in the same job classification or in another job classification.

Demotions shall be made only to avoid laying off employees. In any case involving demotion, the employee involved shall have the right to elect which alternative he/she will take, the demotion or the layoff. This Section shall not apply to employees on probation because of a promotion.

#### **Section 15.09. Lay Off**

In the event it becomes necessary to layoff employees for any reason, all temporary, emergency, provisional, probationary and part-time employees, performing bargaining unit work, shall be laid off first. In the event further layoffs are necessary, full-time employees shall be laid off in the inverse order of their seniority.

Employees who are to be laid off and the Union will be given as much written notice as possible of the layoff but in no event less than fifteen (15) working days.

In addition to the laid off employee(s), notices of layoff shall be sent to all parties as required by Article 21 Notices in accordance with the time limits set forth above.

#### **Section 15.10. Recall**

Employees shall be recalled from layoff according to their seniority.  
No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled.

Notices required under this section shall be served in accordance with Article 21 of this Agreement.

#### **Section 15.11. Bumping**

When an employee is laid off due to a reduction of the work force, he/she shall be permitted to exercise his/her seniority rights to bump/replace an employee with less seniority within his/her department. Such employee may, if he/she so desires, bump any employee in an equal or lower job classification provided the bumping employee has greater seniority than the employee whom he/she bumps and is qualified to perform the work.

Notices required under this section shall be served in accordance with article 21 of this Agreement.

#### **Section 15.12. Transfers**

Employees desiring to transfer to another job shall submit an application in writing to the Circuit Clerk or his/her representative. The application shall state the reason for the requested transfer. Employees requesting transfers for reasons other than the elimination of jobs shall be transferred to equal or lower paying job classifications on the basis of seniority.

Employees requesting transfers because of the elimination of their jobs shall be transferred to the same job or any other job of equal classification on the basis of seniority and qualifications, upon approval of the Circuit Clerk.

Nothing in this Section is meant to reduce the authority of the Circuit Clerk to assign any employee to a job location the Circuit Clerk chooses within the employee's job classification.

### **Section 15.13. New or Vacant Jobs**

New jobs or vacancies in existing job classifications, job vacancies or existing job classifications that are not occupied due to a curtailment of operations, employee illness, employee leaves of absence or any other reason shall be filled initially by the Employer on the basis of a temporary transfer. During the period of temporary transfer, notice of the job opening shall be posted in all offices of the Circuit Clerk Department. Employees desiring to transfer to the job shall submit the proper bid form to the Circuit Clerk or his/her representative.

The Employer shall fill the new job classification or the vacant job within ten (10) days. The job shall be filled on the basis of seniority and qualifications.

It shall be the obligation of all employees to assist in the training of new employees working with them, to the best of their ability.

## **ARTICLE 16** **TEMPORARY ASSIGNMENT**

### **Section 16.01. Temporary Assignment**

The Employer may, within the provisions of this Article, temporarily assign an employee to perform the duties of another position classification. The Employer will attempt to temporarily assign the employees in the next lower classification in the section in which the temporary assignment occurs and to equitably distribute such assignments on a rotating basis giving due consideration to seniority and the operating needs of the Office of the Circuit Clerk.

To be eligible for temporary assignment pay the employee must:

- 1) Be directed to perform duties or the duty which distinguishes the higher position classification and/or be held accountable for the responsibilities of a higher position classification.
- 2) Perform duties and/or be held accountable for responsibilities not considered a normal part of his/her regular position classification.

### **Section 16.02. Payment**

An employee temporarily assigned to a higher job classification shall be compensated in the following manner: the employee will advance to the higher grade and step at least equal to a one step increase in his/her current pay grade as found in Appendix A Wage Scale.

An employee temporarily assigned to an equal or lower job classification shall be paid his/her current hourly wage.

### **Section 16.03. Criteria for Promotion**

It is not the Employer's intention to use temporary assignment to favor or specially qualify certain employees for future promotional opportunity. If the employee who has been temporarily assigned is selected for the posted vacancy, the employee shall have his/her creditable service date adjusted to reflect the first date on which he/she was temporarily assigned without interruption.

### **Section 16.04. Indefinite Assignments**

Temporary job assignment changes within the employee's same position classification shall not be of indefinite duration.

## **ARTICLE 17**

### **DISCIPLINE AND DISCHARGE**

### **Section 17.01. Discipline**

The Employer agrees with the tenets of progressive and corrective discipline when appropriate. Disciplinary action or measures shall be for just cause and shall include only the following:

- Oral reprimand;
- Written reprimand;
- Suspension (through written notice);
- Discharge (through written notice).

Disciplinary action may be imposed upon an employee only for failing to fulfill his/her responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular procedure.

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.

Any of the following shall be sufficient cause for discipline or discharge by the Employer, though discipline or discharge may be made for just causes other than those enumerated.

- (a) That the employee is incompetent or inefficient in the performance of his/her duties;
- (b) That the employee has been offensive in his/her conduct toward fellow employees, wards of the County or the public;
- (c) That the employee has intentionally violated any lawful or official regulation of the Circuit Clerk's Office not in violation of this Agreement, or order of a supervisor

when such violation or failure to obey amounts to insubordination or serious breach of discipline;

- (d) That the employee has come to work while under the influence of alcohol or illegal drugs;
- (e) That the employee has engaged in the solicitation of funds without the Employer's permission;
- (f) That the employee has taken for personal use a fee, gift, or other valuables in the course of his/her work or in connection with it, when such a fee, gift, or other valuables are given him/her by any person in the hope or expectation of receiving special privileges from the Circuit Clerk's Office.

Notices required under this section shall be served in accordance with Article 21 of this Agreement.

#### **Section 17.02. Investigatory Interview**

An employee shall be entitled to the presence of a Union representative at an investigatory interview conducted by the employer if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her. Any witness to an incident resulting in an investigatory interview shall also be entitled to union representation. Following such an investigation the employee shall be notified that the investigation is complete. If an investigation of alleged employee misconduct does not lead to discipline, the investigation shall be closed and further will not become part of the employee's permanent file nor be used to adversely affect the employee's contractual rights.

Nothing in this section shall prevent the employer from interviewing an employee for the purpose of instructing, redirecting or reminding an employee of his/her duties or responsibilities and no disciplinary action is to be taken.

Subsequent release from duty and pay practices during such release shall continue in accord with present practice and provisions in other sections of this agreement.

#### **Section 17.03. Pre-Disciplinary Meeting**

A pre-disciplinary meeting will be held for all disciplinary actions involving suspension or discharge. The Employer shall notify the Union and the employee who is to be disciplined of the time and place of the meeting; the employee will also be advised of his/her right to Union representation at the meeting.

It shall be the employee's responsibility to notify the Union of his/her desire to have Union representation at the meeting. The employee and the Union representative, if requested by the employee, shall be informed by the Employer during the meeting of the reasons for the contemplated disciplinary action; the disciplinary measure to be imposed; and the names of any

witnesses involved, if known by the Employer. The employee shall be provided with copies of any pertinent documents.

The employee and the Union representative, if present, shall be given an opportunity to rebut or clarify the reasons for discipline. A reasonable extension of time, not to exceed five (5) working days, will be allowed when requested for rebuttal purposes. An extension of time will be granted, where warranted, only if both parties agree. At the conclusion of the pre-disciplinary meeting, the disciplinary measure determined appropriate by the Employer shall be imposed.

Notices required under this section shall be served in accordance with Article 21 of this Agreement.

#### **Section 17.04. Discharge**

If, in any case, the Employer determines that an employee is to be discharged, the employee shall be subjected to immediate suspension without pay and shall be instructed to leave the Employer's premises. In such instances the Employer shall schedule a pre-disciplinary meeting within two (2) working days following initiation of the suspension. At the conclusion of the pre-disciplinary meeting, the disciplinary measure determined appropriate by the Employer, including but not limited to discharge, shall be imposed. The Union shall have the right to take up any discharge as a grievance at the third step of the grievance procedure within seven (7) working days of the discharge.

#### **Section 17.05. Oral & Written Reprimands**

A Union steward shall be present to serve as a witness and to give rebuttal when an employee is being served with an oral or written reprimand.

Any written record of disciplinary action in an employee's file will be removed from the file after two (2) years provided no other disciplinary action has been taken against the employee.

#### **Section 17.06. Polygraph**

No employee shall be required to take a polygraph examination as a condition of retaining employment with the Employer nor shall be subject to discipline for said refusal.

### **ARTICLE 18 SETTLEMENT OF DISPUTES**

#### **Section 18.01. Grievance and Arbitration Procedure**

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

##### **Step 1.**

The Union Steward, with or without the employee, take up the grievance or dispute with the employee's immediate supervisor within ten (10) working days of the date of the grievance or the employee's or the Union's knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the steward within three (3) working days.

#### Step 2.

If the grievance still remains unadjusted, it shall be presented by the Union Steward, Union Representative or Grievance Committee to the Circuit Clerk or his/her representative in writing within seven (7) working days after the response of the supervisory staff committee is due. The Circuit Clerk or his/her representative shall meet with the Union Representative to discuss the grievance. The Circuit Clerk or his/her representative shall respond in writing to the Union Steward, Union Representative or Grievance Committee (with a copy of the response to the local Union president) within five (5) working days after the meeting.

#### Step 3.

If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply of the Circuit Clerk is due, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) working days after notice has been given. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

### **Section 18.2 – Pertinent Witnesses and Information**

Upon request the parties shall produce specifically requested information substantially pertinent to the grievance under consideration or a list of any witnesses reasonably available.

## **ARTICLE 19** **GENERAL PROVISIONS**

### **Section 19.01. Pledge Against Discrimination and Coercion**



The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed or national origin. The Union shall share equally with the Employer the responsibility for applying this provision of this Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

The Employer agrees not to interfere with the rights of the employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

#### **Section 19.02. Mileage Reimbursement**

The County will reimburse employees for use of personal vehicles for pre-approved work travel at the IRS official mileage rate as amended by the IRS.

#### **Section 19.03. Uniforms and Protective Clothing**

If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the Employer; the cost of maintaining the uniform or protective clothing in proper working condition (including tailoring, dry cleaning, and laundry) shall be paid by the Employer.

#### **Section 19.04. In-Service Training**

All in-service training shall be at the expense of the Employer and shall take place during regular working hours.

#### **Section 19.05. Contracting Out**

The Employer shall not contract out any work normally done by employees in the bargaining unit.

#### **Section 19.06. Labor Management Meetings**

The Circuit Clerk and the Union shall strive to maintain communications between Labor and Management in order to cooperatively discuss and solve problems of mutual concern. Meetings

for the purpose of maintaining communications shall occur quarterly at a time, place and date mutually agreed upon by both parties.

#### **Section 19.07. Personnel Files**

Employees shall have the right, upon request, to review the contents of their personnel file. Such review may be made during working hours without loss of pay. A Union Representative may accompany the employee if he or she so desires. A reasonable number of copies of documents in the file will be furnished at no cost to the employee.

#### **Section 19.08. Disability Act**

The employer will take all actions necessary to comply with all the relevant and applicable provisions of the Americans With Disabilities Act (ADA), which may include making a reasonable accommodation in response to a request from a qualified disabled employee. Examples of reasonable accommodations may include, but are not limited to, the following: changing work schedule; reassigning duties; or placing a qualified employee in a different available position. This will be done without regard to the seniority provisions of this Agreement, where necessary.

#### **Section 19.09. Part-Time Pro-Rata Benefits**

Pro-rata benefits shall apply for all regular part-time employees in the appropriate Articles and Sections.

#### **Section 19.10. County Sponsored Events**

Whenever County events are scheduled by the County Board for the benefit or participation of employees, Circuit Clerk management will work with employees to arrange for their participation in such events on non-work time in a manner that will not unreasonably interfere with the needs of the Employer.

#### **Section 19.11. Travel Policy For Training Conferences And Workshops**

##### **A) Single Day Attendance**

If an employee travels to and attends a conference, meeting, or workshop that lasts less than 12 hours, the employee is entitled to overtime for all time over the 8-hour workday, less commuter time deduction (CTD).

With prior approval from immediate supervisor, an employee may drive back and forth rather than stay overnight at a workshop within 100 miles from Madison County, Illinois (e.g. Springfield, IL, Mt. Vernon, IL, Effingham, IL), provided the total time including travel and meeting does not exceed 12 hours.

##### **B) Overnight Attendance**

Overtime will be provided only for travel that occurs outside normal working hours on a normal working day (Monday – Friday) to an overnight conference, meeting or workshop, when public transportation is not the most direct and least expensive mode of travel, and the individual must drive. (It is not reasonable to use public transportation if the destination is within 100 miles of Madison County). Only the driver will be provided compensation. Passengers are free to relax therefore not entitled to overtime.

If travel to the conference occurs on a non-working day (Saturday, Sunday or holiday) then overtime will be provided only if the employee travels during their normal working hours when public transportation is not the most direct and least expensive mode of travel, and the individual must drive. Only the driver will be provided compensation. Passengers are free to relax therefore not entitled to overtime. Hotel accommodations can be provided for the evening before, if arrival is necessary and reasonable due to travel duration and conference location.

All overtime for travel must be approved in advance by the Immediate Supervisor.

#### **Section 19.12 Working Day Defined**

For the purposes of this Agreement, working days are defined as normal working days (Monday – Friday, excluding holidays)

### **ARTICLE 20** **SAVINGS CLAUSE**

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

### **ARTICLE 21** **NOTICES**

Notices required by this Agreement shall be deemed to have been adequately given if served to the representatives when served via hand delivery, facsimile and/or certified mail, return receipt requested, upon the representative named below at the address or facsimile number indicated below, unless otherwise notified in writing:

Notice to the Union shall be addressed to:

AFSCME Council 31  
3909 W. Ernestine Drive, Suite 2  
Marion, Illinois 62959  
Facsimile: 618-993-8012

and

AFSCME Local 799

President  
P. O. Box 125  
Edwardsville, Illinois 62025-0125

Notice to the Employer shall be addressed to:

Clerk of the Circuit Court  
Madison County Courthouse  
155 N. Main Street, Suite 155  
Edwardsville, Illinois 62025  
Facsimile: 618-296-7045

Notices required under this section shall include notices required under sections 15.10, 15.11, 15.13, 17.01, 17.03 and Article 22 shall be served in accordance with this Article as well as any proposed changes in the status quo which may affect wages, hours or terms or conditions of employment.

The parties further agree that notices required by this Article may be served on the parties via electronic mail. The parties agree to reduce to writing those electronic mail addresses to be used in such cases. These may be changed or amended as changes occur by written notification to the parties as outline above in this Article.

Notices required under this section shall be served in accordance with Article 22 of this Agreement.

## **ARTICLE 22**

### **TERMINATION**

This Agreement shall be effective as of the first day of December, 2012, and shall remain in full force and effect until the 30th day of November, 2016, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party as set forth in the following paragraph.

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

# APPENDIX A

## MADISON COUNTY CIRCUIT CLERK PAY STEP PLAN

**FY 2013  
MADISON COUNTY CIRCUIT CLERK  
AFSCME PAY STEP PLAN  
December 1, 2012 thru November 30, 2013**

<b>FY 2013 MADISON COUNTY AFSCME PAY STEP PLAN December 1, 2012 thru November 30, 2013</b>							
	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
	<b>Start</b>	<b>2 Yrs</b>	<b>5 Yrs</b>	<b>9 Yrs</b>	<b>12 Yrs</b>	<b>15 Yrs</b>	<b>18 Yrs</b>
	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>
GRADE-17	36.42	38.87	40.06	41.25	42.38	43.58	44.95
GRADE-16	31.77	33.67	34.63	35.59	36.52	37.49	38.68
GRADE-15	28.96	30.81	31.77	32.77	33.67	34.63	35.75
GRADE-14	26.10	28.01	28.96	29.92	30.81	31.77	32.95
GRADE-13	23.23	25.08	26.10	26.99	28.01	28.96	30.09
GRADE-12	22.88	24.26	24.97	25.67	26.39	27.10	28.01
GRADE-11	21.43	22.88	23.54	24.26	24.97	25.67	26.57
GRADE-10	19.28	20.65	21.43	22.16	22.88	23.54	24.42
GRADE-09	18.58	19.46	20.00	20.48	20.96	21.43	22.02
GRADE-08	17.79	18.81	19.28	19.77	20.24	20.65	21.37
GRADE-07	17.08	18.04	18.58	19.04	19.46	20.00	20.65
GRADE-06	16.36	17.31	17.79	18.32	18.81	19.28	19.94
GRADE-05	15.65	16.66	17.08	17.56	18.04	18.58	19.22
GRADE-04	14.92	15.93	16.36	16.84	17.31	17.79	18.45
GRADE-03	14.27	15.16	15.65	16.12	16.66	17.08	17.73
GRADE-02	13.54	14.46	14.92	15.46	15.93	16.36	17.02
GRADE-01	12.82	13.79	14.27	14.74	15.16	15.65	16.29

**FY 2014**  
**MADISON COUNTY CIRCUIT CLERK**  
**AFSCME PAY STEP PLAN**  
**December 1, 2013 thru November 30, 2014**

<b>FY 2014</b> <b>MADISON COUNTY AFSCME PAY STEP PLAN</b> <b>December 1, 2013 thru November 30, 2014</b>							
	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
	<b>Start</b>	<b>2 Yrs</b>	<b>5 Yrs</b>	<b>9 Yrs</b>	<b>12 Yrs</b>	<b>15 Yrs</b>	<b>18 Yrs</b>
	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>
	<b><u>Rate</u></b>	<b><u>Rate</u></b>	<b><u>Rate</u></b>	<b><u>Rate</u></b>	<b><u>Rate</u></b>	<b><u>Rate</u></b>	<b><u>Rate</u></b>
GRADE-17	37.15	39.65	40.86	42.08	43.23	44.45	45.85
GRADE-16	32.41	34.34	35.32	36.30	37.25	38.24	39.45
GRADE-15	29.54	31.43	32.41	33.43	34.34	35.32	36.47
GRADE-14	26.62	28.57	29.54	30.52	31.43	32.41	33.61
GRADE-13	23.69	25.58	26.62	27.53	28.57	29.54	30.69
GRADE-12	23.34	24.75	25.47	26.18	26.92	27.64	28.57
GRADE-11	21.86	23.34	24.01	24.75	25.47	26.18	27.10
GRADE-10	19.67	21.06	21.86	22.60	23.34	24.01	24.91
GRADE-09	18.95	19.85	20.40	20.89	21.38	21.86	22.46
GRADE-08	18.15	19.19	19.67	20.17	20.64	21.06	21.80
GRADE-07	17.42	18.40	18.95	19.42	19.85	20.40	21.06
GRADE-06	16.69	17.66	18.15	18.69	19.19	19.67	20.34
GRADE-05	15.96	16.99	17.42	17.91	18.40	18.95	19.60
GRADE-04	15.22	16.25	16.69	17.18	17.66	18.15	18.82
GRADE-03	14.56	15.46	15.96	16.44	16.99	17.42	18.08
GRADE-02	13.81	14.75	15.22	15.77	16.25	16.69	17.36
GRADE-01	13.08	14.07	14.56	15.03	15.46	15.96	16.62

**FY 2015**  
**MADISON COUNTY CIRCUIT CLERK**  
**AFSCME PAY STEP PLAN**  
**December 1, 2014 thru November 30, 2015**

<b>FY 2015</b> <b>MADISON COUNTY AFSCME PAY STEP PLAN</b> <b>December 1, 2014 thru November 30, 2015</b>							
	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
	<b>Start</b>	<b>2 Yrs</b>	<b>5 Yrs</b>	<b>9 Yrs</b>	<b>12 Yrs</b>	<b>15 Yrs</b>	<b>18 Yrs</b>
	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>
	<b><u>Rate</u></b>	<b><u>Rate</u></b>	<b><u>Rate</u></b>	<b><u>Rate</u></b>	<b><u>Rate</u></b>	<b><u>Rate</u></b>	<b><u>Rate</u></b>
GRADE-17	38.08	40.64	41.88	43.13	44.31	45.56	47.00
GRADE-16	33.22	35.20	36.20	37.21	38.18	39.20	40.44
GRADE-15	30.28	32.22	33.22	34.27	35.20	36.20	37.38
GRADE-14	27.29	29.28	30.28	31.28	32.22	33.22	34.45
GRADE-13	24.28	26.22	27.29	28.22	29.28	30.28	31.46
GRADE-12	23.92	25.37	26.11	26.83	27.59	28.33	29.28
GRADE-11	22.41	23.92	24.61	25.37	26.11	26.83	27.78
GRADE-10	20.16	21.59	22.41	23.17	23.92	24.61	25.53
GRADE-09	19.42	20.35	20.91	21.41	21.91	22.41	23.02
GRADE-08	18.60	19.67	20.16	20.67	21.16	21.59	22.35
GRADE-07	17.86	18.86	19.42	19.91	20.35	20.91	21.59
GRADE-06	17.11	18.10	18.60	19.16	19.67	20.16	20.85
GRADE-05	16.36	17.41	17.86	18.36	18.86	19.42	20.09
GRADE-04	15.60	16.66	17.11	17.61	18.10	18.60	19.29
GRADE-03	14.92	15.85	16.36	16.85	17.41	17.86	18.53
GRADE-02	14.16	15.12	15.60	16.16	16.66	17.11	17.79
GRADE-01	13.41	14.42	14.92	15.41	15.85	16.36	17.04

**FY 2016**  
**MADISON COUNTY CIRCUIT CLERK**  
**AFSCME PAY STEP PLAN**  
**December 1, 2015 thru November 30, 2016**

<b>FY 2016</b> <b>MADISON COUNTY AFSCME PAY STEP PLAN</b> <b>December 1, 2015 thru November 30, 2016</b>							
	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
	<b>Start</b>	<b>2 Yrs</b>	<b>5 Yrs</b>	<b>9 Yrs</b>	<b>12 Yrs</b>	<b>15 Yrs</b>	<b>18 Yrs</b>
	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>
	<b><u>Rate</u></b>	<b><u>Rate</u></b>	<b><u>Rate</u></b>	<b><u>Rate</u></b>	<b><u>Rate</u></b>	<b><u>Rate</u></b>	<b><u>Rate</u></b>
GRADE-17	39.03	41.66	42.93	44.21	45.42	46.70	48.18
GRADE-16	34.05	36.08	37.11	38.14	39.13	40.18	41.45
GRADE-15	31.04	33.03	34.05	35.13	36.08	37.11	38.31
GRADE-14	27.97	30.01	31.04	32.06	33.03	34.05	35.31
GRADE-13	24.89	26.88	27.97	28.93	30.01	31.04	32.25
GRADE-12	24.52	26.00	26.76	27.50	28.28	29.04	30.01
GRADE-11	22.97	24.52	25.23	26.00	26.76	27.50	28.47
GRADE-10	20.66	22.13	22.97	23.75	24.52	25.23	26.17
GRADE-09	19.91	20.86	21.43	21.95	22.46	22.97	23.60
GRADE-08	19.07	20.16	20.66	21.19	21.69	22.13	22.91
GRADE-07	18.31	19.33	19.91	20.41	20.86	21.43	22.13
GRADE-06	17.54	18.55	19.07	19.64	20.16	20.66	21.37
GRADE-05	16.77	17.85	18.31	18.82	19.33	19.91	20.59
GRADE-04	15.99	17.08	17.54	18.05	18.55	19.07	19.77
GRADE-03	15.29	16.25	16.77	17.27	17.85	18.31	18.99
GRADE-02	14.51	15.50	15.99	16.56	17.08	17.54	18.23
GRADE-01	13.75	14.78	15.29	15.80	16.25	16.77	17.47



## **APPENDIX B**

### **BARGAINING UNIT JOB TITLES AND GRADES**

#### **Grade 9**

Deputy Circuit Clerk IV/Lead Worker  
Executive Secretary  
Information Specialist

#### **Grade 7**

Deputy Circuit Clerk III  
Deputy Circuit Clerk III/Fiscal

#### **Grade 5**

Deputy Circuit Clerk II  
Deputy Circuit Clerk II/Fiscal

#### **Grade 3**

Deputy Circuit Clerk I

#### **Grade 1**

Post-High School Student Worker

## **MEMORANDUM OF UNDERSTANDING**

### **FAMILY MEDICAL LEAVE ACT**

The Employer agrees to comply with the Family and Medical Leave Act and its regulations, as amended from time to time.

## **MEMORANDUM OF UNDERSTANDING**

### **JOB AUDITS**

The parties agree to work together to identify job audit issues and resolve them in accordance with the Collective Bargaining Agreement.

The parties shall meet as needed to resolve issues regarding job audits.

The Employer agrees to work to insure that when job audits are done, proper and timely notification is served on the Union.

## **MEMORANDUM OF AGREEMENT**

### **INSURANCE POOL FUND REPORT**

The Auditor shall provide to the Union a report of all income and expenses for the AFSCME Insurance Pool Fund on a quarterly basis.

The report shall be sent to the Local Union President.

## **MEMORANDUM OF UNDERSTANDING**

### **INSURANCE POOL TASK FORCE**

The parties shall continue to utilize the Insurance Pool Task Force.

The Task Force size and composition shall be eight AFSCME members, three PBLC and six non-bargaining unit managers.

The Task Force shall begin meeting no later than June 15<sup>th</sup> in order to prepare for the next insurance year.

## **MEMORANDUM OF UNDERSTANDING**

### **ARBITRATION PANEL**

The parties agree to create a list of at least seven mutually agreed to arbitrators to hear

grievances processed to the arbitration step of the grievance procedure.

Once the arbitration panel is established the first choice shall be determined by a coin toss between the parties. The first arbitrator shall be chosen from the panel by the winner of the coin toss. The next arbitration case shall be heard by the next arbitrator on the panel and so on down the list. Once the list is exhausted the parties will return to the first arbitrator listed and shall continue down the list again.

Once an arbitrator is chosen from the panel the parties shall schedule the grievance with the chosen arbitrator on a date and time mutually agreeable to the parties and the arbitrator.

Either party may request to have an arbitrator removed from the panel. The arbitrator will be replaced with another mutually agreed to arbitrator. Requests to remove arbitrators from the panel shall be reasonable and not done in an arbitrary or capricious manner.

The arbitration panel shall be established by the parties within sixty (60) days of the signing of this Memorandum of Understanding.

The arbitration panel for the term of this Agreement shall be as follows:

Steven Bierig  
Steven Briggs  
Brian Clauss  
George Fleischli  
Jack Fletcher  
Gerald Fowler  
Amedeo Greco  
Stephen Hayford  
Richard Myers  
Daniel Nielsen  
Eric Schmitz  
Barry Simon  
Robert Tedesco  
Glenn Zipp

**MEMORANDUM OF AGREEMENT  
BETWEEN  
MADISON COUNTY  
AND  
AFSCME COUNCIL 31, ON BEHALF OF LOCAL 799**

The parties do hereby enter into this Agreement to implement a Voluntary Separation Incentive Plan as outlined below.

1. Voluntary Separation Incentive Plan:

- a. Any AFSCME employee who qualifies under the terms of this agreement and provides an irrevocable notice of their intent to separate from employment with Madison County Government before November 30, 2014 shall receive a voluntary separation incentive.
- b. The irrevocable notice of intent to separate must be received in writing February 1, 2014, in the form of a voluntary separation agreement, to qualify for this benefit.
- c. Any employee who turns age 62 prior to November 30, 2014 and has at least eight years of service is eligible for an incentive.
- d. The voluntary separation incentive shall be the employee share of single coverage premiums (\$500) paid by the AFSCME Health Insurance Pool Fund for no more than 36 months after commencement of their retirement date, or up to age 65 whichever occurs first.
- e. In lieu of the health insurance incentive, an employee who is already age 65 or above, or will be age 65 or above by the time of retirement, may choose to be paid a lump sum payment of the equivalent of eighteen months of the employer portion of the health insurance premium (\$9,000) at retirement. Funds for this payout will be from the AFSCME Health Insurance Pool Fund.
- f. The parties agree to meet after the February 1, 2014 deadline outlined in section (a) above to discuss if it is feasible to extend the Voluntary Separation Incentive to additional employees in calendar year 2015.

## **MEMORANDUM OF AGREEMENT**

### **VOLUNTARY FURLOUGH PROGRAM**

The parties do hereby enter into this Agreement to implement a Voluntary Furlough Program as outlined below.

1. The choice to take or not to take furlough days shall be strictly voluntary by the employee. Approval of any furlough shall be at the sole discretion of the employer.
2. Furlough days are defined as those days an employee may elect to take off without pay.
3. Furlough days may be taken in one-half and full day increments based on the employee's preference.
4. Employees may spread furlough days out over the fiscal year.
5. For Fiscal 2014, employees may choose furlough days quarterly. Employees shall choose any dates they wish to take as furlough days thirty (30) days prior to the

commencement of each new quarter. The parties may mutually agree to extend this Agreement for additional years.

6. Employees may request to take furlough days after the time frames identified above. However, these requests are subject to the mutual agreement of the employer.
7. Employees who elect to take voluntary furlough days shall not be penalized in any way. Employees who elect to take voluntary furlough days shall continue to accrue seniority, benefit time and any other benefits as if he/she had worked during any days voluntary furlough days were taken during the fiscal year.

## **MEMORANDUM OF UNDERSTANDING**

### **HEALTH IMPROVEMENT PROGRAM**

The parties agree to meet to negotiate regarding a Health Improvement Program (HIP) for the Madison County Health Insurance Plan.

This will entail discussions about incentives for employees to participate in the HIP, including plan changes and/or premium changes, well care for employees as well as other cost saving measures.

Prior to the commencement of these discussions the parties will work to balance Union & Management representation on the Insurance Committee in order to insure its make up conforms to the original agreements establishing this Committee.

The Insurance Committee shall begin meeting no later than December 2013 to commence discussions on the implementation of a HIP. The AFSCME Staff Representative shall be a part of the Committee during these discussions, in addition to the Union's normal compliment of representatives on the Insurance Committee.