

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, 2007 - November 30, 2010

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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, File Library and Intake), but excluding all Assistant Supervisors, and other supervisory, managerial, and confidential employees as defined by the Act. Such recognition is pursuant to S-RC-93-7.

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 part of 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 stewards 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 as listed in Appendix B.
- 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. 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 three (3) months.

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, File Library, Family, and Intake the employee with the least departmental seniority shall be removed first.

2. A removed employee shall be transferred, conditioned upon being qualified, as determined by the Employer, in the following order:

- a. To a vacancy, if any, in the same pay range;
- b. To a vacancy, if any, in the next lower pay range;
- c. If no vacancy exists, as provided in (a) and (b) above, to a position in any pay range occupied by an individual who is probationary;
- d. If no probationary position exists, as provided by (c) above, to a position in any pay range 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.

Oral or written reprimands shall be subject to the grievance procedure through step three thereof but shall not be subject to arbitration.

#### 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 may either issue a written response to the grievant(s) within **ten (10)** working days or may schedule a meeting or hold discussions in an attempt to resolve the grievance within **five (5)** working days of receipt of the grievance and shall issue a written opinion **within five (5)** 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 neither amend, modify, nullify, ignore, add or 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 his/her supervisor or designee as well as the supervisor of any unit to be visited, 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
- Demotion (notice to be given in writing)\*
- 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.

For oral-written reprimands, the Employer shall provide the Union with a copy of the reprimand upon request unless the employee requests that the Union not be provided a copy of the reprimand. For all other disciplinary action, the Employer shall notify the Union verbally of the disciplinary action to the employee and the Union Steward. For written reprimands, the Employer shall provide the Union with a copy of the reprimand unless the employee requests that the Union not be provided a copy of the reprimand. For all other disciplinary action, the Employer shall notify the Union by submitting a copy of the disciplinary action to the employee and Union Steward.

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

\*Demotion is defined as the assignment by the Employer of an employee to a position in which the employee's wages are reduced. This section shall not be applicable to the Lay-off and Recall provisions set forth in Article IX herein.

**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.

### **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. New employee's probationary communication days will remain in the employee's personnel record.**

**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, task descriptions, 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 85-7 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 task descriptions to keep them current

B.) Tests will be written for each task description by the supervisor and reviewed by the appropriate task force, which includes supervisors and deputy clerks.

The task descriptions 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. Concerns about training will 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 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 one-week 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.

**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 30<sup>th</sup> 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 1<sup>st</sup> 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. Conflicts in scheduling will be resolved in favor of the employee having the greatest departmental seniority as defined in Article VIII. No employee shall receive priority for more than one (1) PTO period per calendar year (therefore when submitting PTO requests, employees should indicate which request is their highest priority). To break a tie between employees hired on the same date within a team, the employees shall draw lots. 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.

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 all include any employees on any authorized leave time, provided adequate staffing and continuity of work schedules are maintained. 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.

#### **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. 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 Support Secretary.

**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 receive a copy of the Agreement, which the Employer shall have printed.

**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**

Within ninety days of the execution of this Agreement, employees shall have a copy of his/her current job description, which shall include principal duties and responsibilities. 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 County Business**

Employees shall receive the full amount of mileage allowed under County Resolution 2-72 or as amended while using their own vehicle on county 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.

**ARTICLE 19.**  
**LEAVE 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. A leave of absence shall be granted consistent with applicable state law, federal law and the Family Medical Leave Act.

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.

Employee's 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).

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. (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.).

Employees must give a 30-calendar day advanced notice of the need to take a leave 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 12 workweeks for a family or medical leave 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.

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.

(B) Military Leave: Eligible employees will be granted military leaves with pay up to 15 calendar days annually for active service or special training in the Armed Forces, Illinois National Guard or Naval Militia. If such duty exceeds 15 days in a calendar year, the leave may be extended without pay. Such pay, however, will be reduced by the amount of payment received from the National Guard or Naval Militia for these services. However, when the Armed Forces of the United States of America are engaged in or involved in active hostilities, eligible employees who are called to service during said hostilities shall receive the difference, if any, between the salary they would have received from the Employer and the salary they receive from the United States for a term of up to four years unless the above period is extended by law in which case the employee shall continue to receive the benefits as stated.

Military leaves will be granted to all eligible full-time and part-time employees without loss of seniority when they are called to leave their positions to enter military service, provided such service does not exceed four years. The employee will be restored to his or her same or similar position by making application within 12 weeks after discharge or hospitalization continuing after discharge.

(C) 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.

(D) 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.

(E) 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.

(F) Victim's Economic Security and Safety 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.

(G) 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 90 calendar day 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 90 calendar days 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 County Auditor's office no later than the 15th 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**

One Local Union representatives shall be allowed five days off per year or two Local Union representatives off for a total of five days per year with pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, 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**

The frequency of pay periods has been set by the Kane County Board. Unless amended or changed by the Kane County Board, employees are paid on the 10th and the 25th of each month. When the 10th or the 25th of the month falls on a Saturday, Sunday or holiday, paychecks will be distributed on the preceding workday. The check distributed on the 10th of the month includes pay for the period worked between the 16th through the last day of the previous month. The check received on the 25th of the month includes pay for the period from the 1st through the 15th.

Effective with the June 1-14, 2008 pay period, employees will be paid on a bi-weekly schedule for the remainder of 2008. Thereafter, 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 Employer shall provide through Kane County a comprehensive insurance program. For each year of this Agreement, employees will contribute through payroll deduction the employee premium amount (as established each year by the Kane County Board) for the Kane County health insurance plan 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.

**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 Department shall have the option to participate in the same plans or programs in the same manner as other County Employees.

**Section 3. Life Insurance**

The Employer shall provide at no cost to the employee life insurance coverage equal to the employee's annual salary. The County will provide information concerning any available additional life insurance through IMRF 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 shall pay, on behalf of the Circuit Clerk, 10% of the cost of continued medical insurance benefits under the same terms and coverage for the retired employee as the employee received for the twelve months preceding retirement. This benefit shall be subject to the limitations as described in the Handbook of the Circuit Clerk.

**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, demeanor, 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. VDT**

The Employer and the Union will attempt to keep current with monitoring studies and reports on the effects, if any, of visual display terminals on the health and safety of the operators. The parties also agree to summarize any relevant findings and disseminate them to users.

Future requests shall be presented to the employee's supervisor and shall be processed as expediently as possible based upon budgetary resources available.

**Section 4. 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 changes in schedules affecting bargaining unit employees are sought by the Employer, except in an emergency, 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 changes with the Union. In addition, the Employer shall notify the affected employees twenty-eight (28) calendar days prior to the change.

### **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 be 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 Sundays 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 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**

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, 2007 and shall continue in full force and effect until midnight November 30, 2010 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

15 day of

February  
2008.

FOR THE EMPLOYER:

Deborah Seyller

FOR THE UNION:

Walter C. R.  
Judith Jurgens  
Barbara W. Dwyer  
Melinda Patterson  
Judy R. Suss  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Article 31 – Employee Blood Donations**

**Section 1 – Usage**

Effective January 1, 2008 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.

## 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, File Library and Intake the starting wage scale is a yearly gross of \$26,000.00.
  
- B. Effective December 1, 2007 all employees will receive a salary adjustment according to the schedule below.
  - i. If hired by the employer before December 1, 1996 the employee will receive a five (5%) increase to his/her base salary.
  
  - ii) If hired by the employer between December 1, 1996 and November 30, 2001 the employee will receive a four and one-half (4½ %) increase to his/her base salary.
  
  - iii) If hired by the employer between December 1, 2001 and November 30, 2007 the employee will receive a four (4%) increase to his/her base salary.
  
  - iv) If an employee's yearly gross is under \$26,000.00 after receiving the percentage as stated above, the employee's base rate will be brought up to \$26,000.00
  
- D. Effective December 1, 2008 all eligible non-probationary employees whose yearly salary is below the maximum rate of the salary range will receive a three percent (3%) increase to their yearly salary base.
  
- E. Effective December 1, 2009 all eligible non-probationary employees whose yearly salary is below the maximum rate of the salary range will receive a three percent (3%) increase to their yearly salary base.
  
- F. Probationary employees will receive the December 1<sup>st</sup> increase as stated above in D and E at a pro-rated increase at the end of their probationary period. (i.e. An employee who finishes their probation period on June 1<sup>st</sup> would receive six-twelfth's (6/12) increase of the amount as stated in D and E to their yearly salary base).
  
- G. 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.
  
- H. 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.

## 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 – Seniority Lists

Last Name	First Name	Start Date Circuit Clerk	County Start Date
Jensen	Terry	April 3, 1978	
Essig	Jim	November 5, 1981	
Essig	John	November 5, 1981	
Gottberg	Pam	November 6, 1985	
Jones	Diane	September 15, 1986	
Wenberg	Marilyn	May 18, 1987	
Sherrell	Doug	July 18, 1988	
Walters	Dave	August 22, 1988	
Shepard	Cynthia	May 1, 1989	
Jackson	Kathy	June 4, 1990	August 6, 1984
Campeggio	Nancy	April 4, 1991	
Gemmer	Marianne	September 2, 1993	
Wcislo	Mary	January 18, 1994	
Fletcher	Merse	July 3, 1995	
Smith	Janice	August 21, 1995	
Orozco	Kathleen	October 16, 1995	
Reher	Emma	July 8, 1996	October 1, 1991
Palm	Shelley	November 1, 1996	
Smick	Paula	April 7, 1997	
Bommelmann	Curt	May 27, 1997	November 13, 1995
Lange	Penny	June 2, 1997	
Boland	Lynn	August 18, 1997	
Sullivan	Linda	August 25, 1997	
Patterson	Malinda	October 1, 1997	
Wituk	Patty	October 16, 1997	
Quirin	Deb	June 8, 1998	
Brooks	Deanna	August 17, 1998	
Jungers	Linda	October 1, 1998	
Conway	Joanne	September 1, 1999	
Schlim	Nancy	November 16, 1999	
Thorpe	Heather	December 1, 1999	
Davis	Janet	March 1, 2000	
Bruckner	Stephanie	April 3, 2000	
Begalka	Barb	June 1, 2000	
Fors	Laura	June 1, 2000	
Sifuentes	Maria	June 16, 2000	
Goddard	Mabel	July 17, 2000	
Capparelli	James	August 16, 2000	
Rogers	Kelly	November 14, 2000	

Wilson	Pat	April 2, 2001	
Meszaros	Rosa	September 17, 2001	
Casson	Lisa	September 17, 2001	
Reggio	Anthony	November 1, 2001	
Kane	Shauna	February 4, 2002	
Cristian	Nicole	April 14, 2003	
Anderson	Jessica	May 1, 2003	
Williams	Mary	September 6, 2003	
Greene	Teresa	November 17, 2003	
Cristallo	Lana	January 20, 2004	
Smith	Wendy	April 12, 2004	
Adams	Mary	April 16, 2004	
Banks	Peggy	August 2, 2004	
Hull	Deneen	August 23, 2004	
Turner	Stephanie	April 1, 2005	
Nickles	Ashley	August 8, 2005	
Gordan	Kathy	December 16, 2005	
Anderson	Lindsey	January 3, 2006	
Johnson	Jeanette	January 17, 2006	
Romanow	Tonya	February 16, 2006	
Boynton	Jill	March 16, 2006	
Kissane	Melissa	March 16, 2006	
Romanow	Jeff	April 10, 2006	
Cox	Jessica	May 16, 2006	
Harnack	Jon	October 2, 2006	
Collman	Cheryl	November 6, 2006	
Meyer	Mike	November 16, 2006	
Einhorn	Russell	November 16, 2006	
Atkinson	Lorie	April 3, 2007	
Kowalski	Jacqueline	April 16, 2007	
Maxwell	Kandi	April 24, 2007	
Perkinson	Jennifer	April 24, 2007	
Elliot	Laura	May 16, 2007	
Monnett	Elizabeth	June 18, 2007	
Heller	Kim	August 1, 2007	
Countouris	Nick	August 20, 2007	
Roop	Megan	August 20, 2007	
Cox	Kristina	August 27, 2007	
Blakely	Christine	October 1, 2007	
Sell	Samantha	November 16, 2007	
Considine	Valerie	November 16, 2007	
Breyne	Mary	October 9, 2007	
Conroy	Tracy	December 4, 2007	
Lynch	John	January 16, 2007	
Sade	Jessica	January 22, 2008	

Appendix C

07 MR 1

GENERAL ORDER 07-20

IT IS HEREBY ORDERED THAT:

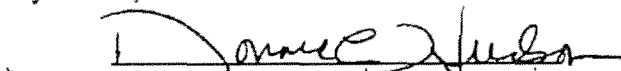
A. The Circuit Court for the Sixteenth Judicial Circuit of the State of Illinois, shall adjourn, and the Office of the Clerk of the Circuit Court of the counties of Kane, Kendall, and DeKalb shall be closed on the following legal holidays for the year 2008.

<u>Holiday</u>	<u>Observed On</u>
New Year's Day	Tuesday, January 1, 2008
Martin Luther King, Jr. Day	Monday, January 21, 2008
Lincoln's Birthday	Tuesday, February 12, 2008
Washington's Birthday (Observed)	Monday, February 18, 2008
Spring Holiday	Friday, March 21, 2008
Memorial Day	Monday, May 26, 2008
Independence Day	Friday, July 4, 2008
Labor Day	Monday, September 1, 2008
Columbus Day (Observed)	Monday, October 13, 2008
Veteran's Day	Tuesday, November 11, 2008
Thanksgiving Day	Thursday, November 27, 2008
Day Following Thanksgiving	Friday, November 28, 2008
Christmas Day	Thursday, December 25, 2008
Day Following Christmas	Friday, December 26, 2008
New Year's Day	Thursday, January 1, 2009

B. All matters returnable on said legal holidays shall be continued to the next business day of said court.

C. The time for filing all motions and pleadings shall be extended to the next business day of this court.

ENTERED this 20<sup>th</sup> day of June, 2007.

  
Donald C. Hudson, Chief Judge

FILED  
ENTERED  
2007 JUN 20 P 2:52  
DEBORAH L. FULLER  
CIRCUIT COURT CLERK  
KANE COUNTY, ILL.

RECORDED & INDEXED

POLICY 98-9  
TIME OFF PLAN/OVERTIME

1.0 PURPOSE

1.1 The office of the Clerk of the Circuit Court offers to all deputized personnel the use of a Time Off Plan. The right to use this plan is reserved by management provided adequate staffing and continuity of work scheduling is not adversely affected. Work schedules are assigned to the employee based on job assignment.

2.0 SCOPE

2.1 This policy pertains to all regular full time staff members. This policy does not include supervisors or managers. They are covered under Clerk's Directive 96-8.

3.0 GENERAL PROVISIONS

3.1 Time off plan will be offered to all team members within the Circuit Clerk's office. Clerks not assigned to court shall observe an 8:00am/8:30 to 4:30pm or 10:30am/11:00am to 7:00pm when scheduled for Wednesday night work schedule. When scheduled at all the front counter areas at the main Circuit Clerk's Office and at the Courthouse satellite office shall observe an 8:15am to 4:45pm work schedule. When scheduled at the Judicial Center satellite office shall observe an 8:00am/8:15am to 4:30pm/4:45pm work schedule. Each team will schedule clerk(s) to cover the team until all customers at our front counter areas or customers on the phones have been taken care of. When early hours are available to work, based on job assignment, employees who wish to rotate into the early scheduled hours may request this from their supervisor. The supervisor will rotate the early job assignments, which could begin as early as 7:00am evenly among those who are properly trained for the assignments.

4.0 TIME OFF PLAN

4.1 Staff members must work the required number of hours in each pay period, based on a seven and a half (7.5) hour day and a thirty-seven and a half (37.5) hour week.

4.2 Every staff member must work the established core hours during each scheduled workday.

4.2.1 Staff members are considered to be late as stated in Policy 98-2.

4.2.2 Time off may be granted in an emergency situation at the discretion of the team supervisor based on operational needs for their team.

4.2.3 Staff members are encouraged to anticipate needed time off, which may be accumulated in advance for such purpose and must be approved 24 hours in advance by the team supervisor. Staff members are only allowed to use up to 3.75 hours at one time for any time off and may not use it for an entire day. Excessive use of the time off plan is not allowed and abuse of this policy will result in not having the

privilege to use the time-off plan.

4.2.4 Staff members are encouraged to arrange appointments for such things as medical, dental, optical services, etc. before or after their scheduled work hours. Any time off used or earned must be made up or used within the same pay period unless approved by their supervisor. In the event the supervisors grants the employee to make up the time used in the next pay period, the supervisor and employee must sign off on the appropriate time/attend sheets.

4.3 Each staff member may choose a one-half (½) or one (1) hour lunch period unless as stated in section 3.1. Lunch periods start at 11:00 am and must be completed by 2:00 pm. Guidelines for lunch periods and breaks are set forth-in Directive 96-18.

4.3.1 The selected lunch period must be maintained for not less than one pay period.

4.3.2 Staff members desiring to change lunch periods must request permission from his/her supervisor at least two (2) days in advance of the end of the pay period.

4.4 A staff member going home sick for less than one (1) full day may make up the time (up to 3.75 hours) within the pay period.

4.5 The Time/Attendance System will appropriately track the employee's time. Any time off earned and used in any pay period will be entered into the Time/Attendance System by the supervisor(s) using the correct codes. Employees have access to view their time recorded for each pay period by logging into the stromberg e-kiosk. Any discrepancies they view should be brought to their supervisor's attention before the end of each pay period. Each team supervisor will check and approve each clerk's payroll and run the appropriate payroll report and hand into the Human Resource Manager or her designee by the due date given to them.

4.5.1 The time/attendance system will be the official record of all time worked and payment will be made only on the basis of the information registered thereon.

## 5.0 OVERTIME

5.1 Pay for overtime hours shall be paid on accordance with the Union Contract in Article 26, Section 1B.

5.2 The team supervisor must approve all overtime hours in advance. The team supervisor must then forward the request for approval to the Finance Manager before the hours are worked.

5.2.1 In the event an employee earns overtime by punching in early/out late without proper authorization for overtime the supervisor will convey to the employee that it is not approved and fix their punch to the correct time. The supervisor will then make a comment for the reason for the change with the employee's punch and printout a timecard



report for that employee and have the employee sign it. This report is to be turned in when handing in payroll.

B) In the event an employee earns CE or O3 and the supervisor has approved that they can use one or the other in the next pay period, again make the appropriate switches to their punches and add the comment that they are going to use it in the next pay period and follow the instructions in section 4.2.4.

5.3 If requested by the employee, overtime may be used as time off with the supervisor's approval as defined in this policy. As stated in 4.2.3 excessive use of the time off plan is not allowed and will result in not having the privilege to use of the time off plan.

## 6.0 **COURTROOM STAFF**

6.1 In addition to those provisions set forth herein, staff assigned to courtroom responsibilities are subject to the following:

6.1.1 Courtroom staff will call their supervisor/asst. supervisor at the end of each AM or PM court session to communicate the status of the court call.

6.1.1.1 Courtroom staff shall leave their court location as soon as court has been adjourned (unless give prior approval or assignment by their supervisor).

6.1.1.2 Staff is required to accomplish all filing, processing, balancing, and/or all court call follow up work in the office rather than the courtroom.

6.1.2 Courtroom staff who are required to remain in court after the hour of 3:30 PM will report that fact to their supervisor before 3:40 PM to communicate that overtime will be needed and to report their approximate time back to the office.

6.1.2.1 Staff will report their status and request approval for paid overtime or use of time off, which must be approved by the supervisor in advance. Authorization for paid overtime or use of time off will be given in all cases where the court is still in session and the courtroom staff cannot or is not excused by the judge.

6.1.2.2 Team supervisors are required to make necessary arrangements for courtroom staff to gain entry to the office when the courts schedule keeps them after normal business hours.

6.1.3 Lunch hour for courtroom staff at all court locations shall be no more than one hour in duration. When court is in session, length of lunch period may be reduced to meet the courts schedule.

6.1.3.1 Courtroom clerks in the courthouse and Judicial Center courtrooms shall call their supervisor for a replacement clerk if the court works through the lunch period without a break.

7.0 TRAVEL TIME

- 7.1 All staff shall be compensated for travel time between workstations.
- 7.2 At no time shall an employee be allowed to make any stops between driving from the Circuit Clerk's office and their court location/satellite offices and back to the Circuit Clerk's Office (i.e. picking up passengers, personal errands, etc).
- 8.0 The Clerk reserves the right to amend, delete or add to any provision of this policy, the interpretation of its rules, and/or to discontinue this concept and program at any time. The Employer shall notify the Union of contemplated changes and shall provide an opportunity to discuss said changes with the Union.

[Originally Policy 84-9 and Procedure 84-7]

Enter: July 22, 1991

Revision: January 2008

**APPENDIX E**

- A. Overtime in excess of thirty-seven and one half (37 ½) hours worked per week shall be paid at the rate of time and one-half an employee's base rate of pay only when the employees are authorized to work mandatory overtime on a Saturday or Sunday.