

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, 2020 to November 30, 2024

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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
on Behalf of 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 (herein defined to be those employees regularly scheduled to work at least 30 hours per week) 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 Check Off/Deductions

The Employer agrees to deduct, on each payday, such items as may be requested by the employees, including but not limited to child support, benefits, union dues, P.E.O.P.L.E. contributions, and savings accounts.

The amount of the above employee deductions for union dues and P.E.O.P.L.E. 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 3.03. 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 3.04. 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, the Union President and Vice President and one additional representative from the Executive Committee (i.e., two (2) total individuals) shall be allowed to:

- (a) Collect 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) Receive release time for two (2) employees from the Unit to attend negotiating meetings (such that four (4) total individuals attend negotiations);
- (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.

Any employee requesting such time shall place a request to his/her supervisor in advance and such request shall not be denied unless such request would result in a loss of appropriate levels of staffing.

Section 3.05. Contract

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

Section 3.06. 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 President with an email upon the hiring of a new employee covered by this Agreement. The Union shall be permitted to conduct a Union orientation for all new employees. Orientation held during regular work hours shall not begin prior to 4:00 p.m. and may not occur more frequently than bi-monthly. Management shall provide the Union with a suitable conference room to conduct the orientation.

Section 3.07. Bulletin Board

The Employer shall provide a location for the Union to place a locked bulletin board for the Union's use. The size and location shall be mutually agreed to by the parties. It shall be mutually agreed by the parties as to who will have a key, one representative from Management and one representative from the Union. The bulletin board shall be for the sole and exclusive use of the Union. The items posted shall not be political (including solicitation of funds or volunteers for a political candidate or political party), partisan or defamatory in nature. Should Management have a concern with the content of a posted item, Management will contact the designated Union representative to discuss resolution of the concern which may include a disclaimer from Management with regard to the item if it remains posted.

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. Workday

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

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. The Employer may set the employee's regular work schedule in order to ensure sufficient coverage and may alter such regular schedule by providing the employee with notice at least one (1) week in advance.

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. Calculation of Eligible Time

All work performed, and benefit time (i.e., sick, personal leave and vacation time), and meal break time (one (1) hour, when the employee is scheduled to work at least six (6) hours) in excess of eight (8) hours in any workday or forty (40) hours in any work week (as set by Section 4.02) shall be considered "overtime."

Section 5.03. 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 1/2) hours compensatory time off for each hour of overtime work. 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. Employees shall be allowed to accumulate up to eighty (80) hours of compensatory time, and any unused compensatory time shall be paid out on the payday preceding an employee's pay increase.

Section 5.04. 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 5.05. 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 5.06. 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
HOLIDAYS**

Section 7.01. 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 | Juneteenth |
| Good Friday | Thanksgiving Day |
| Memorial Day | Thanksgiving Friday |
| Independence Day | Christmas Eve |
| Labor Day | Christmas Day |

If the Circuit Clerk closes the office for an emergency, the Circuit Clerk may, at his/her discretion, direct employees to stay at work. Such employees shall be granted one (1) hour for each hour worked during the closing, to be used within the same fiscal year.

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 workday, such day will be given to all employees as a floating holiday for that year and shall be taken after Christmas Eve Day.

Section 7.02. 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 workday 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 8
VACATIONS

Section 8.1 Eligibility and Allowance

Employees hired prior to December 1, 2021, shall be granted an annual paid vacation for the period specified below upon the following requirements:

<u>Service Requirements</u>	<u>Vacation Period</u>
Hire through Five Years	Ten Working Days
Five through Ten Years	Fifteen Working Days
Ten through Fifteen Years	Twenty Working Days
Fifteen through Twenty	Twenty-Five Working Days
Twenty Years and Above	Thirty Working Days

Employees hired on or after December 1, 2021, shall be granted an annual paid vacation for the period specified below upon the following requirements:

<u>Service Requirements</u>	<u>Vacation Period</u>
Hire through Five Years	Ten Working Days
Five to Ten Years	Fifteen Working Days
Ten to Fifteen Years	Twenty Working Days
Fifteen Years and Above	Twenty-Five Working Days

Vacations shall be computed from the employee's anniversary date.

Employees are eligible to take accumulated vacation time after they have completed ninety (90) days of service. Employees accumulate vacation time on an earned basis per month, i.e., .8333 days per month in the first 5 years, etc.

Section 8.02. 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 8.03. Choice of Vacation Period

Vacations may be scheduled in one (1) 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 8.04. 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 8.05. 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 1/2) his/her regular rate and for overtime hours at a rate of two and one-half (2 1/2) times his/her regular rate of pay. In addition, the employee's vacation (with pay) shall be rescheduled to a future period.

Section 8.06. 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 9
LEAVES OF ABSENCE**

Section 9.01. Eligibility Requirements

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

Section 9.02. 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 9.03. 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, stepchild, stepparents, 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) 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 9.04. 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.

ARTICLE 10
WAGES

Section 10.01. 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 10.02. FY 2021, FY 2022, FY 2023 & FY 2024 Increases

There shall be no increase on the base wages, effective December 1, 2020. However, employees employed on the effective date of the Agreement and still employed on November 21, 2021, shall receive a one-time, off-schedule payment of three percent (3%) of their annual base wage, within 2 pay periods of execution.

The base wages shall be increased by an additional one percent (1%) effective December 1, 2021. In addition, employees employed on November 21, 2021, shall receive a one-time, off-schedule payment of one percent (1%) of their annual base wage, within 2 pay periods of execution.

The base wages shall be increased by an additional three percent (3%) effective December 1, 2022.

The base wages shall be increased by an additional four percent (4%) effective December 1, 2023

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.

Employees, who have reached the last step in the pay plan shall receive a \$250.00 longevity payout once per year during the first year in which they are no longer eligible for a step increase (i.e. "stepped out."). Such payout shall be included in the pay period which includes December 1st, for two (2) years. Thereafter, the employee shall receive a \$500 longevity payout once per year, on the pay period which includes December 1st, for the duration of this contract.

The Employer may give up to two (2) years credit on salary schedule for relevant outside employment, at the discretion of the Clerk.

Section 10.03. 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 10.04. 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 10.05. 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 Chief Deputy Circuit Clerk, who shall immediately conduct the audit (or may designate an individual to

do so). 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 Chief Deputy Circuit Clerk, appealing to the Circuit Clerk. Such appeal shall be commenced by the Employee or Union by filing with the Chief Deputy Circuit Clerk a notice of appeal of said decision in writing within ten (10) working days after receipt of notice of the decision.

The Circuit Clerk 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 Circuit Clerk by requesting mediation of same with the FMCS. The Parties will meet with the FMCS mediator in attempt to reach compromise. In the event the Parties do not come to compromise, the decision of the Circuit Clerk shall be final.

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 10.06. Promotions and Bumping

The Employer has the right to interview the three (3) most senior and qualified bargaining unit applicants for Lead Worker openings. 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. Employees who have been subject to discipline within ninety (90) days prior to the application to bid are not eligible for promotion.

Section 10.07. Special Certifications

The parties agree that when a special certification is required to perform a position, such as for a certified interpreter or translator, such requirement shall be noted on the job posting for the position.

ARTICLE 11
SICK LEAVE

Section 11.01. 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 ($\frac{1}{2}$) hour increments.

Employees shall be eligible to use up to one-half of their annual allotment -per fiscal year to care for a sick child, stepchild, spouse, domestic partner, sibling, parent-in-law, stepparent, parent, grandchild, or grandparent. 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 11.02. Verification

Any employee absent from work as a result of sick leave for three (3) or more consecutive workdays 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 11.03. Accumulation

Employees hired prior to December 1, 2021, 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 earned per month on a pro rata basis. Employees hired on or after December 1, 2021, may accumulate up to 480 hours of sick leave. Any excess sick leave above 480 hours shall have no value.

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 11.04. Accumulated Sick Leave for Employees Hired Prior to December 1, 2021

Upon termination of employment, employees will be paid for one-half (1/2) of unused sick leave, 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 11.05. Accumulated Sick Leave for Employees Hired On or After December 1, 2021.

Upon termination of employment, employees will turn in unused sick leave to the IMRF for service credit. Any sick leave not accepted by the IMRF for service credit may be cashed in for one-half (1/2) of unused sick leave, 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.

During their employment, employees may turn in unused sick leave in exchange for personal leave, on a 4:1 basis; i.e., turn in four (4) unused sick leave days for one (1) personal leave day in the year following sick leave accrual. Days may be exchanged only in whole 4:1 increments.

Section 11.06. 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 12
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, with the Employer to pay 70% of the cost of dependent healthcare coverage.

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 13
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 workday absent until such time as he/she is eligible for worker's compensation or other Employer benefits.

ARTICLE 14
SENIORITY

Section 14.01. 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 eighteen (18) 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 14.02. Probation Period

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

Section 14.03. 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.

Any employee who has received an unpaid leave during his/her first ninety (90) days of employment shall have his/her probationary period extended proportionally, so that the Employer has a complete ninety (90) days during which to evaluate the employee.

An individual employee's probationary period may be extended by joint agreement between the Union and the Employer.

Section 14.04. 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 14.05. 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, whether probationary employees are eligible, 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. Any employee who has been subject to discipline within the ninety (90) days preceding the posting shall not be eligible for promotion.

The Employer shall fill the opening by promoting from among the applicants the qualified employee with the longest continuous service. The Employer shall move the successful bidder as soon as possible without disruption to operations. 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. An individual employee's probationary period may be extended by joint agreement between the Union and the Employer.

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 14.06. 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.

Section 14.07. 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 14.08. 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 14.09. Lay Off

In the event it becomes necessary to lay off 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 14.10. 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.

Recall period is eighteen (18) months from the date of separation for layoff.

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

Section 14.11. 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 14.12. 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 14.13. 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 as soon as possible without disruption to operations. 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 15 **TEMPORARY ASSIGNMENT**

Section 15.01. 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 15.02. Payment

An employee temporarily assigned to perform another job for one week or more shall receive differential pay of \$1.50 per hour during the temporary assignment. When a Lead Worker's manager is on vacation for more than three (3) consecutive days, and the Lead Worker is assigned to perform the duties of the manager, the Lead Worker shall receive an additional \$1.50 per hour while performing the duties of the manager.

Section 15.03. 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 15.04. Indefinite Assignments

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

ARTICLE 16 DISCIPLINE AND DISCHARGE

Section 16.01. Discipline

The Employer agrees with the tenets of progressive and corrective discipline when appropriate. The degree of discipline may vary depending on the severity of the infraction. Disciplinary action or measures shall be for just cause and shall include only the following:

- Oral reprimand;
- Written reprimand;
- Suspension without pay (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 controlled substance;;
- (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.

Any written record of suspension or termination disciplinary action in an employee's file will be removed from the file after five (5) years provided no other disciplinary action has been taken against the employee. Written records of verbal or written warnings or reprimands shall remain in the employee's personnel file for two (2) years.

Section 16.02. Disciplinary Meetings

Following an investigation, the employee shall be notified that the investigation is complete.

Any employee who may be subject to discipline shall undergo an investigation, during which the employee may be placed on administrative leave. No discipline may be imposed on the employee unless or until s/he has been interviewed regarding the allegations. Following an investigation, the employee shall be notified that the investigation is complete.

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.

For all disciplinary actions involving suspension without pay or discharge, the Employer shall notify the Union and the employee who is to be disciplined of the time and place of a meeting at which the disciplinary action shall be imposed. The notice of the meeting shall be at least three (3) working days in advance of the meeting, during which time the employee shall remain on administrative leave and shall notify the employee of his/her right to Union representation at the meeting. The employee or Union may request an additional two (2) business days to prepare for the meeting; however, such additional days shall be unpaid to the Employee. The meeting shall take place during the employee's regular workday. The notice shall contain the reasons for the contemplated disciplinary action, the disciplinary action to be imposed, the names of any witnesses involved and known by the Employer, and any documents supporting the disciplinary action. At the meeting, the employee and the Union representative shall be given an opportunity to rebut or clarify the reasons for discipline. Such rebuttal shall be placed in the employee's personnel file, if in writing. The Employer shall notify the employee and the Union of the imposition of the discipline by the conclusion of the following business day.

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 16.03. 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.

Section 16.04. Severance Pay.

In accordance with 5 ILCS 415/2, any employee discharged for "misconduct" is not eligible for any form of severance pay. As used herein, "misconduct" includes:

- (1) Conduct demonstrating conscious disregard of an employer's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the employer expects of his or her employee. Such conduct may include, but is not limited to, willful damage to an employer's property that results in damage of more than \$50, or theft of employer property or property of a customer or invitee of the employer.
- (2) Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent or shows an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to his or her employer.
- (3) Chronic absenteeism or tardiness in deliberate violation of a known policy of the employer or one or more unapproved absences following a written reprimand or warning relating to more than one unapproved absence.
- (4) A willful and deliberate violation of a standard or regulation of this State by an employee of an employer licensed or certified by this State, which violation would cause the employer to be sanctioned or have its license or certification suspended by this State.
- (5) A violation of an employer's rule, unless the employee can demonstrate that s/he did not know, and could not reasonably know, of the rule's requirements; that the rule is not lawful or not reasonably related to the job environment and performance; or that the rule is not fairly or consistently enforced.
- (6) Other conduct, including, but not limited to, committing criminal assault or battery on another employee, or on a customer or invitee of the employer, or committing abuse or neglect of a patient, resident, disabled person, elderly person, or child in her or his professional care.

ARTICLE 17
SETTLEMENT OF DISPUTES

Section 17.01. 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 Parties shall comply with the Employment Arbitration Rules of the American Arbitration Association unless mutually agreed otherwise. The arbitrator shall have no authority to amend, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether

there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. The arbitrator shall submit in writing his/her decision to the County and the Union following the close of hearing(s) or submission of briefs, whichever is later.

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 17.02 – 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 18 GENERAL PROVISIONS

Section 18.01. 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. The Parties agree that violations of this paragraph shall not be subject to arbitration.

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 18.02. 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 18.03. 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 18.04. In-Service Training

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

Section 18.05. Contracting Out

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

Section 18.06. 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 18.07. 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 18.08 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 18.09. 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.

ARTICLE 19 **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 20
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
212 S. 9th St.
Mt. Vernon, IL 62864
Facsimile 618-316-7092
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 21
TERMINATION

This Agreement shall be effective as of the first day of December, 2020 and shall remain in full force and effect until the 30th day of November, 2024 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
WAGE CHARTS

FY 2021
MADISON COUNTY AFSCME PAY STEP PLAN - CIRCUIT CLERK
 December 1, 2020 thru November 30, 2021

	STEP 1 Start	STEP 2 2 Yrs	STEP 3 5 Yrs	STEP 4 9 Yrs	STEP 5 12 Yrs	STEP 6 15 Yrs	STEP 7 18 Yrs
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
GRADE-17	42.67	45.54	46.93	48.32	49.64	51.04	52.66
GRADE-16	37.22	39.44	40.55	41.70	42.77	43.92	45.30
GRADE-15	33.98	36.10	37.22	38.41	39.44	40.55	41.87
GRADE-14	30.57	32.81	33.93	35.04	36.10	37.22	38.59
GRADE-13	27.21	29.38	30.57	31.63	32.81	33.93	35.26
GRADE-12	26.80	28.43	29.25	30.06	30.92	31.74	32.81
GRADE-11	25.11	26.80	27.58	28.43	29.25	30.06	31.11
GRADE-10	22.59	24.19	25.11	25.96	26.80	27.58	28.61
GRADE-09	21.77	22.80	23.42	23.99	24.56	25.11	25.80
GRADE-08	20.85	22.02	22.59	23.17	23.71	24.19	25.05
GRADE-07	20.01	21.11	21.77	22.31	22.80	23.42	24.19
GRADE-06	19.16	20.29	20.85	21.46	22.02	22.59	23.35
GRADE-05	18.33	19.51	20.01	20.56	21.11	21.77	22.50
GRADE-04	17.48	18.66	19.16	19.73	20.29	20.85	21.60
GRADE-03	16.71	17.76	18.33	18.89	19.51	20.01	20.77
GRADE-02	15.86	16.94	17.48	18.10	18.66	19.16	19.93
GRADE-01	15.03	16.16	16.71	17.27	17.76	18.33	19.09

FY 2022
MADISON COUNTY AFSCME PAY STEP PLAN - CIRCUIT CLERK
December 1, 2021 thru November 30, 2022

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
	Start	2 Yrs	5 Yrs	9 Yrs	12 Yrs	15 Yrs	18 Yrs
	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
	Rate	Rate	Rate	Rate	Rate	Rate	Rate
GRADE-17	43.10	46.00	47.40	48.80	50.14	51.55	53.19
GRADE-16	37.59	39.83	40.96	42.12	43.20	44.36	45.75
GRADE-15	34.27	36.46	37.59	38.79	39.83	40.96	42.29
GRADE-14	30.88	33.14	34.27	35.39	36.46	37.59	38.98
GRADE-13	27.48	29.67	30.88	31.95	33.14	34.27	35.61
GRADE-12	27.07	28.71	29.54	30.36	31.23	32.06	33.14
GRADE-11	25.36	27.07	27.86	28.71	29.54	30.36	31.42
GRADE-10	22.82	24.43	25.36	26.22	27.07	27.86	28.90
GRADE-09	21.99	23.03	23.65	24.23	24.81	25.36	26.06
GRADE-08	21.06	22.24	22.82	23.40	23.95	24.43	25.30
GRADE-07	20.21	21.32	21.99	22.53	23.03	23.65	24.43
GRADE-06	19.35	20.49	21.06	21.67	22.24	22.82	23.58
GRADE-05	18.51	19.71	20.21	20.77	21.32	21.99	22.73
GRADE-04	17.65	18.85	19.35	19.93	20.49	21.06	21.82
GRADE-03	16.88	17.94	18.51	19.08	19.71	20.21	20.98
GRADE-02	16.02	17.11	17.65	18.28	18.85	19.35	20.13
GRADE-01	15.18	16.32	16.88	17.44	17.94	18.51	19.28

FY 2023
MADISON COUNTY AFSCME PAY STEP PLAN - CIRCUIT CLERK
 December 1, 2022 thru November 30, 2023

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
	Start	2 Yrs	5 Yrs	9 Yrs	12 Yrs	15 Yrs	18 Yrs
	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
	Rate	Rate	Rate	Rate	Rate	Rate	Rate
GRADE-17	44.39	47.38	48.82	50.26	51.64	53.10	54.79
GRADE-16	38.72	41.02	42.19	43.38	44.50	45.69	47.12
GRADE-15	35.30	37.55	38.72	39.95	41.02	42.19	43.56
GRADE-14	31.81	34.13	35.30	36.45	37.55	38.72	40.15
GRADE-13	28.30	30.56	31.81	32.91	34.13	35.30	36.68
GRADE-12	27.88	29.57	30.43	31.27	32.17	33.02	34.13
GRADE-11	26.12	27.88	28.70	29.57	30.43	31.27	32.36
GRADE-10	23.50	25.16	26.12	27.01	27.88	28.70	29.77
GRADE-09	22.65	23.72	24.36	24.96	25.55	26.12	26.84
GRADE-08	21.69	22.91	23.50	24.10	24.67	25.16	26.06
GRADE-07	20.82	21.96	22.65	23.21	23.72	24.36	25.16
GRADE-06	19.93	21.10	21.69	22.32	22.91	23.50	24.29
GRADE-05	19.07	20.30	20.82	21.39	21.96	22.65	23.41
GRADE-04	18.18	19.42	19.93	20.53	21.10	21.69	22.47
GRADE-03	17.39	18.48	19.07	19.65	20.30	20.82	21.61
GRADE-02	16.50	17.62	18.18	18.83	19.42	19.93	20.73
GRADE-01	15.64	16.81	17.39	17.96	18.48	19.07	19.86

FY 2024
MADISON COUNTY AFSCME PAY STEP PLAN - CIRCUIT CLERK
December 1, 2023 thru November 30, 2024

	STEP 1 Start	STEP 2 2 Yrs	STEP 3 5 Yrs	STEP 4 9 Yrs	STEP 5 12 Yrs	STEP 6 15 Yrs	STEP 7 18 Yrs
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
GRADE-17	46.17	49.28	50.77	52.27	53.71	55.22	56.98
GRADE-16	40.27	42.66	43.88	45.12	46.28	47.52	49.00
GRADE-15	36.71	39.05	40.27	41.55	42.66	43.88	45.30
GRADE-14	33.08	35.50	36.71	37.91	39.05	40.27	41.76
GRADE-13	29.43	31.78	33.08	34.23	35.50	36.71	38.15
GRADE-12	29.00	30.75	31.65	32.52	33.46	34.34	35.50
GRADE-11	27.16	29.00	29.85	30.75	31.65	32.52	33.65
GRADE-10	24.44	26.17	27.16	28.09	29.00	29.85	30.96
GRADE-09	23.56	24.67	25.33	25.96	26.57	27.16	27.91
GRADE-08	22.56	23.83	24.44	25.06	25.66	26.17	27.10
GRADE-07	21.65	22.84	23.56	24.14	24.67	25.33	26.17
GRADE-06	20.73	21.94	22.56	23.21	23.83	24.44	25.26
GRADE-05	19.83	21.11	21.65	22.25	22.84	23.56	24.35
GRADE-04	18.91	20.20	20.73	21.35	21.94	22.56	23.37
GRADE-03	18.09	19.22	19.83	20.44	21.11	21.65	22.47
GRADE-02	17.16	18.32	18.91	19.58	20.20	20.73	21.56
GRADE-01	16.27	17.48	18.09	18.68	19.22	19.83	20.65

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

SIGNATURE PAGE

In Witness Whereof, the parties do set their hand this 22 day of August 2022

FOR THE EMPLOYER:

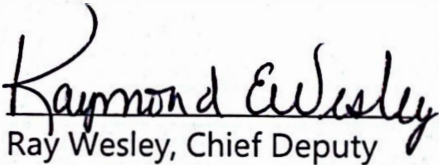


Thomas McRae
Clerk of Court, 3rd Judicial
Circuit,
Madison County

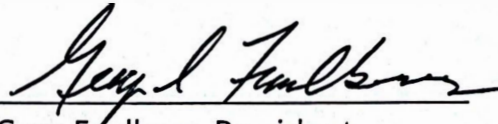
FOR THE UNION:



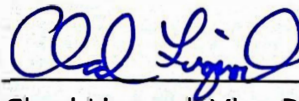
Matthew Whalen, Staff
Representative AFSCME
Council 31



Ray Wesley, Chief Deputy



Greg Faulkner, President



Chad Lignoul, Vice President