

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE KANE COUNTY CIRCUIT COURT CLERK

AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, (AFSCME), AFL-CIO,
COUNCIL 31, ON BEHALF OF AND WITH LOCAL 3966

EFFECTIVE DATES

DECEMBER 1, 2010 - November 30, 2013

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PREAMBLE

This Agreement is entered into by the Clerk of the Circuit Court of Kane County, hereinafter referred to as the "Employer", and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO on Behalf of and with Local 3966, hereinafter referred to as the "Union".

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to some of employees working conditions.

To the extent that provisions of the Collective Bargaining Agreement are in conflict with provisions of the Clerk of Circuit Court Policy Handbook, the provisions of the Collective Bargaining Agreement shall apply.

In consideration of mutual promises, covenants and Agreement contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE 1.
RECOGNITION

Section 1. Unit Description

The Employer recognizes the Union as the sole and exclusive collective bargaining representative on matters relating to wages, hours, working conditions and other terms and conditions of employment of the following unit:

All full-time and regular part-time Deputy Clerks employed by the Clerk of the Circuit Court of Kane County including those titles of Deputy Clerks (Accounting, Appeals, Civil, Criminal, Family, Records and Records Support), but excluding all Assistant Supervisors, and other supervisory, managerial, and confidential employees as defined by the Act.

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

Section 2. New Classifications

If a new position classification is created by the Employer, the Employer shall set the proper pay grade for the classification.

The Employer shall determine the proposed salary grade in relationship to:

- a) The job content and responsibilities in comparison with the job content and responsibilities of other position classifications in the Employer's work force;
- b) Like positions with similar job content and responsibilities within the Kane County Government System, if available, otherwise to the Kane County Labor Market generally;
- c) Significant differences in working conditions to comparable position classifications.

If the Union does not agree with the determination of the proposed salary grade the Employer establishes under this paragraph, then the Union shall within ten (10) days request a meeting with the Employer to discuss the Employer's action. The Employer shall thereafter meet with the Union and render a decision within twenty (20) calendar days. If the Union still disagrees with the decision of the Employer, they may submit the matter to

Step III of the Grievance Procedure within ten (10) days from the receipt of the Employer's decision.

Section 3. Non-bargaining Unit Personnel

Non-Bargaining Unit Personnel may continue to perform bargaining unit work, which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by said personnel shall not cause any layoffs of the bargaining unit employees.

Section 4. Abolition, Merger or Change of Job Classification

If the Employer determines to abolish, merge or change existing classifications the Employer shall negotiate with the Union over the impact of such. Such negotiations shall include good faith impact bargaining as required under the Illinois Public Labor Relations Act. The Parties agree that a change in job title in the bargaining unit shall not remove the job position from the bargaining unit as long as the type of work performed by the position remains essentially the same.

ARTICLE 2
PROBATIONARY EMPLOYEES

Employees shall be "probationary employees" for their first six (6) months of employment with the Circuit Clerk's Office. Once a month during the probationary period, the supervisor will evaluate performance and discuss the evaluation with the employee. The discipline, layoff, transfer or termination of a probationary employee shall not be subject to the grievance and arbitration procedures and shall not be a violation of this Agreement. However, probationary employee's facing a possible discipline will be informed that they may have a union steward present for the meeting. **The union steward's role will be limited to that of observer status and the union steward will not be permitted to participate in the discussion.**

ARTICLE 3.
SAVINGS CLAUSE

If any provision or application of this Agreement should be rendered or declared unlawful, invalid or unenforceable by any judicial action, the remaining provisions of the Agreement shall remain in full force and effect. In such event, at the request of either party, the parties shall meet promptly and negotiate substitute provisions.

ARTICLE 4.
UNION SECURITY

Section 1. Deductions

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

- a) Union membership dues, assessments, or fees;
- b) Union sponsored credit union contribution or other union sponsored programs;
- c) P.E.O.P.L.E. contributions.

d) The Employer will provide the Union with the bargaining unit employees addresses unless the employee notifies the Union and the Human Resource Manager in writing to not disclose their address.

Requests for any of the above shall be made on a form agreed to by the parties and shall be made within the provisions of applicable state statutes.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law and shall be remitted each pay day to AFSCME Council 31 at 615 S. Second St., P.O. Box 2328, Springfield, IL 62705-2328, along with a list of bargaining unit employees' and union members' names and social security numbers. The Union shall advise the Employer of the deduction rate and any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

Section 2. Fair Share Deductions

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the Illinois Public Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees and shall be remitted each pay day to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required to Union members.

Section 3. Religious Exemption

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

Section 4. Notice and Appeal

The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

Section 5. Indemnification

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

ARTICLE 5.
INDEMNIFICATION

The Employer shall defend and indemnify the employees according to terms of the applicable statutes and laws of the State of Illinois.

ARTICLE 6.
NON-DISCRIMINATION

Section 1. Prohibition Against Discrimination

Both the Employer and the Union agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, disability or political affiliation, provided however that all personnel of the Department must at all times support and defend the Constitution and laws of the United States, State of Illinois and laws promulgated there from.

Section 2. Union Membership or Activity

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

Section 3. Equal Employment/Affirmative Action

The parties recognize the Employer's obligation to comply with federal and state Equal Employment and sex discrimination laws applicable to the Employer.

ARTICLE 7.
NO STRIKE OR LOCKOUT

Section 1. No Strike Commitment

In consideration of the Employer's commitment as set forth in Section 4 of this Article, the Union, its officers, agents, representatives, members and all other employees shall not, in any way, directly or indirectly, call, initiate, authorize, participate in, sanction, encourage, ratify or condone any strike, sympathy strike, work stoppage, slow down or any other interference with or interruption of the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. No bargaining unit employee shall refuse to cross any picket line, by whoever established.

Section 2. Union Liability and Duty

In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, work stoppage, work slow-down or any other interference with or interruption of the operations of the Employer occur, the Union, within twenty-four (24) hours of a request by the Employer shall:

(a) Advise the Employer in writing that such action by the employee has not been called or sanctioned by the Union; and

(b) Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately; and

(c) Post notices at the Union Bulletin Boards advising that it disapproves of such action and instructing employees to return to work immediately.

Section 3. Discipline for Violation

The Employer may discharge any employee who violates this Article. and the Union will not resort to the grievance procedures or arbitration on such employee's behalf.

Section 4. No Lockout

In consideration of the Union's commitment as set forth in Section 1 of this Article, the Employer shall not lock out employees during the term of this Agreement.

Section 5. Judicial Remedies

Nothing contained herein shall preclude either party from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 8.
SENIORITY

Section 1. Definition

For the purpose of this agreement the following definitions shall apply:

- a. County-wide Seniority means an employee's uninterrupted employment with the County since his/her last date of hire.
- b. Classification Seniority means the length of uninterrupted employment an employee has in his/her current classification.
- c. Departmental Seniority means the length of uninterrupted employment an employee has in the office of the Clerk of the Circuit Court.

A probationary employee shall have no seniority except as otherwise provided in this Agreement, until he has completed his probationary period. Upon completion of his probationary period he will acquire seniority from his date of hire.

(Part-time employees shall receive seniority on a prorated basis.)

Section 2. Loss of Seniority

An employee's applicable seniority will be terminated and will no longer be an employee if:

- a. He/she resigns or quits by giving an official letter of resignation.
- b. He/she is discharged for just cause unless reversed through the Grievance or Arbitration Procedure.
- c. He/she retires.
- d. He/she does not return to work from layoff or authorized leave of absence within ten (10) calendar days after being notified by certified mail to return.
- e. He/she has been on layoff for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is greater.
- f. He/she accepts "gainful employment" that is inconsistent with the purpose of the authorized leave while on an approved leave of absence from the Employer.

Section 3. Seniority List

The Employer and Union have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. To break a tie between future employees with the same seniority, the affected employees shall draw lots at the time of hire. Disputes as to seniority listing shall be resolved through the grievance procedure. The initial agreed upon seniority list is attached hereto as Appendix B and made a part thereof.

Section 4. Seniority While On Leave

Employees will continue to accrue seniority credit for all time spent on authorized leave of absence up to twelve (12) workweeks or as otherwise required by law.

Employees on military leave will continue to accrue seniority in accordance with Article 19 regarding military leave of absence.

ARTICLE 9.
LAYOFF AND RECALL

Section 1. Procedure for Layoff

1. When employees are removed for the purpose of reducing the work force from any of the following teams: Accounting, Appeals, Civil, Criminal, Records, Records Support and Family, the employee with the least departmental seniority, as determined by Article 8, shall be removed first. Probationary employees shall be removed first.

2. A removed employee shall be transferred, conditioned upon being qualified to perform the work available, as determined by the Employer, in the following order of priority:

- a. To a vacant bargaining unit position, if any;
- b. If no vacancy exists, as provided in (a) above, to a bargaining unit position occupied by an individual who is probationary;
- c. If no probationary position exists, as provided by (b) above, to a bargaining unit position occupied by an individual with the least departmental seniority.

To assure team and office efficiency, productivity and service to the court and public, in no event shall more than one-third of the positions in a team be affected by a transfer or transfers in utilizing the above procedures.

3. The procedure in subsection 2 above shall be applied to all removed employees, until they are transferred or laid off.

4. In applying the procedures set forth in 2 and 3 above, a removed full-time employee shall be transferred to another full-time position for which there is a vacancy and for which that employee is qualified. A removed part-time employee may be transferred to either a full-time or part-time position for which there is a vacancy and for which that employee is qualified.

5. If more than one vacancy exists, or if there is more than one probationary employee at the time of removal, the Employer shall have discretion to transfer the removed employee to the position the Employer deems appropriate.

6. If the employee who is removed requests assignment to a temporary position and is qualified to perform that job, the Employer shall transfer that individual to that position.

Section 2. Procedure for Recall

An employee with seniority who has been laid off or transferred as a result of a layoff shall be recalled to work, conditioned upon ability to perform the work available, in accordance with the reverse application of the procedure for layoff. Recall rights shall continue for two (2) years after an employee has been laid off. No new employees at all shall be hired until all employees on layoff desiring to return to work shall have been given the opportunity to return to work.

In the event of recall, eligible employees shall receive notice of recall by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Employer of their current address. Upon receipt of the notice of recall, employees shall have five (5) working days to notify the Employer of their acceptance of the recall. The employee shall have five (5) working days thereafter to report to duty.

If an employee returns to work within thirty (30) calendar days of a layoff, he/she will be reinstated with no break in service and with all previous seniority rights. For benefit purposes, an employee's length of service will be reduced by the length of time the employee was laid off.

Probationary employees who have been laid off have no recall privileges.

Section 3. Notice

The Employer shall notify the Union thirty (30) calendar days prior to the intended effective date of a planned layoff. The Employer and the Union will discuss alternatives to the layoff if put forth by the Union.

Any employee to be laid off will be notified thirty (30) calendar days prior to the effective date.

Section 4. Benefits

Benefits at layoffs are those applicable to terminations, except that health insurance coverage will be continued for up to six months as long as the employee portion of the monthly premium is paid by the 15th of the month. After six months, COBRA coverage applies.

ARTICLE 10.

GRIEVANCE PROCEDURE

Section 1. Grievance

A Grievance is defined as a dispute or disagreement as to the interpretation and application of any provision in this Agreement. Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

Business days shall include the weekdays of Monday through Friday, excluding holidays or other days the Employer's office is closed.

Section 2. Grievance Steps

Step 1. Immediate Supervisor

The employee or employees and/or the Union shall raise the grievance with the employee's supervisor who is outside the bargaining unit by submitting a written Grievance Form. The written grievance shall contain a statement of the grievant's complaint, the section(s) of the Agreement allegedly violated, if applicable; the date of the alleged violation, if applicable, and the relief sought. The form shall be signed and dated by the grievant. Improper grievance form, date or section citation shall not be grounds for denial of the grievance.

All grievances must be presented not later than ten (10) business days from the date the grievant(s) became aware of the occurrence giving rise to the complaint and shall be handed in person to the grievant's supervisor who shall immediately acknowledge receipt and have the Grievance Form numbered. The immediate supervisor shall meet with the steward and grievant to discuss the grievance within ten (10) business days and render a written response to the grievance within ten (10) business days after the grievance is presented. If the grievance is not resolved at Step 1, the grievant shall indicate her intent to proceed to Step 2 on the Grievance Form and the employee's supervisor shall acknowledge this by initialing and dating the statement of intent to proceed. In those circumstances where securing the signature of the first level supervisor who is physically not available to sign would have adversely affected a timely submittal to the second level, the grievance will be submitted to the second level without such signature. A copy of the grievance shall subsequently be provided to the first level supervisor for such signature. The parties recognize that variations from the immediate supervisor, where mutually agreeable, may exist.

The Union is entitled to be present at any grievance meeting and any grievance settlement should not conflict with this Contract.

Step 2. Human Resource Manager

In the event the grievance is not resolved at Step 1, it shall be presented in writing by the Union to the Human Resource Manager of the Circuit Clerk's Office or his/her designee within ten (10) business days from the receipt of the answer or the date such answer was due, whichever is earlier.

Upon receipt of the written grievance at Step 2, the Human Resource Manager or his/her designee will schedule a meeting or hold discussions in an attempt to resolve the grievance within ten (10) working days of receipt of the grievance and shall issue a written opinion within ten (10) working days thereof.

Step 3. Circuit Court Clerk

If the grievance is still unresolved, it shall be presented by the Union to the Circuit Court Clerk, in writing, within ten (10) business days after receipt of the Step 2 response or after the Step 2 response is due, whichever is earlier.

Within ten (10) business days after receipt of the written grievance the grievant(s), a Union Staff Representative and/or a Union employee representative, the Circuit Clerk and/or authorized deputy or agent and anyone chosen to participate by the Circuit Clerk shall meet or hold other discussions in an attempt to solve the grievance unless the parties mutually agree otherwise. The Circuit Clerk or her authorized deputy or agent, except the Human Resource Manager, shall give his/her written response within ten (10) business days following the meeting.

If no meeting is held, the Circuit Court Clerk or her authorized deputy or agent, except the Human Resource Manager, shall respond in writing to the grievance within ten (10) business days of receipt of the grievance.

Step 4. Arbitration

If the grievance is still unsettled it may be presented to arbitration within fifteen (15) business days after receipt of the Step 3 response or the date the response was due, whichever is earlier. Upon request of either party, the parties may meet within fifteen (15) business days after receipt of request for arbitration for the purpose of conducting a pre-arbitration conference, to attempt to resolve the grievance in writing prior to arbitration. If the grievance remains unresolved or a pre-arbitration conference is not requested, representatives of the Employer and the Union shall meet to select an arbitrator. If the parties are unable to agree on an arbitrator within the fifteen (15) business days, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of three (3) arbitrators, taking turns as to the first strike. The person whose name remains

shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties.

Arbitration Procedures

Both the parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall be responsible for compensating its own representatives and witnesses. The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the Union and the Circuit Clerk.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall not amend, modify, nullify, ignore, add nor subtract from the provisions of the Agreement.

The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee or employees involved.

If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall pay for the cost of its copy.

Nothing in this Article shall preclude the parties from agreeing to use expedited arbitration procedures.

Section 3. Time Limits

- a) Grievances may be withdrawn at any step of the Grievance Procedure. Such withdrawal shall not constitute a decision on the merits of the grievance. Grievances not raised or appealed within the designated time limits will be barred.
- b) The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.
- c) Failure to respond within the time limits by the designated person shall automatically advance the grievance to the next step.

Section 4. Time Off, Meeting Space and Telephone Use

- a) Time Off: The grievant(s) and/or Union grievance representative will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. A grievant that is called back on a different shift or on his/her day off as a result of the Employer scheduling a grievance meeting shall have such time spent in the meeting considered as time worked. Witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation. No employee or Union representative shall leave his/her work to investigate, file or process grievances without first notifying and receiving permission from the Chief Human Resources Officer, or her designee, who will coordinate with pertinent team supervisors in the event employees are needed from more than one team, and such permission shall not be denied unreasonably. Employees attending grievance meetings shall be those having direct involvement in the grievance.
- b) Meeting Space and Telephone Use: Upon request, the employee and Union representative shall be allowed the use of an appropriate room so long as there is one available while investigating or processing a grievance; and, upon prior general approval, shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances. Such use shall not include any long distance or toll calls at the expense of the Employer.

Section 5. Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may by mutual agreement be filed at the appropriate advance step where the action giving rise to the grievance was initiated. Mutual agreement shall take place between the appropriate Union representative and the appropriate Employer representative at the step where it is desired to initiate the grievance.

Section 6. Pertinent Witnesses and Information

Either Party may request the production of specific documents, books, papers or witnesses reasonably available from the other party and substantially pertinent to the grievance under consideration. Such documents shall be deemed pertinent if they support or refute the issue(s) set forth in the grievance. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials. This paragraph is applicable to arbitration proceedings only.

ARTICLE 11.
DISCIPLINE AND DISCHARGE

Section 1. Discipline and Discharge

The parties recognize the principles of progressive and corrective discipline for just cause.

Disciplinary action or measures, which may be utilized, include only the following:

- Oral reprimand (shall be "oral-written")
- Written reprimand
- Suspension (notice to be given in writing)
- Discharge (notice to be given in writing)

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.

Employees shall be notified of all disciplinary actions or measures taken against them. The Employer shall provide the Union with a copy of any disciplinary action by submitting a copy to the Union Steward or Representative designated by the Union.

Nothing in this Article shall prohibit the Employer from imposing discipline, which is commensurate with the severity of the offense.

Section 2. Pre-Disciplinary Meeting

For discipline other than oral and written reprimands, prior to imposing the contemplated discipline on the employee, the Employer shall meet with the employee involved and inform the employee of the contemplated discipline and the reason thereof. The Union will be notified by the employer that it wishes to hold a pre-disciplinary meeting. The employee shall be informed of his contract rights to Union representation and it shall be provided, if requested by the employee. The employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline provided the Union representative is available within twenty-four (24) hours of notification. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings, provided the Union representative is available to attend the meeting within twenty - four (24) hours after notice.

If the Employer determines that there is evidence or reasonable suspicion that an employee has committed a serious or flagrant offense or one which could have a detrimental impact on the morale of the Office or to the integrity of its operations, at Employer's discretion, an employee may be placed on administrative leave with or without pay. The Employer will verbally notify the Union immediately upon placing an employee on administrative leave and will notify the Union in writing within two (2) business days. If the employee desires to contest being placed on administrative leave, he or a Union representative shall give written notice thereof to the Employer within five (5) business days of the commencement of the leave. In such event, the dispute shall be submitted and processed under the grievance procedure as set forth in Article X of this Agreement commencing at Step 3.

Section 3. Investigatory Interviews

Where the Employer desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Employer agrees to first inform the employee that the employee has a right to Union representation at such interview. If the employee desires such Union representation, no interview shall take place without the presence of a Union representative. The role of the Union representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant, provided the Union representative is available within twenty-four (24) hours of notification.

Section 4. Removal of Discipline

Records of communication and records of discipline (oral written and/or written) other than suspensions shall be removed from the employee's personnel file during the annual audit of the employee's personnel file, if one year passes from the date of the offense or communication without the employee receiving discipline for the same offense. The Employer will however remove the records of communication and record of discipline (oral written and /or written) sooner than the annual audit if requested by the employee in writing if one year passes from the date of the offense without the employee receiving discipline for the same offense.

ARTICLE 12.
PERSONNEL FILES

Section 1. Personnel Files

The Employer shall keep a central personnel file for each employee within the bargaining unit. The Employer is free to keep working files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee.

Section 2. Inspection

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

- (a) Such an inspection shall occur within five (5) business days following receipt of the request. The Employer or his/her designee may be present during such inspection;
- (b) Such inspection shall only occur during daytime office staff working hours Monday through Friday upon written request;
- (c) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein;
- (d) Upon written authorization by the requesting employee, that employee may have a representative of the Union present during such inspection;
- (e) Pre-employment information, such as reference reports, or information provided the Employer with a specific request that it remain confidential, or other information excluded under the Personnel Record Review Act, shall not be subject to inspection or copying.

Section 3. Notification

Employees shall be given notice by the Employer when any materials are placed in their personnel file except those of a routine, clerical nature.

Section 4. Limitation on Use of File Material

It is agreed that any material not available for inspection, such as provided in Section 1 and 2 above, shall not be used in any manner or any forum adverse to the employee's interest.

Section 5. Personnel Record Correction

If the employee disagrees with any information contained in the personnel record, a removal or correction of that information may be mutually agreed upon by the employee and Employer. If there is not a mutual agreement the employee may submit a written statement explaining the employee's position, which shall be attached to the employee's personnel record.

ARTICLE 13.
EMPLOYEE DEVELOPMENT & TRAINING

Section 1. Orientation

The Employer and the Union recognize the need for the training and development of employees in order that services are efficiently, effectively and accurately provided and the employees are afforded the opportunity to develop their skills and potential. The Employer shall provide employees with reasonable orientation with respect to current procedures, methods, and techniques normally used in such employees' work. Materials to be referenced are the Employee Handbook, SOPs, videos, and training handouts. The Employer and the Union recognize the importance of their participation in improving procedures, methods and techniques as set forth in Policy 98-15 of the Circuit Court Clerk's Handbook.

The Employer shall provide necessary training. To improve the training program in the Circuit Clerks Office, task forces (including supervisors and deputy clerks from each team) will be set and meet monthly or as needed on the following:

A.) Review team SOPs to keep them current

B.) Tests will be written for each SOP by the supervisor.

The SOPs and tests will be used for training and review purposes to ensure proper methods are followed when an employee is trained or cross-trained.

The Employer encourages employees to inform their supervisor if they believe that the training they have received is insufficient or that additional training would assist them in performing their job. Such suggestions by the employee should be as specific as possible. Employee-specific training concerns which are not satisfactorily addressed by the Chief Human Resources Officer may be raised with the Chief Deputy Clerk. General team and office-wide training issues may be addressed at Labor Management Committee Meetings.

Section 2. Training and Seminar Payment

The Employer shall pay for the cost of a seminar or training class, which is required of an employee. The Employer will reimburse the employee for the employee's cost for food, lodging and transportation in accord with the provisions and limitations set forth in the Circuit Clerk Handbook.

Section 3. Training Program

Kane County has a continuing education tuition reimbursement program. The Circuit Clerk participates in this program as long as it continues.

ARTICLE 14.
LABOR-MANAGEMENT COMMITTEE

Section 1. Labor Management Committee Meetings

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) business days in advance by either party by placing in writing a request to the other for a labor-management committee meeting and expressly providing the agenda for such meeting. If there is no agenda prepared and submitted by the requesting party, there shall be no meeting. Either party may add to the agenda no later than three (3) days prior to the scheduled meeting date, unless otherwise mutually agreed. In no event shall an employee be entitled to overtime compensation for participation in a Labor-Management Committee meeting. The Union shall designate up to six (6) employees, which shall consist of no more than one (1) representative from each team. The Employer shall designate up to four individuals to attend the meeting. The substance of these meetings shall include the subjects listed on the agenda, and those otherwise mutually agreed upon, which may include discussion of:

- (a) The implementation and general administration of this Agreement and policies and procedures of the Office;
- (b) A sharing of general information of interest to the parties;
- (c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer, which may affect employees.
- (d) All monies being transported from the courts.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement.

To effectuate the purposes and intent of the parties, both parties agree to meet monthly unless mutually agreed otherwise. Meetings shall be held at the Employer's office and shall be limited to two (2) hours.

Section 2. Integrity of Grievance Procedure

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure and shall not be used to address personnel issues, which are pertinent only to one member of the collective bargaining unit. Employees may address personnel issues, which are pertinent only to one member of the collective bargaining unit, which are not grievances or disciplinary matters, with the Human Resource Manager. The employee may be accompanied by a Union Representative at such meeting. Such discussions may take place during an employee's regular working hours, but in no event may the employee or the Union Representative be paid overtime.

Section 3. Union Representative Attendance

When absence from work is required to attend labor-management committee meetings, employees shall, before leaving their workstation, give at least five business days advance notice to and receive approval from their supervisor in order to remain in pay status. Such approval shall not be unreasonably withheld and shall be withheld only when the Employer determines that office productivity will be adversely affected in which case an alternate employee may be chosen to participate.

ARTICLE 15.
HOLIDAYS

Section 1.

All employees shall receive holidays approved annually by the Chief Judge for court-related offices of Kane County which currently are those listed in Appendix C attached hereto. Additional time off will be granted for all other days designated by the Employer as non-working days.

Section 2.

Regular full-time employees shall receive a full day's pay for the scheduled holiday. However, when an employee takes an unscheduled/unexcused day off for any reason before or after a holiday, the employee will not be paid for the holiday, except if the employee provides a doctor's note. If an employee comes to work either the day before or day after a holiday and it is apparent to the Employer that the employee needs to leave work due to illness, the employee will not have to provide a doctor's note.

Section 3.

Regular part-time employees shall receive pay proportionate to the average number of hours normally worked for the scheduled holiday (i.e., normally work four (4) hours a day, shall receive four (4) hours pay).

Section 4.

When a scheduled holiday occurs during a scheduled Paid Time Off, an additional day of Paid Time Off will be allowed.

Section 5.

Normally, employees shall not be scheduled or called in to work on holidays. In the event they are called in to work on a holiday, employees shall either be paid double time or may choose another day to replace the holiday. The employee(s) must choose either option at the time the employee(s) agrees to work on the holiday. This article does not apply to weekend and holiday bond call, Article 26, Section 7.

ARTICLE 16.
PAID TIME OFF

Section 1. Accrual

Paid Time Off (PTO) Days

- A.** On December 1 of each year, employees will be credited with eight (8) PTO (Paid Time Off) days.

A new employee shall be credited with the appropriate number of PTO days for remainder of the year immediately following their six (6) month probationary period. (i.e. six months left in the fiscal year, the employee would be credited with four (4) PTO days). If any employee terminates prior to November 30th of the current year and has used PTO days that were not yet earned, pay for days used will be deducted from the final paycheck. Though each employee is credited with the eight (8) PTO days on December 1st of each year, the accrual rate is 5.0 hours each month (.6666 of a day) for each month the employee works for the current fiscal year.

- B.** PTO is also calculated from the first of the month in which the last date of hire occurred. All employees shall earn PTO in accordance with the schedule below. Part-time employees shall receive PTO proportionate to the average number of hours worked. Employees shall accumulate PTO based on countywide seniority (original hire date). After six (6) months of employment with the Employer, employees may borrow five days of PTO from their second year. If an employee terminates prior to the first anniversary and has used PTO days after the training and probation period, pay for days used will be deducted from the final paycheck.

- (a) At completion of 1 year -- 10 PTO days
- (b) At completion of 5 years -- 15 PTO days
- (c) At completion of 15 years -- 20 PTO days

Section 2. Use

Any PTO days may be used for an employee being sick, for a family illness, vacation or as needed for any other time off. A total of twelve (12) PTO days from may be taken in increments of not less than one half (½) day at a time.

PTO days must be requested in writing, using the "Request for Time Off" form. The request must be submitted to the employee's immediate supervisor for approval at least two (2) business days in advance unless the employee is calling in absence. Upon their return, they must submit a

written "Request for Time Off" form for the day(s) taken and stating the time off was used for a personal or family illness as stated in Article 17 Section 1.

PTO days may be used in conjunction with funeral days or for a death if the death is not included in the listing of what immediate family members allows provided adequate staffing and continuity of work scheduling is not adversely affected and upon approval of the team supervisor. Per Article 19, section 10, Immediate family members (including step, foster and adopted) are defined as including the employees children, father, mother, current spouse, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. Also, immediate family includes the employee's current spouse and the spouse's grandchildren.

Beginning December 1, 2008 an employee is allowed to carry over up to three (3) PTO days that were earned from their anniversary date of the current year and if it was not used by their anniversary date of the current year. Any other remaining PTO days earned from their anniversary date will be lost and forfeited. The total maximum allowed in any rollover from in any year is three (3) PTO day.

Section 3. PTO Schedules

PTO time shall be scheduled by team.

Open Enrollment: From December 1st to December 15th of each year, there will be a period of open enrollment in which to request PTO for the following January 1 through December 31. Employees may submit up to a maximum of three (3) requests for consecutive days of paid time off (to a maximum of two (2) weeks per request), only one of which may be requested in conjunction with a holiday. Employees submitting more than one (1) request shall prioritize their requests. The Employer shall grant paid time off requests by rotation in order of seniority until all requests have been granted or denied. If the Employer is unable to grant an employee's first request, then the Employer will grant or deny the next request by priority until all requests are exhausted. Once a PTO period is approved and scheduled, the employee will be allowed to take that PTO, even if transferred and a scheduling conflict develops. To break a tie between employees hired on the same date within a team, the employees shall draw lots.

PTO period requests other than as described above shall be granted on a first-come, first-granted basis. PTO will be scheduled with prime consideration given to the efficient operation of the team and the office.

Employees will be limited to two (2) extended holiday weekends in a calendar year, only one (1) of which may be requested during open enrollment. This limitation may be waived if the holiday weekend has not been previously scheduled three (3) weeks prior to the date of the holiday. Whenever a holiday occurs within a period that an employee takes PTO, that holiday will count as one (1) holiday occurrence. However, if the employee is on PTO and two (2) holidays (which

are not consecutive) occur during their time off, it counts as two (2) holiday occurrences. (E.g. an employee is off 2/12/07 thru 2/20/07, this counts as two (2) holidays since both 2/12/07 and 2/20/07 are holidays, which occur during their PTO). Note: If an employee is off on a pre-approved time off request for a half (½) PTO day in the a.m. following or in the p.m. before a Holiday, it does count as one (1) of their extended holidays.

To assure adequate staffing and continuity of work scheduling, no more than two (2) consecutive weeks of PTO may be taken, irrespective of the number of weeks of PTO to which that employee may be entitled. At least two (2) weeks must elapse between PTO periods for those employees entitled to more than two (2) weeks of PTO.

In an unforeseen emergency, when adequate office staffing cannot be assured, when continuity of work scheduling, office efficiency, productivity or service to the court or to the public will be adversely affected, the right is reserved to the Employer to cancel a PTO already approved and scheduled. The Employer will not cancel a previously approved PTO if the employee has already incurred verifiable expenses.

Because of the nature of Court work, it may be necessary to limit the number of employees taking PTO during a particular period or at the same time. In teams having ten (10) or more staff members, up to two (2) people may be on PTO at the same time. In teams having less than ten (10) staff members, only one (1) person may be on PTO at a time. In teams having eighteen (18) or more staff members, up to three (3) people may be off at the same time. In teams having twenty-eight (28) or more staff members, up to four (4) people may be off at the same time. These will not include any employees on any authorized leave. PTO requests for time off following a four-day holiday weekend may be denied or limited. These provisions may be modified by the Employer dependent upon operational circumstances. If any employee's PTO time is denied because of staffing levels in the team, the employee may fill out a waiver and the final decision will be that of the Circuit Clerk or her designee in her absence. Half (½) PTO days are counted towards the allotted number of people off in one team.

Section 4. Separation Pay

Employees, or in case of death, their estate, shall be compensated for unused PTO earned upon separation. If an employee terminates prior to the first anniversary and has used PTO days after the training and probation period, pay for days used will be deducted from the final paycheck.

Section 5. Conversion of Sick Days (Pre-1989 sick day bank only)

The Pre-1989 sick day bank may be converted into PTO days on a three-to-one basis up to a maximum of fifteen (15) Pre-89 sick days for a maximum five (5) PTO days in any one (1) year.

Section 6. Holidays

When a scheduled holiday occurs during a scheduled PTO, an alternate day of PTO will be allowed. However, when an employee takes an unscheduled/unexcused day off for any reason before or after a holiday, the employee will not be paid for the holiday, except if the employee provides a doctor's note. If an employee comes to work either the day before or day after a holiday, and it is apparent to the Employer that the employee needs to leave work due to illness, the employee will not have to provide a doctor's note.

Section 7. Vacation Pay

All PTO leave will be paid at the regular rate based on the length of the employee's normal workday.

Section 8. PTO Days Abuse Sanctions

The Employer shall not discipline an employee for legitimate use of PTO days. For the purposes of the provisions contained in this Article, "abuse" of PTO days is the utilization of such for reasons other than those stated in this Article.

Upon sufficient evidence of the abuse of such PTO days, the employee shall not be paid for the time off.

In addition, abuse of PTO days may subject the employee to disciplinary action pursuant to the terms of this Agreement. All employees agree to cooperate fully with the Employer in verifying illness, and shall provide reasonable proof of illness upon request if the Employer has reasonable grounds to suspect abuse.

ARTICLE 17.
EXTENDED LEAVE

Section 1. Extended Leave

Extended sick leave is intended to provide employees with protection during periods when they are under a doctor's care at home or are hospitalized, and have depleted 5 PTO days when used for sick time off and as stated in the last paragraph of this section. Additionally, employees may use up to three (3) extended sick days during a fiscal year to care for immediate family members living at the same residence as the employee or to care for immediate family members not living at the employee's residence for whom the employee has legal guardianship or power of attorney, provided the employee must have depleted five (5) PTO days for sick time off and must present a doctor's note to support the request for extended sick leave. For the purposes of this paragraph, "immediate family member" shall mean an employee's current spouse or domestic partner, and adopted, biological, foster and step son or daughter, and biological, adoptive, in-law or step father or mother. To be eligible for the extended sick leave the employee must willingly supply the proper documentation on the request for time off form of using PTO day(s) for a sick day. The Employer will log the PTO days used as sick days in order for the employee to utilize the extended sick leave per this Article. The Employer will not go back and change any time off requests after the employee submits the request form when used as sick days. Extended sick leave is to be used during periods of personal injury, illness or maternity until IMRF Disability benefits begin. The IMRF disability benefit is payable after 30 calendar days of disability and is equal to 50% of the employees average monthly earnings during the preceding 12 months.

Eligible employees will be credited with one (1) day of extended sick leave per month after the completion of six (6) months of continuous County employ. Unused extended sick leave will carry over from year to year and may accumulate to a maximum of 240 days.

No payment for unused extended sick leave is made at termination. Retiring employees under IMRF qualify for up to one (1) year of additional pension service for unused extended sick leave at the rate of one month for every twenty days or fraction thereof (1:20). To qualify for this pension credit, the effective date of the pension must be within sixty (60) days of termination. This additional pension service credit provision applies solely to employees retiring with an IMRF pension. Converted extended sick leave cannot be used to meet the requirements of a minimum of eight (8) years for an IMRF pension or 35 years for a non-discounted pension under age 60.

Employee's, who are off ill for three or more days with a doctor's note, may use their extended sick days prior to using their PTO days. An employee may use their extended sick days if they have depleted 5 PTO days as stated in Section 1 of this Article above and have a required doctor's slip to support the request for extended sick leave.

Section 2. Pre 1989 Sick Days and Post 1989 Restricted Reserve Days

- a. Sick or Funeral Leave Earned Previous to December 1, 1989 - Employees who have earned and accumulated sick time under the policy existing prior to December 1, 1989 shall be required to use that time prior to utilization of the extended leave provided for in Section 2 above.

Pre-1989 days may be used for funeral leave, maternity leave or may be converted three (3) for one (1) for vacation time. Upon termination of employment, whether voluntary or involuntary, an employee may be paid at a conversion rate of three (3) for (1) and upon retirement full payment when receiving an IMRF pension.

- b. Extended Sick Leave Earned After December 1, 1989 - Employees who have earned and accumulated extended sick leave under the policy in effect after December 1, 1989 shall be required to use that time prior to utilization of the extended leave provided for in Section 4 above.

Extended sick leave earned after December 1, 1989 is intended to provide employees with protection during periods when they are under a doctor's care at home or are hospitalized. Extended sick leave is to be used during periods of personal injury, illness or maternity until IMRF Disability benefits begin.

Section 3. Sick Days Abuse Sanctions

The Employer shall not discipline an employee for legitimate use of extended sick days. For the purposes of the provisions contained in this Article, "abuse" of extended sick days/leave is the utilization of such for reasons other than those stated in this Article.

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave.

In addition, abuse of sick leave may subject the employee to disciplinary action pursuant to the terms of this Agreement. All employees agree to cooperate fully with the Employer in verifying illness, and shall provide reasonable proof of illness upon request if the Employer has reasonable grounds to suspect abuse.

Section 4. Procedures

No employee will be permitted to take pay for extended sick days if they have not yet been earned. Extended sick days shall be paid at full pay at the current rate of compensation.

Extended sick days may be utilized as stated in this Article by employees when they are sufficiently ill so that good judgment would determine it best not to report to work or in the event of injury not arising out of or in the course of their employment. All foreseeable leave for such purposes shall require a reasonable specific prior notification.

The Employer or any authorized supervisor may direct an employee who appears ill to leave work to protect the health of other employees. Compliance with such an order will not be charged to sick leave for the first day. An employee may grieve suspected abuse of this paragraph.

An employee shall be paid sick leave equivalent to the normally scheduled straight time day.

The Employer shall maintain a record of sick leave accrual, sick leave taken, and the balance of sick leave allowance available for the individual employees.

ARTICLE 18.
MISCELLANEOUS PROVISIONS

Section 1. Use of Feminine Pronoun

The use of the feminine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the feminine pronoun includes the masculine pronoun as well.

Section 2. Definition

Whenever the term Employer or Circuit Clerk is used in this Agreement, it shall mean the Employer or the Circuit Clerk or her authorized deputy or agent.

Section 3. Notification of Leave Balance

Employees will be given a written statement of Paid Time Off time upon written request. This information may be accessed at any time by any employee upon verbal request to the Chief Human Resource Officer or the Administrative Assistant.

Section 4. Evaluations

The Union and the Employer encourage periodic evaluation conferences between the employee and supervisor. A written evaluation done by the supervisor is required at least once a year and it will be discussed with the employee. The employee will be given a copy upon completion. The employee will sign the evaluation, as recognition of having read it but such signature shall not constitute agreement with the evaluation. The original will be placed in the employee's file. The employee shall be entitled to submit written comments regarding his/her evaluation and such written comments shall be attached to the evaluation in the employees personnel file.

Employees are not entitled to Union representation at performance evaluations. The Employer will not impose discipline at performance evaluations.

Section 5. Copies of the Agreement

Each employee covered by this Agreement shall have access to view and print this Agreement from the office Wiki.

Section 6. Meeting Place

All meetings or hearings or other proceedings to which the parties have control over the meeting place shall be held in the Employer's office in Kane County, Illinois. This provision shall not apply to Union meetings, which shall not be held in the Employer's office.

Section 7. Job Descriptions

Job descriptions for all bargaining unit positions, which shall include principal duties and responsibilities, shall be made available to all employees for viewing and printing on the office Wiki. When requirements are revised and the duties and responsibilities remain essentially unchanged, incumbents in these positions who qualified under previous requirements for the class shall be considered qualified.

Section 8. Automobile Used on Office Business

Employees shall receive the full amount of mileage allowed under Section 2-72 of the Kane County Code, or as amended, while using their own vehicle on office business.

Section 9. Secondary Employment

The Employer recognizes the need for some employees to secure secondary employment in order to meet today's financial burdens. While not discouraging secondary employment, the Employer also recognizes there are certain secondary occupations, which are a conflict of interest with the duties that employees of the office are required to perform. (I.e. process server, preparing legal documents (705 ILCS 110/1), research companies, attorney's offices and other agencies that interact with the court).

Section 10. Employee Recognition Program

The Union acknowledges the Employer's right to institute an "Employee Recognition Program" whereby employees may be recognized for excellence in job performance at the team and office-wide levels. Any award made pursuant to the "Employee Recognition Program" shall not be subject to the Grievance Procedure set forth in Article 10 of this Agreement. The "Employee Recognition Program" may be discontinued or terminated at any time at the sole discretion of the Employer.

Section 11. Union Communication

The Union shall communicate in writing to the Employer any changes in their executive committee and stewards within five (5) business days after such changes occur.

Section 12. Employee Blood Donations

Full time employees with at least six (6) consecutive months of service are allowed one (1) hour of leave with pay every 56 days to participate in blood donation. Employees must give a 15-day advance notice to the appropriate department head or elected official that they wish to take the leave. A written certification from the blood bank or hospital is required to verify the date of the blood donation.

ARTICLE 19.
LEAVES OF ABSENCE

Section 1. Policy

Leaves of absence may be granted to maintain continuity of service and to protect the employer-employee relationship in instances where circumstances require an employee's absence. Leaves are granted based on each individual case and at the discretion of the Employer. Leaves of absence are without pay, except where specifically provided. The Employer may require an employee to use accrued time off during a leave of absence. A leave of absence shall be granted consistent with applicable state and federal laws.

A leave of absence will not be granted for the purpose of trying another job. Failure to return at the end of an approved leave may result in termination. An employee that has been granted a leave of absence is NOT permitted to engage in employment outside of their position with the Employer without the express approval of the Employer.

Employees on a leave of absence (maternity, personal illness, etc.) that exceeds 5 weeks, must contact the Human Resource Manager three weeks prior to their return date with the status of the leave and to confirm their expected return date.

Section 2. Eligibility

Employees may be eligible for a leave of absence if they have worked for at least 12 months and for at least 1,250 hours during the year preceding the start of the leave of absence. (This eligibility requirement does not apply to Military and Worker's Compensation leave). Eligibility and entitlement to leaves of absence shall be determined in accordance with the provisions of applicable state and federal law.

Subject to the policy statement above, employees may be eligible for up to 12 workweeks of leave a year which is based on a rolling 12 month period measured backward from the first date leave is used. In other words, each time an employee takes a leave, the remaining leave for which the employee may be eligible would be any balance of the 12 workweeks, which has not been used during the immediately preceding 12 months.

Employees must give a 30-calendar day advanced notice of the need to take a leave of absence when it is foreseeable. Foreseeable leaves include, but are not limited to, maternity leave, placement leave, military leave, educational leave, personal leave or planned medical treatment leave. Where it is not possible under the circumstances to provide advance notice, notice must be given as soon as possible.

Section 3. Types of Leaves of Absence

(A) Family and Medical Leave:

Eligible employees may be granted up to twelve (12) workweeks for a family or medical leave of absence under the provisions of the Family and Medical Leave Act ("FMLA") for one or more of the following reasons:

1. Birth Leave - for birth of a child of an employee and to provide care for the child following birth.
2. Placement Leave - for placement of the child with an employee for adoption or foster care.
3. Personal Illness - for a serious health condition when an employee is unable to perform their job.
4. Family Illness - for an employee to care for their son, daughter, spouse or parent who has a serious health condition.
5. Because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is a covered military member on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.
6. To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the service member.

ELIGIBILITY

Employees may be eligible for a leave of absence if they have worked for at least 12 months and for at least 1,250 hours during the year preceding the start of the leave of absence.

EXPIRATION OF ENTITLEMENT

Subject to the policy statement above, employees may be eligible for up to twelve (12) workweeks of leave a year which is based on a rolling twelve (12) month period measured backward from the first date leave is used. In other words, each time an employee takes a leave, the remaining leave for which the employee may be eligible would be any balance of the twelve (12) workweeks, which has not been used during the

immediately preceding twelve (12) months. (For example: If any employee takes 8 during the past 12 months, an additional 4 weeks of leave could be taken. If an employee used 4 weeks beginning February 1, 1998, 4 weeks beginning June 1, 1998 and 4 weeks beginning December 1, 1998, the employee would not be entitled for any additional leave until February 1, 1999. However, on February 1, 1999 the employee would be entitled to 4 weeks of leave, on June 1, the employee would be entitled to 4 additional weeks, etc.).

Service Member Family Leave - An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member shall be entitled to a total of 26 work weeks of leave during a single 12-month period to care for the service member.

Combined Leave Total - During the single 12-month period described in the preceding paragraph, an eligible employee and spouse who both work for the County shall be entitled to a combined total of 26 work weeks of leave for the birth or placement of a child, for the personal illness of the employee, for a family illness or to care for the covered service member.

Leave Taken Intermittently or on a Reduced Schedule - Leave for the birth or placement of a child may not be taken by an employee intermittently or on a reduced leave schedule unless the employee and the Employer agree. Leave in order to care for a spouse, son, daughter or parent with a serious health condition or because of an employee's serious health condition or to care for a covered service member may be taken intermittently or on a reduced leave schedule when medically necessary.

Foreseeable Leave

- for the birth or placement of a child - When the necessity for leave is foreseeable based on an expected birth or placement, the employee shall provide the Employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave, except that if the date of the birth or placement requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.
- in order to care for a spouse, son, daughter or parent with a serious health condition or because of an employee's serious health condition or to care for a covered service member - When the necessity for leave is foreseeable based on planned medical treatment, the employee:
 - (a) shall make a reasonable effort to schedule the treatment so as not to unduly disrupt office operations, subject to the approval of the health care provider of the employee, son, daughter, spouse or parent, as appropriate, and
 - (b) shall provide the Employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intent to take leave, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

- in any case in which the necessity for leave due to active duty of the family member is foreseeable, the employee shall provide such notice to the department head as is reasonable and practicable.

A request for a leave of absence shall be supported by a complete and sufficient medical certification issued by the health care provider of the eligible employee, or of the son, daughter, spouse or parent of the employee, or of the next of kin of an individual in the case of service member family leave. The Employer via a human resources professional or a management official may contact the health care provider for purposes of clarification and authentication of the medical certification after the employee has been given an opportunity to cure any deficiencies in the certification.

In any case in which the Employer has reason to doubt the validity of the certification provided, the Employer may require, at its expense, that the employee obtain the opinion of a second health care provider designated or approved by the Employer. Pending receipt of the second medical opinion, the employee is provisionally entitled to the benefits of leave to the extent provided under the FMLA. If the certifications do not ultimately establish the employee's entitlement to FMLA leave, the leave shall not be designated as FMLA leave and may be treated as paid or unpaid leave under the Employer's established leave policies.

The first time an employee requests leave because of a qualifying exigency arising out of the active duty or call to active duty status of a covered military member, the Employer may require the employee to provide a copy of the covered military member's active duty orders or other documentation issued by the military that indicates that the covered military member is on active duty or call to active duty status in support of a contingency operations, and the dates of the covered military member's active duty service. Unless otherwise permitted by law, this information need only be provided once, unless a different active duty or call to active duty status occurs.

As a condition of restoring an employee whose leave was occasioned by the employee's own serious health condition that made the employee unable to perform the employee's job, the Employer may require the employee to obtain and present certification from the employee's health care provider that the employee is able to resume work. An employee has the same obligation to participate and cooperate in the fitness for duty certification process as in the initial certification process.

Upon return to work from a family or medical leave, the employee will be restored to their original or equivalent position, which involves the same or substantially similar duties and responsibilities with equivalent pay, benefits and other terms and conditions of employment.

All aspects of FMLA leaves of absence shall be governed by the provisions of the FMLA and the regulations promulgated thereunder. The Employer shall exercise its discretion in connection with FMLA leaves of absences in accordance with the FMLA and all applicable regulations. To the extent the provisions of this Article conflict with the provisions of the FMLA or the regulations promulgated thereunder, the provisions of the FMLA and such regulations shall prevail.

(B) Military Leave:

Eligible employees will be granted military leaves with or without pay in accordance with all applicable state and federal laws. For all Military Leaves, employees should provide the Human Resource Manager with a copy of their written orders, as practicable, including any subsequent changes, within the time limits prescribed by law. If an employee is applying for differential pay, the employee should provide the Human Resource Manager with the amount of his/her base pay prior to the leave. If an employee desires to use benefit time during the leave, the employee should also notify the Human Resource Manager prior to the leave. Upon completion of military service, a copy of the employee's Leave and Earnings Statement verifying the duration of the employee's military service and base pay must be provided to the Human Resource Manager by the employee.

(C) Family Military Leave: Eligible employees will be granted 30 days of unpaid military leave during the time Federal and State deployment orders are in effect. Employees are required to give at least a 14 days' notice of the intended date upon which the family military leave will commence if leave will consist of 5 or more consecutive work days. The leave may not be taken if the employee has not exhausted all accrued vacation leave, personal leave, compensatory leave, and any other leave that may be granted to the employee, except sick leave and disability leave. The employee must consult with their supervisor to schedule the leave so as not to unduly disrupt the operations of the employer.

For all Family Military Leaves, employees should provide their supervisor with a copy of the written orders.

(D) Personal Leave: May be granted or denied by the Circuit Clerk or Designee based on the facts of each individual case. The reason for this type of leave must be of a nature involving a serious family problem, or some similar circumstance. Personal leaves are governed in the same manner as any other type of leave. The guidelines listed under Section 4, Rules and Regulations of this policy must be adhered to in all cases. Every effort will be made to place the employee returning from this type of leave to the same or substantially similar position.

(E) Educational Leave: May be granted or denied by the Circuit Clerk or Designee without pay to eligible employees who wish to continue their education provided the course of study is beneficial to the Employer. Every effort will be made to place the employee returning from this type of leave to the same or substantially similar position.

(F) **Workers' Compensation Leave:** All employees experiencing an occupational disability due to an accident or illness arising out of and in the course of their employment may be placed on a Worker's Compensation Leave. Participating employees should apply for IMRF Disability Benefits if eligible (See Workers' Compensation). Every effort will be made to place the employee returning from this type of leave to the same or substantially similar position.

(G) **Victim's Economic Security and S Act (VESSA) Leave** – An employee who is a victim of domestic or sexual violence or who has a family or household member who is a victim of domestic or sexual violence may take up to a total of 12 workweeks of leave from work during any 12-month period to address the domestic or sexual violence, as detailed in VESSA. This may include seeking medical attention or counseling for injuries or psychological trauma, obtaining victim services, relocating, seeking legal assistance or participating in a related court proceeding. Neither, this section nor VESSA creates additional rights for an employee to take leave that exceeds the unpaid leave time under, or is in addition to unpaid leave time permitted by, the federal Family and Medical Leave Act of 1993.

Notice and Certification – The employee shall provide the Employer with at least 48 hours advance notice of the employee's intention to take a leave under VESSA, unless providing such notice is not practicable. The Employer may require the employee to provide certification to the Employer. When an unscheduled absence occurs, the employee shall provide notice as soon as possible, and shall provide certification to the Employer in accordance with the provisions of VESSA.

(H) **School Visitation Leave** – Eligible employees that have been employed for at least six (6) consecutive months may take up to a maximum of eight (8) hours during any school year to attend school conferences or classroom activities related to the employee's children if the conference or classroom activities cannot be scheduled during non-work hours. An employee may not take more than four (4) hours of school visitation leave in one day, and the leave may be taken if the employee has not exhausted all accrued paid time off or any other type of leave, except for sick or disability leave. The employee must provide their supervisor with at least 7 days advance notice in emergency situations, no more than 24 hours notice is required. The employee must consult with their supervisor to schedule the leave so as not to unduly disrupt the operations of the Employer.

Section 4. Rules and Regulations

(A) The Employer may require that an employee requesting any type of leave designate that accrued sick days, accrued vacation and if applicable, personal days and compensatory time be used during the leave of absence.

(B) Duration of Leave The time off for any kind of leave(s) may not total more than six

(6) months within any twelve (12) month period.

(C) Extended Leave of Absence Any leave over twelve (12) workweeks in duration is considered an extended leave of absence. Employees in this extended period must contact the Employer at least 30 calendar days prior to their expected return to work. Every effort will be made to place the employee returning from an extended leave to the same or substantially similar position.

(D) Health Care Coverage During a Leave of Absence Group hospitalization coverage will continue for up to 6 months. The employee portion of the payment for this coverage must be received in the Human Resources office no later than the 1st of each month during the leave of absence. A limited continuation option is available to eligible employees after this period under COBRA, a limited extension of health insurance coverage.

(E) Vacation, Sick Pay Benefits and Holiday Pay Sick pay credit and vacation time will not continue to accrue after the last day paid on any authorized leave of absence. Employees will be paid for holidays, which fall during the period they are receiving pay from the Employer. The use of any leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Section 5. Procedure

1. A "Request for Leave of Absence" form should be completed by the employee defining the reason for the leave, its duration, and the amount of vacation and sick pay to be used during the leave (if any).
2. This request should be submitted to the Human Resource Manager, who, after recommending approval or disapproval to the Employer, distributes the form according to the routing indicated.
3. A medical certification and/or fitness for duty report is required upon commencing and returning from a family and medical leave or workers' compensation leave. Employees must provide medical certification within 15 calendar days of the request. Medical re-certification may be required at the Employer's expense.

Section 6. IMRF Leave of Absence Authorization and Disability Benefits

(A) Employees who have a medical certification of a disability, which may extend for 30 calendar days or more, could be eligible for disability benefits under the Illinois Municipal Retirement Fund. To be eligible, an employee must have 12 months or more of service credit with IMRF. Pregnancy is included as a disability under IMRF if the employee is eligible and claims should be submitted in the same manner as other disability claims. The Kane County Human Resource Department should be contacted for the forms for application.

(B) Employees participating under IMRF and on a leave of absence without pay from the Circuit Clerk's office or disability pay under IMRF (i.e. family illness, placement leave) will not be protected for death or disability benefits during the unpaid period. A Benefit Protection Leave of Absence Authorization should be filed with IMRF before the leave commences. Death and disability benefits are reinstated immediately upon returning to work. Employees may establish service credits for retirement (not to exceed 12 months) for this leave by paying the employee contributions, which would have been paid if actually working, plus interest. The County Board must approve the acceptance of employer paid IMRF obligations. Forms are available in the Kane County Human Resource Department.

Section 7. Worker's Compensation

The Worker's Compensation law provides protection for employees experiencing occupational disabilities through accidents or by exposure to disease arising out of and in the course of employment.

(A) When an employee suffers an on-the-job injury or exposure, even though no medical attention is required, a "Report of Injury" form must be completed by the Employer and sent to the Human Resource Department as soon as possible. If medical attention was required as a result of the injury or exposure, a claim will then be filed with the insurance administrator.

(B) All expenses involved with the treatment of the exposure or injury are covered by the Illinois Worker's Compensation Act (hereinafter referred to as "The Act"). The Act provides payment of sixty-six and two-thirds of the employee's wages for lost time at work after a three-day waiting period. If the employee is off work for more than fourteen days because of a job related injury or exposure, and then the employee will be compensated for the waiting period. In addition to this partial payment of wages pursuant to the Act, employees with more than one year of service with the County will also receive a minimal amount of disability through IMRF.

The Employer, in addition to compliance with the Act, shall pay an additional one third of the average weekly wage to employees for the first thirty days that the employee is totally disabled. This is a voluntary payment by the Employer and by accepting such payments; employees shall recognize and will assist the Employer in enforcing its subrogation rights.

Section 8. Jury Duty

Court leave shall be granted to employees who are called to Jury Duty. Time away from work with pay shall be granted for such purposes. All compensation received for jury duty shall be remitted by the employee to the County Auditor, to be returned to the County Treasurer from which the original payroll warrant was drawn. If an employee is not picked for jury duty, the employee is to report back to work to finish their seven and one half hour (7 ½) workday. (jury

duty begins at 8:30am, so the employees work day would begin at 8:30am when called for jury duty)

Section 9. Subpoena/Witness

Court leave shall be granted to employees who are required to be absent from work because of subpoena from any legislative, judicial or administrative tribunal. Time away from work with pay shall be granted for such purposes. All compensation received for appearing in court shall be remitted by the employee to the County Auditor, to be returned to the County Treasurer from which the original payroll warrant was drawn. The Employer feels that by volunteering to appear as a witness, an employee may create the impression that the Employer favors one litigant to the detriment of the other. Therefore, to avoid any suspicion of favoritism, employees are instructed not to appear as a witness unless properly subpoenaed. When an employee finishes appearing as a witness the employee is to report back to work to finish their seven and one half hour (7 ½) workday.

Section 10. Funeral Leave

In the event of a death in a non-probationary employee's immediate family, the non-probationary employee will be allowed up to three days leave with pay for the time actually lost. Immediate family members (including step, foster and adopted) are defined as including the employee's children, father, mother, current spouse, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. Also, immediate family includes the employee's current spouse and the spouse's grandchildren. In the case of an employee's domestic partner that resides with the employee, immediate family includes his/her father, mother, brother, sister, children and grandchildren. These days will not be deducted from Paid Time Off pay. Employees must notify their immediate supervisor of the death, relationship to the deceased and expected time of absence. Any additional time off beyond three days will be granted at the sole discretion of the Employer or his designee and will be deducted from the employee's unused Paid Time Off pay or any other accrued time.

If the employee needs funeral leave for persons not referenced above, they must present a "Request for Time Off" form to the Human Resource Manager or designee. Permission may be granted on an individual basis. Such decisions by the Employer are not subject to the Grievance or Arbitration procedure.

ARTICLE 20.
UNION RIGHTS

Section 1. Union Activity During Working Hours

Employees shall be allowed necessary and reasonable time off with pay during regularly scheduled working hours as specifically established by this Agreement. Prior to participating in Union activity authorized by this Agreement, the employee shall submit to his/her supervisor a "Request for Time Off" form.

Section 2. Access to Premises by Union Representatives

The Employer agrees that local representatives and officers and AFSCME staff representatives shall have reasonable access to the premises of the Employer, giving at least two hours notice prior to arrival to the Circuit Clerk Human Resource Manager or, if unavailable, to the Circuit Clerk. Such visitations shall be for the reason of the administration of this Agreement and shall not interfere with the operations of the Circuit Clerk's Office. . By mutual agreement with the Employer in emergency situations, Union staff representatives or Local Union representatives may call a meeting during work hours to prevent, resolve or clarify a problem.

Section 3. Time Off for Union Activities

Local Union representatives shall be allowed up to an aggregate total of five days off per year with pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, trainings, State or International conventions, provided such representative shall give reasonable notice and documentation to his/her supervisor of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the Employer.

Section 4. Union Bulletin Boards

The Employer shall provide bulletin boards and/or space at the work location. Two bulletin boards are provided for the union. The first one is displayed/hung in the break room and the second one will be displayed/hung in the back hallway of the employee's entrance or by the back hallway by the washrooms upon execution of this contract

Section 5. Information Provided to Union

The Employer will advise the Union of: New hires, promotions, layoffs, transfers, leaves, returns from leave, suspension, discharge, and termination. A list of new hires shall be provided to the Union by the Employer as Employees are hired.

Further, at the request of the Union, or on a semi - annual basis, whichever is sooner, the Employer shall furnish the Union a current seniority roster applicable under the seniority provisions of this Agreement.

Section 6. Union Orientation

By mutual arrangement regarding time, place and duration with the Employer, the Union shall be allowed to orient new employees for the purpose of informing employees of their rights and obligations under this Collective Bargaining Agreement, and without loss of pay for employees involved.

The Employer shall inform the Union of all such hiring and the Union shall inform the Employer of the Union representative who will carry out the Union orientation.

Section 7. Distribution of Union Literature

During employee's non-working hours, he/she shall be permitted to distribute Union literature to other non-working employees in non-work areas and in work areas during non-work hours.

Section 8. Union Space on Premises

The Employer will provide the Union space for a computer outlet, desk and filing cabinet on the premises.

ARTICLE 21.
WAGES

Section 1. Wage Schedule

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. The attached wage schedule shall be considered a part of this Agreement.

Section 2. Pay Period

Employees will be paid on a bi-weekly schedule. Each payroll period shall consist of fourteen (14) calendar days, so that the bi-weekly rate of pay of each employee shall be $1/26^{\text{th}}$ of the employee's annual salary. In a year in which 27 pay periods shall occur, the biweekly rate of pay for each employee shall be $1/27^{\text{th}}$ of the annual salary. When a payday falls on Saturday, Sunday or a holiday, the paycheck is distributed the preceding workday.

ARTICLE 22.
TEMPORARY ASSIGNMENT

The Employer may temporarily assign an employee to perform the duties of another employee. Prior to temporarily assigning employees, the Employer shall seek volunteers to perform the necessary work. Employees who are assigned to perform a significant number of duties of another employee from the start to the end of an entire pay period shall be paid the greater of the following:

- A) The pay of the employee whose duties the assigned employee is performing, or
- B) The current pay of the assigned employee.

The Employer shall make every effort to adequately train the employee for the temporarily assigned position.

ARTICLE 23.
INSURANCE

Section 1. Medical and Dental Coverage

- (A) The parties agree that the Employer shall provide a comprehensive health insurance program for employees to participate in, at their option, through Kane County's county-wide program. For each year of this Agreement, employees will contribute through payroll deduction the employee premium amount (as determined each year by the Kane County Board and in accordance with the parameters detailed in paragraph (B) of this Section) for the Kane County health insurance plan option chosen by the employee. Employees who elect to participate in any health insurance plan offered through Kane County are bound by the policies, guidelines and policy amounts defined within the respective plan chosen. The plan changes for 2012 and 2013 are summarized in Appendix B.
- (B) Premium costs are shared by the employee and the Employer. Employee contributions are made through payroll deduction, and a pre-tax deduction Section 125 Plan is currently available at the time of enrollment. The cost of the program, based on the employees' selection of plan, is currently shared by the Employer and bargaining unit employees based on an overall county-wide rate of eighty-five percent (85%) borne by the County-wide employers and fifteen percent (15%) borne by the County-wide employees.
- (C) The County and the Employer reserve the right to self insure, change carriers and engage in cost containment measures during the term of this Agreement, which could result in plan design changes from year to year.
- (D) The parties agree to continue the implementation of a Wellness Plan component for Employees and spouses covered by the county's health insurance plans. Participation in the Wellness Plan has been defined by the County as participating in an annual health evaluation which is to be limited to completing an assessment, providing a blood sample and receiving a health evaluation report. Currently, no other additional action on the part of any employee or spouse is required by the County. The Employer agrees that participation (or non-participation) in the Wellness Plan shall not be used in any way to initiate or support an employment action of any kind. Participation in the Wellness Plan shall not require or constitute any waiver of an individual's right to privacy under HIPPA, or other applicable laws. The County currently requires that employees and/or their spouses that choose not to participate shall continue to pay an additional \$50 per employee and/or spouse toward health insurance premiums.
- (E) The parties further recognize that while each plan offered by the County may provide for different percentage levels of contributions, the overall contribution rate shall be as set forth in paragraph (B) above. However, the Employer agrees that each plan year the parties will negotiate possible changes in the contribution percentages for each plan. Provided however, the parties recognize the overall contribution rate set forth in paragraph (B) above must be maintained. The parties further understand that any changes in percentages of contributions in these plans must be consistent with sound insurance practices as it relates to the cost relationship of the plans to each

other.

Section 2. Future Plans

Should the County adopt plans or policies, which affect Employee's insurance benefits (including what is commonly referred to as a flexible benefit program), employees of the Employer's Office shall have the option to participate in the same plans or programs in the same manner as other County Employees, to the extent permitted by the County.

Section 3. Life Insurance

Eligible employees shall be provided with IMRF death benefits in accordance with applicable statutory and regulatory provisions. The County will provide information concerning any available additional life insurance through IMRF or other providers, and at the request of the employee shall make such necessary deductions from the employee's paycheck.

Section 4. Health Care Coverage for Retirees

The County currently pays 10% of the cost of continued medical insurance benefits under the same terms and coverage for the non-medicare eligible retired employee as the employee received for the twelve months preceding retirement, subject to the limitations described in the County's policies.

Section 5. Insurance Re-opener

Insurance for 2013 shall be subject to a re-opener which will provide that should the County seek to change the insurance benefits, coverage and/or contribution levels in a substantial manner from that which is described in Appendix B, either party may request a re-opener and the parties agree to fully negotiate over these matters.

ARTICLE 24.
VACANCIES

Section 1. Determination of Vacancies

The Employer shall solely determine when a vacancy exists and whether or not to fill the vacancy.

Section 2. Posting

Whenever a job vacancy occurs, other than a temporary vacancy as defined below, in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be posted on all bulletin boards for ten (10) calendar days, however all projects (i.e. essays, etc.) must be due on or by the tenth calendar day. All projects will be listed on the job posting with a final due date listed. Temporary vacancies are defined as job vacancies that may periodically develop in any job classification, such as an extended illness or leave of absence that does not exceed 90 consecutive days. Job openings that remain open more than 90 consecutive days at a time shall not be considered temporary job openings.

During this period, employees who wish to apply for the vacant job, including employees on layoff, may do so.

Furthermore, job posting will be used to encourage the principle of promoting from within.

Section 3. Selection

The Employer shall be solely responsible for selecting persons to fill vacancies. In making the selection, the Employer shall consider factors, which shall include but are not limited to, experience, skill, ability, qualifications, seniority, evaluations, training, and any other factors the Employer deems relevant to the vacancy. The Employer will consider and interview internal applicants before hiring from the outside the Circuit Clerks Office.

ARTICLE 25.
SAFETY AND HEALTH

Section 1. General Duty

The Employer and Union shall cooperate so that the Employer can continue its efforts to provide for a safe working environment, including tools and equipment, for its employees as is legally required by federal and state laws.

Section 2. Limitation

The parties agree that grievances alleging violation of Section I of this Article may be initiated at Step III of the Grievance Procedure of this Agreement and will be subject to the Grievance Arbitration procedure.

Section 3. Security

Employees shall be provided with adequate security measures in the Clerk's office, in court, and in transit on county business. Such measures may include security cameras, partitions to keep out the public in the Clerk's office, metal detectors, the policy of not transporting cash, and other appropriate measures. Employees are directed to Policy 98-3 of the Circuit Clerk Handbook regarding large cash amounts and availability of assistance on escorting services from court security personnel.

ARTICLE 26.
HOURS OF WORK

Section 1. Hours/Overtime

- a) Work Week - The work week shall be thirty-seven and one half (37 ½) hours beginning on Monday and ending on Friday. Time worked shall be defined according to the Fair Labor Standards Act.

- b) Overtime - Overtime is defined as all pre-authorized work in excess of thirty-seven and one half (37-½) hours per workweek. Overtime in excess of forty (40) hours per workweek shall be paid at the rate of time and one-half an employee's base rate of pay. Overtime work shall be rounded to the nearest quarter (1/4) hour. Time spent on sick leave, vacations, or authorized leave shall not be considered hours worked in computing overtime. For work between 37 ½ and 40 hour, employees will be paid at the straight time rate.
See APPENDIX E attached.

- c) Mandatory Training or Meetings - Employees attending authorized mandatory training outside of the regular shift approved by the Employer shall be paid in accordance with the provisions of Section 1b, above.

- d) No Pyramiding - Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

Section 2. General Provisions for All Employees

- a) "The Work Day and the Work Week" - Except as provided in Section 6 of this Article, the normal work day shall consist of seven and one-half (7-1/2) consecutive hours beginning between 7 a.m. through 11 a.m. which may vary due to job assignment. The workday is to be broken at approximately mid-point by a meal period. Employees not assigned to court will be permitted two (2) paid fifteen (15) minute rest periods, one in the morning and one in the afternoon, subject to the operational needs of the office. While in court, deputy clerks are under the direction of the presiding judge and shall receive those rest periods as permitted by the court's schedule but not to exceed the two (2) paid fifteen (15) minute rest periods as stated in this section.

- b) "Meal Periods": Work schedules shall provide for the workday to be broken at approximately mid-point by an uninterrupted, unpaid meal period of one hour. Employees shall have the right to leave the work site during such periods. Employees shall not be required to work through their rest periods subject to limitations set forth in

Section 2a, above. The Employer shall not require the employees to work through their meal periods. However, due to the operational needs of the Circuit Clerks Office, when employees are not permitted to take their scheduled meal periods at the regular time, the employee, with his/her supervisor's approval, which shall not be unreasonably denied, should make arrangements regarding that time before the end of the day.

Section 3. Scheduling Practices

Where permanent changes in work schedules affecting bargaining unit employees are initiated by the Employer, except in an emergency or in compliance with a court order where implementation of schedule changes must be made in less than forty-five (45) day or twenty-eight (28) days, the Employer shall notify the Union concerning such changes within forty-five (45) calendar days prior to the effective date of the changes and shall provide an opportunity to discuss said change with the Union. In addition, the Employer shall notify the affected employees twenty-eight (28) calendar days prior to the change. Current practices with respect to rotations in job assignments with varying start times and temporary work schedule changes shall continue.

In the event such changes to schedules are initiated by the Employer in compliance with a court order and the Employer is not able to provide either the forty-five (45) or twenty-eight (28) calendar days notice, the Employer agrees to provide notice to the Union within one business day of receipt of the court order. The Employer agrees to provide an opportunity to discuss said changes with the Union prior to notifying the affected employees. Nothing in this Article shall prevent the Employer from implementing schedule changes in response to an emergency, in compliance with the court order or as otherwise provided in this Section.

Section 4. Overtime Procedure

Overtime shall be distributed as equally as possible among the employees who normally perform the work in the team in which the overtime is needed. If enough personnel cannot be secured to fill the overtime needed, then qualified employees assigned to other teams may be offered the available overtime.

For mandatory office overtime, the Employer shall notify the employee at least twenty-four hours in advance in order that the employee is afforded time to make the necessary arrangements. If a sufficient number of volunteers to work overtime is not obtained, overtime becomes mandatory.

Court overtime is viewed as mandatory and is subject to the discretion of the Court to which the employee is assigned.

The Union shall be furnished overtime records in the event of a bona fide dispute regarding the provisions of this Article, or upon the specific request of the Union, showing the number of overtime hours worked by each employee.

Section 5. TIME OFF PLAN

A Time off plan may be utilized if agreed to by the Employer and the employee(s) involved. Guidelines are set forth in Policy 98-9 (Time Off Plan/Overtime) of the Clerk of the Circuit Court Handbook and are hereby incorporated into this agreement. A time off plan means the employee(s) workday may be adjusted for any accrued overtime or for employee(s) need to be absent from work for part of the day (i.e., doctor or dentist, home repair emergency). Decisions of the Employer regarding employee requests for time off shall not be subject to the grievance procedure. If any employee's request for use of the time off plan is denied by their supervisor(s) because of the staffing levels in the team, the employee may fill out a waiver and the final decision will be that of the Circuit Clerk of her designee.

Section 6. Call-in Pay

Except as covered under Section 7 below, an employee called in to work outside of his/her regular schedule or on his/her scheduled days off shall be paid a minimum of two hours pay at their regular rate of pay up to forty hours and time and one-half thereafter. Work schedules will not be changed because of call-in time in order to avoid overtime pay.

Section 7. Weekend and Holiday Bond Call

Employees shall receive a minimum of two (2) hours at \$25.00 per hour to perform bond call duties on Saturdays, Sundays and holidays. All time in excess of two (2) hours will be paid at \$25.00 per hour. Any excess time over two (2) hours the bondcall clerk(s) will call or nextel the Criminal Supervisor (or call her designee if on vacation, etc.) to verify their leave time.

If an employee, after completing bond call, returns to the office to perform work other than bond call, that employee will be compensated at their regular rate of pay until the employee has worked in excess of forty (40) hours in a work week, thereafter at one and one-half times the employee's regular rate of pay.

In the event when the computer system is down on a Saturday, the employee is to enter Saturdays work on Sunday, after the completion of Sunday's bond call. In the event when the computer system is down the entire weekend, the employee will come to work on the next working day at 7am and enter and distribute the bond call paperwork accordingly. The employee will be paid at the bond call rate of \$25.00 per hour during this time.

Bond Call as a service is open to the entire office as a courtesy. Per Policy 98-42 "Weekend Bond Call", Clerks that request weekend bond call must be qualified trained bond call clerks. If training is needed in this area, the Deputy Clerk is responsible to be trained at their regular rate of pay during weekend bondcalls and must be approved by the Criminal Supervisor in advance.

Section 8. No Guarantee

Nothing in this Article shall be construed as a guarantee of hours of work.

ARTICLE 27.
SUBCONTRACTING

Section 1. General Policy

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

Section 2. Notice and Discussion

Absent an emergency situation, prior to the Employer changing its policy involving the overall subcontracting of work in a bargaining unit area, when such change amounts to a significant deviation from past practice resulting in loss of work of bargaining unit employees, the Employer shall notify the Union at least thirty (30) days in advance and offer the Union an opportunity to discuss and participate in considerations over the desirability of such subcontracting of work, including means by which to minimize the impact of such on employees.

Prior to subcontracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. The Employer will request that the sub-contractor hire laid off employees.

ARTICLE 28.
MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Employer exclusively retains traditional and inherent rights to manage all affairs of the Employer's Office, as well as those rights set forth in the Illinois Public Labor Relations Act. Such management rights shall include but are not limited to the following:

- (a) To plan, direct, control and determine all operations and services of the Employer's Office;
- (b) To supervise and direct employees;
- (c) To establish the qualifications for employment and to decide which applicants will be employed;
- (d) To establish and amend reasonable work rules, policies, regulations and work schedules and to assign work as the Employer deems necessary. Such work rules and schedules shall be posted in a place and manner as mutually agreeable to the Employer and the Union;
- (e) To hire, promote, demote, transfer, schedule and assign employees to positions and to create, combine, modify and eliminate positions within the Employer's Office;
- (f) To suspend, discharge and take such other disciplinary action against employees for just cause (probationary employees without cause);
- (g) To establish reasonable work and productivity standards and, from time to time, amend such standards;
- (h) To layoff employees;
- (i) To maintain efficiency of the Employer's Office operations and services;
- (j) To determine methods, means, organization and number of personnel by which such operations and services shall be provided;
- (k) To take whatever action is necessary to comply with all applicable state and federal laws;
- (l) To create, change or eliminate methods, equipment and facilities for the improvement of operations;
- (m) To determine the kinds and amounts of services to be performed as it pertains to operations and the number and kind of Classifications to perform such services;

- (n) To contract out for goods and/or services;
- (o) To take whatever action is necessary to carry out the functions of the Employer's Office in emergency situations.

The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 29.
COMPLETE AGREEMENT

Section 1. Complete Agreement

The parties acknowledge that during the negotiations, which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as otherwise provided in this Agreement, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to:

- a) Any subject matter or matter specifically referred to or covered in this Agreement; and
- b) Subjects or matters that arose as a result of the parties proposals during bargaining but which were not agreed to.

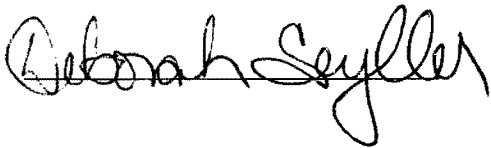
ARTICLE 30.
TERMINATION

This Agreement shall be effective December 1, 2010 and shall continue in full force and effect until midnight November 30, 2013 and thereafter from year to year, unless not more than ninety (90) days, but not less than sixty (60) days prior to November 30, 2010 or any subsequent November 30 either party gives written notice to the other of its intention to amend or terminate this Agreement.

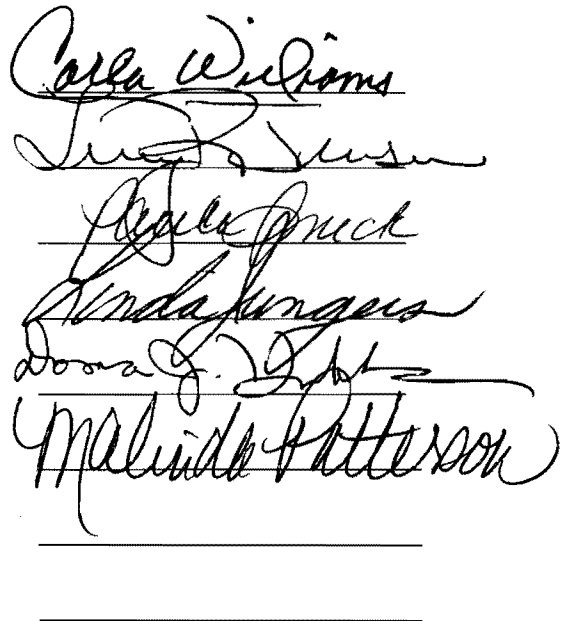
In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph. The Agreement shall remain in force during the term of re-negotiations unless terminated by above appropriate written notice.

IN WITNESS THEREOF, the parties hereto have set their hands this 19th day of NOVEMBER, 2012

FOR THE EMPLOYER:



FOR THE UNION:



APPENDIX A - WAGES

Yearly salary rates do not exceed the maximum rate of \$45,500.00

A. For Deputy Clerks in the teams of the Accounting, Appeals, Civil, Criminal, Family, Records and Records Support the starting wage scale is a yearly gross of \$26,000.00.

B. Within thirty (30) days after execution of the Agreement by the parties, all current, non-probationary employees (as of the date of execution) will receive a one-time ratification payment of two and one half (2 ½) percent based on present wages (and less applicable deductions) in a separate check or direct deposit slip for FY 2012. Furthermore, the Employer agrees that if it unilaterally grants non-bargaining unit employees a wage payment or increase in an amount greater than set forth herein for FY 2012 (except in the case of promotions to an existing non bargaining unit position), the Union may again re-open negotiations regarding wages for FY 2012.

C. Effective December 1, 2012, all current, non-probationary employees (as of December 1, 2012) shall receive a one-time lump-sum stipend of two (2) percent based on present wages (and less applicable deductions), which shall be paid to employees on or before December 21, 2012 in a separate check or direct deposit slip. Furthermore, the Employer agrees that if it unilaterally grants non-bargaining unit employees a wage payment or increase in an amount greater than set forth herein for FY 2013 (except in the case of promotions to an existing non bargaining unit position), the Union may again re-open negotiations regarding wages for FY 2013.

D. Effective the first of the month of the anniversary of an Employee's date of hire with the Employer, eligible employees whose yearly salary is below the maximum rate of the salary range will receive a pay for performance increase, whereby the increase will be decided by their score of their evaluation. Those employees who reach the maximum level for the first time during a merit increase will receive a lump sum merit payment for the additional amount over his/her Top Base Rate. This payment will not be added to their salary base rate. There will be a freeze on merit increases for fiscal years 2011, 2012 and 2013. Merit increases will be the subject of mandatory bargaining, together with all other wages and compensation, in all successor collective bargaining agreements and shall not be continued until negotiated and agreed upon.

F. Effective, the first of the month of the anniversary of an Employee's date of hire with the Employer, eligible employees whose monthly salary exceeds the maximum rate of the salary range will receive a Lump Sum Merit Incentive based on their score on their evaluation. This payment will not be added to their salary base rate. There will be a freeze on merit increases for fiscal years 2011, 2012 and 2013. Merit increases will be the subject of mandatory bargaining, together with all other wages and compensation, in all successor collective bargaining agreements and shall not be continued until negotiated and agreed upon.

CIRCUIT CLERK PERFORMANCE EVALUATION

INSTRUCTIONS:

1. When preparing the performance evaluation form, review the employee's job description, any performance goals or work standards which may have been defined, and the performance rating guidelines.
2. Evaluate the employee's performance considering objective job related results during the rating period. Review the performance rating guidelines as needed and write in the appropriate score which best reflects the employee's job performance during the entire period. Then, determine the overall rating by adding up the scores and dividing by the available total. The overall rating reflects a numerical average of the performance rating scores set out below:

E – Excellent	2.6 – 3.0	3%
V – Very Good	2.2 – 2.5	2.5%
S – Satisfactory	1.8 – 2.1	2%
ID – Improvement Desired: Did not meet the standard	1.7	– no increase.
IE – Improvement Essential: Significantly below the standard	1.5	– no increase.

3. Write examples of the employee's job performance in the written comments section of each performance factor to explain or justify the rating. If the employee's performance does not meet expectations, identify specific deficiencies and specific actions the employee can take to improve performance. If the performance exceeds expectations, record work examples, which recognize results, achieved by the employee.
4. Schedule and discuss the performance evaluation with the employee
5. The employee and evaluator must sign and date the form. The employee may make written comments in the space provided.

Appendix B

Insurance

Appendix B Kane County

Plan Options		2011 Current	Proposed 2012	Proposed 2013
PPO	Deductible:			
	In Network (EE/EE+1/Fam)	\$300/\$600/\$900	\$500/\$1,000/\$1,500	\$600/\$1,200/\$1,800
	Out of Network (EE/EE+1/Fam)	\$600/\$1,200/\$1,800	\$900/\$1,800/\$2,700	\$1,200/\$2,400/\$3,600
	Out of Pocket			
	In Network (EE/EE+1/Fam)	\$750/\$1,500/\$2,250	\$1,000/\$2,000/\$3,000	\$1,500/\$3,000/\$4,500
	Out of Network (EE/EE+1/Fam)	\$2,250/\$4,500/\$6,750	\$2,000/\$4,000/\$6,000	\$3,000/\$6,000/\$9,000
	Co Pays:			
	Physician Office Visits:			
	Primary Care	\$20	\$20	\$25
	Specialist	\$20	\$40	\$45
Emergency Services	\$100	\$250	\$250	
Rx:				
Generic	\$15	\$10	\$10	
Formulary Brand	\$25	\$40	\$40	
Non-Formulary Brand	\$40	\$60	\$60	
HMO	Co Pays:			
	Physician Office Visits:			
	Primary Care	\$20	\$25	\$25
	Specialist	\$30	\$35	\$45
	Emergency Services	\$100	\$250	\$250
	Inpatient Co-pay	\$250	\$250	\$250
	Rx:			
	Generic	\$10	\$10	\$10
Formulary Brand	\$15	\$20	\$25	
Non-Formulary Brand	\$30	\$35	\$40	