

AGREEMENT

BETWEEN

THE WINNEBAGO COUNTY CIRCUIT CLERK

AND

THE AMERICAN FEDERATION OF STATE, COUNTY,

AND MUNICIPAL EMPLOYEES AFL-CIO, ILLINOIS COUNCIL 31

FOR AND ON BEHALF OF LOCAL 473

THROUGH SEPTEMBER 30, 2021

TABLE OF CONTENTS

ARTICLE I
RECOGNITION

ARTICLE II
MANAGEMENT RIGHTS

ARTICLE III
NON-DISCRIMINATION

ARTICLE IV
DUES CHECKOFF AND INDEMNIFICATION.....

ARTICLE V
GRIEVANCE PROCEDURE.....

ARTICLE VI
LABOR MANAGEMENT COMMITTEE MEETINGS

ARTICLE VII
WORK RULES

ARTICLE VIII
DISCIPLINE.....

ARTICLE IX
ATTENDANCE POLICY

ARTICLE X
VACATIONS

ARTICLE XI
HOLIDAYS

ARTICLE XII
HOURS OF WORK AND OVERTIME

ARTICLE XIII
INSURANCE AND PENSION

ARTICLE XIV
WORK ASSIGNMENTS

ARTICLE XV
EMPLOYEE DEVELOPMENT AND TRAINING.....

ARTICLE XVI
EVALUATIONS

ARTICLE XVII
RECORDS AND FORMS.....

ARTICLE XVIII
PERSONNEL FILES.....

ARTICLE XIX
SENIORITY

ARTICLE XX
VACANCIES.....

ARTICLE XXI
LAYOFFS AND RECALL.....

ARTICLE XXII
LEAVES

ARTICLE XXIII
HEALTH AND SAFETY.....

ARTICLE XXIV
MISCELLANEOUS PROVISIONS.....

ARTICLE XXV
WAGES AND OTHER PAY PROVISIONS.....

ARTICLE XXVI
NO STRIKE OR LOCKOUT

ARTICLE XXVII
AUTHORITY OF THE CONTRACT.....

ARTICLE XXVIII
TERMINATION.....

ARTICLE XXIX
ENTIRE AGREEMENT.....

APPENDIX A.....

APPENDIX B.....

AGREEMENT

THIS AGREEMENT made and entered in to this 29th day of November, 2018, by and between the CIRCUIT CLERK OF WINNEBAGO COUNTY (hereinafter referred to as "Employer") and THE AMERICAN FEDERATION OF STATE, COUNTY, & MUNICIPAL EMPLOYEES, AFL-CIO, ILLINOIS COUNCIL 31, for and on behalf of LOCAL 473 (hereinafter referred to as the "Union")

ARTICLE 1 **RECOGNITION**

Section 1.1 **Recognition**

The purpose of this Agreement is to promote harmonious relations among the Employer and the Union; to establish an equitable and peaceful procedure for resolving employee grievances; and to set forth certain terms of employment for employees. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, terms and conditions of employment for all full-time employees who are deputy clerks. Unless otherwise provided, probationary employees shall be subject to the terms and conditions of this Agreement, except that for the six (6) month term of their probationary period they may be discharged or terminated for any reason or for no reason at all, and such discharge or termination shall not be subject to the grievance procedure. Probationary employees may have a Union Steward present for any meeting with the Employer which could lead to discipline. Notwithstanding, during the six (6) month probationary period the discipline, layoff, or transfer of a probationary employee shall not be subject to the grievance procedure set forth in Article V. In addition, on limited occasions probationary employees may be assigned to work certain hours or jobs if such work is necessary to allow the Employer to determine during the probationary period the employee's job competency. Such assignment shall not be subject to the grievance procedure.

Exempt from the bargaining unit are all other employees of the Circuit Clerk, including, but not limited to, the following employees: Senior Accountant, Accountant, Record Manager and all short-term, professional, confidential, supervisory and managerial employees as defined by the Illinois Public Labor Relations Act, as amended.

Section 1.2 **Probationary Period**

All employees, including rehired employees and reassigned employees, shall be considered as probationary employees and must successfully complete a probationary period as follows:

- a) The probationary period for newly hired employees shall be one hundred eighty (180) calendar days.
- b) The probationary period for rehired employees shall be ninety (90) calendar days. Rehired employees are those individuals formerly employed by the Circuit Clerk's

office, and are rehired by the Employer within one (1) calendar year from the time of their prior separation of employment.

- c) The probationary period for reassigned employees shall be ninety (90) calendar days. Reassigned employees are those employees assigned to a non-bargaining position and redeployed into the bargaining unit as a deputy clerk.

Section 1.3 Union Exclusivity

The Employer shall not meet, discuss, confer, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to hours, wages, and work conditions. Nor shall the Employer negotiate with employees over their hours, wages, and working conditions, except as provided herein.

**ARTICLE II
MANAGEMENT RIGHTS**

Section 2.1 Rights Residing in Management

Except as amended, changed, or modified by this Agreement, the Employer retains the exclusive right to manage operations, determine policies, budget and operations, the manner of exercise of statutory functions and the direction of working forces including, but not limited to the right to hire, promote, demote, transfer, evaluate, allocate and assign employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the size and composition of the work force, to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine the number of shifts per work week; to establish work schedules and assignments; to introduce new methods of operation; to eliminate, contract out, relocate or transfer work and maintain efficiency.

Section 2.2 Statutory Obligations

Nothing in this Agreement shall be construed to modify, eliminate, or detract from the statutory responsibilities and obligations of the Employer except that the exercise of rights in the furtherance of such statutory obligations shall not be in conflict with the provisions of this Agreement.

Section 2.3 Integrity of the Bargaining Unit

Subject to the provisions of this Agreement, the Employer shall continue to endeavor to assign work to bargaining unit employees. The Employer may continue its practice of assigning part-time employees to perform bargaining unit work. On a non-permanent basis, the Employer may assign bargaining work to employees outside the unit.

ARTICLE III
NON-DISCRIMINATION

Section 3.1 **Union Membership**

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

Section 3.2 **Additional Prohibitions**

In accordance with applicable law, including the Americans with Disabilities Act and the Illinois Human Rights Act, neither the Employer(s) nor the Union shall discriminate in a manner which would violate federal or state laws against any employee covered by this Agreement because of race, creed, color, national origin, sex, age, religion, mental or physical handicaps, political beliefs, marital status, union activities or non-union activities.

Section 3.3 **Union Representatives**

The Union shall maintain (and keep current) with the Employer, a complete written list of its local officers, stewards, and staff representatives (including home addresses and telephone numbers) who deal with the Employer as representatives of the Union.

ARTICLE IV
DUES CHECKOFF AND INDEMNIFICATION

Section 4.1 **Checkoff**

Upon receipt of a voluntarily signed authorization card from an employee, the regular monthly dues of the Union, and P.E.O.P.L.E. contributions, where applicable, shall be deducted from such employee's pay, with the Employer bearing the cost of such deduction. The amounts so deducted shall be forwarded each calendar month to the appropriate officer of the Union together with a list of the names and amounts for whom deductions have been made. If an employee has no earnings due for a pay period, the Union shall be responsible for collection. Dues and P.E.O.P.L.E. contribution authorizations shall be irrevocable for a period of one (1) year, in accordance with the terms under which an employee voluntarily authorized said deductions.

Section 4.2 **Union Indemnification**

The Union shall indemnify, defend and save the Employer and the County harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Employer and the County in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

ARTICLE V
GRIEVANCE PROCEDURE

Section 5.1 **Definition**

A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of the Agreement.

Grievances may be processed by the Union on behalf of a group of employees or itself, setting forth name(s) or group(s) of the employees. Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every 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.

Section 5.2 **Procedure**

1. Step 1. Immediate Supervisor out of the Bargaining Unit. The Union shall present a grievance in writing to the employee's immediate Supervisor out of the bargaining unit. All grievances must be presented not later than ten (10) business days from the date the grievant became aware of the occurrence giving rise to the complaint. The Supervisor or his/her designee shall render a written response to the grievance within ten (10) business days after the grievance is presented.

2. Step 2. Circuit Clerk In the event the grievance is not resolved in Step 1, it shall be presented in writing by the Union to the Circuit Clerk or his/her designee within ten (10) business days from receipt of the Step 1 answer or the date such answer was due, whichever is earlier. Within ten (10) business days after the grievance is presented to Step 2, the Circuit Clerk or his/her designee shall discuss the grievance with the Union. Unless the parties agree otherwise the Circuit Clerk shall render a written answer to the grievant within ten (10) business days after such discussion is held and provide a copy of such answer to the Union and the affected employee(s).

3. Step 3. Grievance Mediation. If the grievance is still unresolved, the Union may within ten (10) business days of the immediate prior Step decision submit a written request for Grievance Mediation to the Employer or his designee, who shall contact the Federal Mediation and Conciliation Service Mediator to arrange for the mediation conference. The Mediation Opinion shall be delivered at the conclusion of the mediation conference and shall not be binding upon the Employer or the Union. The mediation proceedings and Opinion shall not be publicly disclosed. Any grievance that remains unresolved following such Mediation may be forwarded to binding arbitration.

Section 5.3 Miscellaneous

1. Time Limits The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.
2. Automatic Advancement Failure to respond within the time limits shall entitle the grieving party to automatically advance the grievance to the next step.
3. Suspensions and Discharge Suspensions, suspensions pending discharge and discharge grievances may be initiated within ten (10) working days of the effective date of such action to the final step of the grievance procedure prior to arbitration.
4. Form All grievances shall be in writing upon a form agreed upon by the Union and the Employer and shall contain a precise statement of the alleged violation, the section(s) of the Agreement involved, the date of the alleged violation, and the specific relief sought.

Section 5.4 Arbitration Procedure

If not settled as described above the grievance may be referred to binding arbitration, within ten (10) business days of the answer provided to the Union:

1. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) business day period, the parties shall jointly request the American Arbitration Association to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.
2. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Employer representatives. The parties may attempt to arrive at a joint stipulation of the facts and issues for submission to the arbitrator. Unless otherwise mutually agreed between the Employer and the Union, all arbitration hearings shall commence not later than forty-five (45) days after the date the arbitrator accepts his/her appointment to hear the case.
3. The Employer and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Employer and the Union retain the right to employ legal counsel.

4. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
5. The fees and expenses of the arbitrator shall be divided equally between the parties; the cost of a written transcript, if any, shall be borne by the requesting party or parties. Each party shall be responsible for compensating its own representatives and witnesses. However, an employee witness whose testimony is neither irrelevant nor merely cumulative, as determined by the arbitrator should a dispute develop, will be paid by the Employer for the time the employee offers testimony, providing such testimony is offered during the hours of the employee's usual work day and not on a day of paid or unpaid leave (e.g. vacation, sick, personal, FMLA).
6. Nothing in this Article shall preclude the parties from mutually agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement or from mutually agreeing to using the expedited arbitration procedures of the American Arbitration Association.
7. The decision and award of the arbitrator shall be final and binding on the Employer, the Union and the employee or employees involved.

Section 5.5 Limitations On Authority Of Binding Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as originally submitted in writing to the Employer. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make a decision contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties, or responsibilities of the Employer under statutory law and applicable court decision.

Section 5.6 Time Off and Stewards

1. Time Off - An employee grieving shall be permitted reasonable time without loss of pay during working hours to attend grievance and arbitration hearings. One employee Union representative shall be permitted reasonable time without loss of pay during working hours to attend grievance hearings, and to attend arbitration hearings, unless serving as a witness, in which case such time shall be compensated at the employee's regular rate of pay.

No employee or Union representative shall leave his/her work to investigate, file, or process a grievance without first notifying and making mutual arrangement with his/her supervisor as well as the supervisor of any unit to

be visited, shall not be denied unreasonably. Time spent in such activities shall be limited to thirty (30) minutes per work day without loss of pay. Stewards shall report back to their supervisor immediately upon return from the activity.

2. Stewards - The Union will advise the Employer in writing of the names of the stewards in each department or work location, or of any changes in such. The number of stewards at any time shall not exceed 3. The Union may designate up to 3 alternate stewards who shall have the privileges and duties of stewards when stewards are unavailable.

Section 5.7 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.

Section 5.8 Pertinent Witnesses and Information

The Employer and the Union may request the production of specific documents, books, papers or witnesses reasonably available to the other party and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and when granted shall be in conformance with applicable laws and rules, issued pursuant thereto, governing the dissemination of such materials.

ARTICLE VI LABOR MANAGEMENT COMMITTEE MEETINGS

Section 6.1 Labor Management Committee Meetings

For the purpose of improving communications between the Employer and the Union, and in order to cooperatively discuss and attempt to resolve matters of mutual concern, including those regarding safety, that do not involve negotiations, the parties hereby agree that private, labor-management committee meetings shall be held with the Circuit Clerk if requested by either party. Such meetings shall be conducted at a time, place and date mutually agreed upon by the parties.

Meeting attendees necessary to resolve matters shall be determined by the Circuit Clerk for the Employer and by the Union President for the Union. Employees who attend shall participate in a non-paid status unless the meetings take place during the employees' scheduled working hours.

The party requesting a labor-management committee meeting shall prepare and submit a proposed agenda to the other party at least one (1) week prior to the scheduled meeting date. 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.

ARTICLE VII
WORK RULES

The Employer may adopt, change, or modify work rules. The Employer agrees to post or make available in the department, or where more appropriate, the work location, a copy of its applicable work rules where such rules exist. Whenever the Employer changes work rules, or issues new work rules applicable to bargaining unit employees, the Union shall be given at least six (6) days prior notice, absent emergency, before the effective date of the work rules. Upon request of the Union the parties shall meet and confer to explore alternatives to the proposed change(s). Work rules shall be equitably applied and shall not conflict with any specific provisions of this Agreement.

Disputes over any provision of this Article shall be subject to the grievance procedure.

ARTICLE VIII
DISCIPLINE

Section 8.1 **Disciplinary Measures**

While the parties agree with the tenets of progressive and corrective discipline, disciplinary action for just cause may include any of the following, but shall be initiated in light of the seriousness of the offense.

WRITTEN NOTICE OF ORAL REPRIMAND

WRITTEN REPRIMAND

SUSPENSION

DISCHARGE

Written notice of oral reprimands will not be considered for the purpose of imposing progressive discipline after a period of twelve (12) months from the imposition of that discipline. Written reprimands will not be considered for the purpose of imposing progressive discipline after a period of eighteen (18) months from the imposition of that discipline. The Employer shall normally impose disciplinary action, as referenced in this Article, in a manner which will not embarrass the employee before other employees or the public. The Employer shall advise an employee of his or her right to have a Union representative present at any noncriminal investigation that may reasonably result in disciplinary action against that employee.

Section 8.2 **Suspension Before Discharge**

While the decision as to whether or not to discharge an employee is pending, the Employer may suspend the employee for up to fifteen (15) business days with or without pay.

The employee shall be notified of the suspension pursuant to this Section, in writing, within twenty-four (24) hours.

Section 8.3 Initiation of Discipline

The Employer shall initiate disciplinary action as soon as reasonably possible after the Employer becomes aware of the conduct giving rise to the discipline and has had a reasonable opportunity to investigate, if necessary. In the event Section 8.1 disciplinary action is considered, the Employer shall take the following steps:

1. Inform the employee that disciplinary action is being contemplated, briefly explaining the reason for the discipline.
2. Set the time and place for a disciplinary meeting.
3. Advise the employee that a Union representative may be present at the disciplinary meeting.

Section 8.4 Disciplinary Meeting Procedure

1. Presentation of Statement: At the disciplinary meeting, the Employer shall furnish the employee and the Union representative with a clear and concise statement of the reasons for the proposed disciplinary action.
2. Rebuttal: The employee shall have the opportunity to rebut or explain the conduct resulting in the imposition of discipline.
3. Decision. Following the rebuttal, the Employer shall decide whether to modify or uphold the proposed disciplinary action and inform the employee (and the Union, if a Union representative was present at the meeting) of its decision. Such decision may occur after the end of the disciplinary meeting.

Section 8.5 Administration of Discipline

Following its decision, the Employer may administer discipline at the disciplinary meeting, or no later than ten (10) business days following the completion of the disciplinary meeting, or within the period remaining on the period of suspension, if the employee has been suspended without pay pursuant to Section 8.2. In the event disciplinary action is taken against an employee, the Employer shall promptly furnish the employee, in writing, with a statement of the reasons therefor. Each employee furnished with a notice of disciplinary action shall sign it to acknowledge receipt.

Section 8.6 Compensation for Disciplinary Meeting Attendance

All time spent by the employee in disciplinary meetings, whether during or outside the employee's normal work hours, is considered hours worked for purposes of calculating compensation unless the employee is terminated.

Section 8.7 Removal of Discipline

Upon the written request of an employee to the Employer, record of a particular disciplinary action will be removed if the following length of time has passed from the date of the last imposition of said disciplinary action:

1. Twelve (12) months, in the case of written notice of an oral reprimand;
2. Eighteen (18) months, in the case of a written reprimand; and
3. Twenty-four (24) months, in the case of a suspension other than a suspension for violation of Section 24.9, "Drug Testing".

Section 8.8 Polygraphs

No employee shall be required to take a polygraph examination as a condition of retaining employment with the Employer, nor shall he/she be subject to discipline for the refusal to take a polygraph. Should an employee choose to take a polygraph examination, both parties agree to abide by the applicable laws concerning the use and admissibility of polygraphs and their results.

ARTICLE IX
ATTENDANCE POLICY

Section 9.1 Tardiness

The Winnebago County Circuit Clerk’s Office, a public sector entity, is responsible for providing the Public with services as required, both effectively and efficiently. To successfully meet the needs of the Public and concurrently provide contractual time-off benefits to the employees, the Circuit Clerk’s Office will utilize a consistent approach in administering employee paid absences as defined in this Collective Bargaining Agreement and maintaining favorable attendance standards. Absenteeism is an expensive burden to co-workers and management alike.

Employees are expected to be ready for work at the beginning of their shift. In order to be “ready” employees need to arrive to work with sufficient time to attend to such personal needs as hanging up coats, storing lunches, visiting restrooms, and other personal needs prior to the beginning of their shift. The length of time and number of breaks allowable during the workday are defined in the Collective Bargaining Agreement. The length of time an employee actually takes for a break is on the “honor system”. Employees who take longer breaks than what is allowable or those who take excessive breaks will be deemed as abusing the attendance policy.

In general, traffic congestion, personal issues, and “normal” weather conditions appropriate for the season are not acceptable reasons for tardiness. However, in the event of an emergency, severe weather conditions or otherwise, the Circuit Clerk or his designee will have the discretion to excuse an employee(s) tardiness.

The threshold between tardiness and unauthorized absence is one hour after the starting time.

Section 9.2 Absenteeism

The Clerk's Office has dedicated employees who serve the Public on a daily basis as expected and desired. However, the Office may also have certain individuals who are considered to be chronically absent from the workplace. Chronic absenteeism is defined as frequent or repetitive absences from the workplace that hinder an employee's ability or their fellow employee's ability to satisfactorily perform and complete their assignments. An employee with chronic absenteeism is incapable of sustaining regular attendance and has absences which are typically short-term and for a multiplicity of reasons. Such absences do not include pre-approved paid time off.

Any employee who is determined to be chronically absent from the workplace, or in other words who the employer considers his/her absenteeism to be excessive or abusive, may be required to furnish a statement from his/her physician for each absence for illness or injury.

Attendance policy violations include, but are not limited to, failing to get permission for leaving early or coming in late; failing to give advance notice of an absence when possible; failing to report an absence properly; and failing to submit medical certification upon request.

Section 9.3 Disciplinary Measures

Violations of this section may result in discipline as outlined in this contract under Article VIII, Discipline. However, the Employer may repeat manner of discipline.

ARTICLE X VACATIONS

Section 10.1 Eligibility for Vacation

Vacations are earned for service during the past year with the understanding that such vacations can only be taken in increments of one-half (1/2) day or more except in an emergency situation after approval is obtained from the employee's supervisor. Notwithstanding the provisions of Section 10.6 and except in emergency situations, requests for vacations in increments of one-half (1/2) day shall be made at least twenty-four (24) hours in advance. Vacation salaries shall be paid in advance if a written request is submitted to the employee's supervisor two (2) weeks in advance of the vacation.

Section 10.2 Length of Vacation

Vacation time shall be calculated from the date of hire of each employee. Vacation hours eligible to be used each year shall be based on the following continuous years of service.

VACATION SCHEDULE

| <u>Earned Per Year</u> | <u>Vacation Hours Earned</u> |
|------------------------------------|-----------------------------------|
| <u>Continuous Years of Service</u> | <u>Per Year 8.0 Hrs/40.0 Week</u> |
| Through 7 Years | 80.0 Work Hours |
| 8 Years - 15 Years | 120.0 Work Hours |
| 16 Years - 25 Years | 160.0 Work Hours |
| 26 Years & Over | 200.0 Work Hours |

Section 10.3 Accrual of Vacation Credit

Employees shall start to accumulate vacation credit upon completion of their probationary period, retroactive to their date of employment. Vacation days may not be taken during the first six (6) months of employment unless otherwise mutually agreed. Unless otherwise agreed in writing by the Employer an employee shall not accrue vacation leave for any pay period during which they are on layoff nor shall an employee accrue vacation leave while they are on an unpaid leave of absence. Accrual of vacation credit shall also be subject to the provisions of Section 22.13.

Section 10.4 Use of Vacation for Other Purposes

To the extent sick leave may be exhausted, an employee may request and use vacation leave for purposes other than taking a vacation.

Section 10.5 Vacation Pay

The rate of vacation pay shall be the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

Section 10.6 Request for Vacation

In order to assure the orderly performance and continuity of services provided by the employees in their department, each employee wishing to schedule a vacation should request such vacation leave as far in advance as reasonably possible. Requests for vacation shall not arbitrarily be denied by the Employer. The Employer shall respond within five (5) work days to such requests.

Section 10.7 Scheduling Vacations

Vacations will be chosen on a rotating schedule where the employee with the most seniority will be given first choice of one block of vacation and so on down the list of employees. Only one block of vacation time may be taken then it will go on to the next employee. (A block of vacation time is defined as one (1) day to fifteen (15) consecutive days of vacation.) After all employees have been given the chance to chose a vacation time, then it will start over at the top of the seniority list.

After May 1st, if an employee has any remaining vacation time, vacations will be scheduled on the basis of first requested, first granted. If two (2) or more employees seek the same vacation period and neither employee has yet been granted the vacation, then seniority shall control the award of such vacation.

Section 10.8 Vacation Canceling and Rescheduling

In the case of an emergency as determined by the Employer, the Employer may cancel and reschedule any or all approved vacation leaves in advance. In the case of an emergency, the Employer will, wherever possible and practical, attempt to recall employees from vacations in the reverse order of granting vacations. In the event of any cancellation, the rescheduling of vacation time shall be accomplished on a first requested, first granted basis, except that if two (2) or more employees seek the same vacation period and neither employee has yet been granted the vacation, then seniority shall control the award of such vacation. In the event of any cancellation, the Employer shall, upon the submission of proper written documentation, reimburse the employee for any actual out of pocket expenses incurred by reason of recall from vacation. If an employee has scheduled days off immediately preceding or following an approved vacation, he/she shall not be required to work on those days. The provisions of Section 12.10, entitled "Overtime Assignments" do not apply.

Section 10.9 Holidays During Vacation Period

In the event a holiday occurs during the period when an employee is on approved vacation leave, such holiday shall be considered as a holiday and shall not be counted as part of the employee's vacation.

Section 10.10 Separation From Employment

Employees are requested to give at least two (2) weeks advance written notice of their intention to resign to the Employer. Except as otherwise provided herein, an employee shall receive pro rata paid vacation benefits based upon the number of months actually worked upon termination of employment.

Section 10.11 Accumulation

If because of operating needs the Employer cannot grant an employee's request for vacation time within the twelve-month period after the expiration of the calendar year such time was earned, such vacation time may be accumulated for an additional twelve-month period. In any event, upon request, vacation time must be scheduled so that it may be taken no later than twelve months after the expiration of the calendar year in which such vacation time was earned. If an employee does not request and take accrued vacation within such period, such vacation shall be lost.

Section 10.12 Payment on Death of Employee

Upon the death of an employee, the Employer shall pay to the legal representative of the Estate an amount equal to the vacation benefit due.

ARTICLE XI **HOLIDAYS**

Section 11.1 Holidays Observed

All eligible employees shall have time off, with full salary payment, for the holidays or days designated as Court holidays by the Chief Judge of the 17th Judicial Circuit in the annual administrative order.

Section 11.2 Holiday Eligibility Pay

To be eligible for holiday pay the employee shall work the employee's last work day before the holiday and first scheduled work day after the holiday or the day taken as the holiday if the employee works on the holiday, unless absence on any of these work days is for good cause and approved by the Employer. An employee on a leave of absence or on unpaid status is not eligible for holiday pay.

Section 11.3 Advance Notice

Employees scheduled to work a holiday shall be given as much advance notice as practicable.

Section 11.4 Holiday Pay

Employees who do not work on a holiday shall receive holiday pay computed at the regular straight time hourly rate for the number of hours for which they are normally, regularly scheduled to work immediately prior to the holiday. Holidays shall accrue in accordance with the following:

Hours Earned each Holiday based on 8.0 hrs/40.0 weekly

In the event of an emergency or other situation which demands special attention, an employee may be required by an Employer to work on a holiday. In such case, the employee shall be paid one and one-half (1 ½) times his/her regular straight time hourly rate for all hours worked on the holiday in addition to holiday pay as computed above.

Section 11.5 Holiday Weekend Pay

Any employee who works on an eligible holiday weekend will receive two (2) times their regular straight hourly rate of pay for all hours worked. The holiday must be contiguous to the weekend, falling on either a Friday or a Monday and are limited to the following:

Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas. All other holidays will be paid as set forth in Section 11.4.

ARTICLE XII
HOURS OF WORK AND OVERTIME

Section 12.1 Regular Work Schedule

The established work week shall begin at 12:01 a.m. Sunday, and extend to 12:00 midnight, the following Saturday. All employees shall be scheduled to work on a regular work schedule and each work shift shall have a regular starting and quitting time. The normal work week is Monday thru Friday as outlined in Appendix B.

Section 12.2 Work Day

Employees shall be scheduled for five (5) consecutive work days with two (2) consecutive work days off during each seven (7) calendar day period. The hours of work on a work day shall be consecutive.

Section 12.3 No Guarantee

Nothing in this Article shall be construed as a guarantee of hours of work. Should the Employer find it necessary to reduce employee(s) hours, any affected employee(s) shall be allowed to choose layoff (Article XXI Section 21.1) rather than having hours of work reduced.

Section 12.4 Overtime Payment

All hours worked in excess of the normal work week when worked upon the direction or approval of the employee's supervisor shall be paid at the rate of 1-1/2 times the employee's straight time hourly rate or compensated by granting 1-1/2 times the number of overtime hours worked as compensatory time off. No overtime shall be worked without the express approval of the supervisor unless, as a practical matter, there is no opportunity to request approval. The employee shall make his/her preference (overtime or compensatory time) known to the Employer not later than the end of the work week in which overtime was earned. The final decision in each incident, however, shall be at the discretion of the Employer. If compensatory time is to be taken, it shall be at a time convenient to the employee(s) and consistent with the operating needs of the Employer. Employees may not use compensatory time off which they have not previously accrued. Compensatory time shall be taken under this Article as required by the Fair Labor Standards Act if such continues to be applicable to local government employees.

Section 12.5 Lunch Period

Work schedules shall provide for the work day to be broken at approximately mid-point by a meal period of not less than thirty (30) minutes and not more than sixty (60) minutes.

Employees who receive an unpaid lunch period and are required to work at their work assignments during such period and who are not relieved, shall have such time treated as hours worked for purposes of computing overtime and shall be paid in wages or compensatory time off, at the Employer's discretion, at the appropriate straight or overtime rate, whichever may be applicable.

Employees shall have the right to leave their work site during their lunch period.

Section 12.6 Rest Periods

There shall be two (2) rest periods of fifteen (15) minutes each during each regular shift; one during the first half of the shift and one during the second half of the shift.

Section 12.7 Call Back Pay

Any employee called back to work outside of his/her regularly scheduled shift or on a scheduled day off shall be paid a minimum to two (2) hours pay at the applicable rate from the time the employee is called. Work schedules will not be changed because of call back time in order to avoid overtime or straight time pay.

Section 12.8 Changes In Normal Work Day and Work Week

The shifts, work days and hours to which employees are assigned shall be posted on relevant bulletin boards. Should programmatic or operational needs require a change in employee work schedules, notice of such schedule change shall be given to the affected employee(s) and the Union as far in advance as is reasonably practicable. Upon request, the Employer will meet and confer with the affected employee(s) and the Union to explore alternatives to the proposed change prior to implementation.

Disputes over such changes being made shall be subject to the grievance procedure.

Temporary schedule changes may be implemented pending final resolution of the above-referenced dispute(s).

Section 12.9 No Pyramiding

Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provisions of this Article or Agreement.

Section 12.10 Overtime Assignments

A. Overtime shall be assigned in the following order:

1. for the purpose of completing particular assignments, overtime may be assigned to employees who are responsible for particular assignments or are already present and working.
2. as equitably as possible among bargaining unit employees in attendance who normally perform the work in the work location, as defined in Article XIV.
3. to any bargaining unit volunteer in attendance at the Clerk's Office.

4. if there are insufficient volunteers, then the Employer may utilize non-bargaining unit employees for said overtime.

B. Notification of Overtime

1. The Employer shall give notice of overtime assignment to the affected employee(s) and the Union as far in advance as is reasonably practicable, and shall attempt to give such notice in excess of twenty-four (24) hours prior to the beginning of the overtime assignment.

Section 12.11 Rest Periods During Overtime

An employee required to work four (4) or more hours of consecutive overtime shall be entitled to a fifteen (15) minute break scheduled by the Employer during such period. That break may be extended, or additional breaks granted at the discretion of the Employer. Neither the granting nor failure to grant any discretionary break time shall be subject to the grievance procedure.

Section 12.12 Meal Periods During Overtime

An employee who works more than four (4) consecutive hours of overtime shall be entitled to a thirty (30) minute non-paid meal period scheduled by the Employer during such overtime period. This meal period may be extended at the discretion of the Employer(s).

Section 12.13 Time Off

For the purpose of determining an employee's entitlement to overtime compensation, paid time off in the form of vacation, holidays, personal leave days, sick leave up to three days per year, and bereavement leave shall be counted as hours worked. Other paid or unpaid time off shall not be counted as hours worked for the purpose of determining an employee's entitlement to overtime compensation.

Section 12.14 Training

Nothing herein shall prohibit the Employer from mandating attendance for training outside of the work day as defined in this Article. The employee shall be compensated for voluntary training at straight time rates, and for mandatory training at time and a half.

ARTICLE XIII
INSURANCE AND PENSION

PROVISIONAL INSURANCE LANGUAGE

- a. The Employer agrees that the Employer-Employee contribution percentage for the term of the Collective Bargaining Agreement (October 1, 2017 through September 30, 2021) (hereinafter “CBA”) as set forth in Section 13.3 of the CBA will remain at 85% for the Employer and 15% for the Employee.
- b. The Union agrees to accept the same insurance design changes as are negotiated with the large Winnebago County AFSCME unit for this life of this CBA. Sections 13.1, 13.3, 13.5, 13.9, 13.14, and 13.16 of Article XIII, Insurance and Pension, of this CBA are not in effect until such time as the insurance design changes are ratified by the large AFSCME unit, at which time those changes will be incorporated by supplement into this CBA.

Section 13.1 Insurance Coverage

Except as provided herein, County shall, for the life of this Agreement, continue in effect the basic level of coverage to employees now provided by the County for hospital and major medical insurance, and dental insurance. The County does retain the right to change to or from a self-insurance program and/or to change insurance carriers, or otherwise to change coverages as long as the basic level of benefits to the employee remains substantially the same. The Employer reserves the right to introduce a base dental plan at no cost to the employee with an option for the employee to “buy-up” to a managed care dental plan at the employee’s expense.

In order to be eligible to receive insurance benefits pursuant to the provisions of the Article XIII, employees or their dependents must apply within the first ninety (90) days of employment, during the annual open enrollment or within thirty (30) days of a qualifying event, whichever is applicable.

The age qualifier for dependent children will follow applicable State and Federal laws.

Part-time employees are not eligible for health, dental or life insurance coverage.

Section 13.2 Cost Containment

The County reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admissions and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Notwithstanding any provision of this section, or of Section 13.1, the County reserves the right to institute a Participating Provider Option (P.P.O.) even if the result would be a reduction in the level of benefits for those employees who choose to receive in-patient or out-patient hospital care at hospitals other than participating hospitals.

Section 13.3 Cost

Effective January 1, 2013: The Employer(s) agree to pay the following percentage of the cost of providing health and dental insurance under the self-funded group fee-for-service (indemnity) plan. Any employee who elects coverage under this plan shall pay the following percentage of the cost of the individual or dependent coverage, as the case may be. There shall be no annual limit on the contribution amount.

| | Employer Contribution Percentage | Employee Contribution Percentage |
|---------------------------|----------------------------------|----------------------------------|
| Effective January 1, 2013 | 85% | 15% |
| Effective January 1, 2014 | 85% | 15% |
| Effective January 1, 2015 | 85% | 15% |
| Effective January 1, 2016 | 85% | 15% |
| Effective January 1, 2017 | 85% | 15% |

The County’s health and dental plan administrator shall have exclusive authority to determine the annual anticipated and actual costs of individual and dependent insurance coverage during the term of this Agreement. The cost of providing individual or dependent coverage under this plan shall be determined by December 15 of each year. The employee’s share of the cost shall be divided into twenty-six equal payments and shall be deducted from the employee’s paycheck.

Any employee that elects either individual or dependent dental and health insurance coverage shall, at the open enrollment following the ratification of this Agreement, enroll in the insurance premium only portion of the Section 125 Plan provided by the Employer(s). Provided, however, should an employee demonstrate to the Employer(s) that his/her participation in the Section 125 Plan will have an adverse impact on his/her social security earnings or pension through the Illinois Municipal Retirement Fund, his/her participation in the Section 125 Plan may be waived.

Effective January 1, 2013; The annual deductible for medical services other than prescription drugs for each employee who has elected individual coverage and has chosen the self-funded group fee-for-service/PPO (indemnity) plan will be Five Hundred Dollars (\$500). The annual deductible for each covered dependent of an employee for medical services other than prescription drugs shall be Five Hundred Dollars (\$500) with a maximum of One Thousand Dollars (\$1,000) per family. The above-referenced

deductibles for medical services other than prescription drugs shall increase throughout this Agreement as follows:

| | Deductible covered employee and for each covered dependent | Maximum aggregate deductible per family |
|---------------------------|--|---|
| Effective January 1, 2013 | \$500 | \$1,000 |
| Effective January 1, 2014 | \$500 | \$1,000 |
| Effective January 1, 2015 | \$500 | \$1,000 |
| Effective January 1, 2016 | \$600 | \$1,200 |
| Effective January 1, 2017 | \$630 | \$1,260 |

The annual maximum out-of-pocket expenditures over and above the deductibles for medical services other than prescription drugs per employee or dependent shall be as follows:

| | Maximum out-of-pocket expenditures per employee or dependent | Maximum out-of-pocket expenditures per family |
|---------------------------|--|---|
| Effective January 1, 2013 | \$1,000 | \$3,000 |
| Effective January 1, 2014 | \$1,000 | \$3,000 |
| Effective January 1, 2015 | \$1,000 | \$3,000 |
| Effective January 1, 2016 | \$1,100 | \$3,300 |
| Effective January 1, 2017 | \$1,160 | \$3,420 |

Section 13.4 Coordination of Benefits

In the event that the spouse of an employee is eligible to participate in a group health insurance plan sponsored by the spouse’s employer, for which that employer pays a minimum of 80% of the insurance premium, that plan, even if the spouse fails to enroll, will be considered primary. The Employer will pay benefits at the secondary payer level that will not exceed the amount of benefits due had the spouse enrolled in his/her employer-sponsored health insurance plan. In addition, in the event that a dependent of an employee covered by the County’s health and dental insurance plan, is also covered under another health and dental insurance plan, the County will pay no more than the County’s plan percentage for any balance submitted for secondary coverage.

Section 13.5 Alternative Health Plans

In accordance with the provisions of federal law and the regulations there under, if applicable, the Employer shall make available the option of membership in qualified health maintenance organizations and/or other alternative health plans to employees and their eligible dependents who reside in the service area of qualified HMO's and/or alternative health plans.

If an employee elects to participate in an alternative health plan under this Section, the Employer(s) agree to pay the following percentage of the cost, and the employee who elects coverage under the plan shall pay the following percentage of the cost of the individual or dependent coverage, as the case may be. There shall be no annual limit on the contribution amount.

| | Employer Contribution Percentage | Employee Contribution Percentage |
|---------------------------|----------------------------------|----------------------------------|
| Effective January 1, 2013 | 85% | 15% |
| Effective January 1, 2014 | 85% | 15% |
| Effective January 1, 2015 | 85% | 15% |
| Effective January 1, 2016 | 85% | 15% |
| Effective January 1, 2017 | 85% | 15% |

The cost of providing individual and dependent health and dental insurance coverage under the alternative health plan shall be determined by December 15 of each year. The employee's share of the cost shall be divided into twenty six (26) equal payments and shall be deducted from the employee's paycheck.

The annual maximum out-of-pocket expenditure over and above the co-payments for medical services other than prescription drugs per employee or dependent shall be as follows:

| | Maximum out-of-pocket expenditures per employee or dependent | Maximum out-of-pocket expenditures per family |
|---------------------------|--|---|
| Effective January 1, 2013 | \$1,500 | \$3,000 |
| Effective January 1, 2014 | \$1,500 | \$3,000 |
| Effective January 1, 2015 | \$1,500 | \$3,000 |
| Effective January 1, 2016 | \$1,650 | \$3,300 |
| Effective January 1, 2017 | \$1,700 | \$3,400 |

| | Co-Pays Primary Care | Co-Pays Specialist |
|---------------------------|----------------------|--------------------|
| Effective January 1, 2013 | \$15.00 | \$20.00 |
| Effective January 1, 2014 | \$15.00 | \$20.00 |

| | | |
|---------------------------|---------|---------|
| Effective January 1, 2015 | \$15.00 | \$20.00 |
| Effective January 1, 2016 | \$20.00 | \$25.00 |
| Effective January 1, 2017 | \$25.00 | \$30.00 |

Section 13.6 Group Term Life Insurance

During the term of this Agreement, the Employer shall provide each eligible employee with a paid twenty thousand dollar (\$20,000) group term life insurance policy. The Employer shall continue to provide the employees the opportunity to purchase additional life insurance coverage at the employee's expense.

Section 13.7 Pension Contributions

In accordance with applicable state law, all eligible employees shall be covered by the Illinois Municipal Retirement Fund (IMRF) and the County shall make appropriate FICA (Social Security) and IMRF pension contributions to this fund.

Section 13.8 Indemnification and Legal Representation

1. Employer Responsibility: The Employer agrees to pay for any damages or monies which may be adjudged, assessed or levied against an employee covered by this Agreement, and provide legal representation to an employee at any civil cause of action brought against the employee, as a result of action or inaction of the employee arising out of and in the performance of the employee's proper duties for the Employer, except that this provision shall not apply where the employee unreasonably violates a direct order or procedure or acts willfully or wantonly in disregard of his proper duties and/or obligations.
2. Cooperation: Employees shall be required to cooperate with the Employer during the course of any investigation, administration, or litigation of any claim arising under this Article.
3. Applicability: The Employer will provide the protection set forth above in subsection 1, so long as the employee is acting within the scope of his employment and where the employee cooperates as defined above in subsection 2, with the defense of the action(s) or claim(s).

Section 13.9 No Smoking Premium Reduction

Any employee who signs a written agreement not to smoke during the term of his/her employment with the Employer shall receive a five percent (5%) reduction in the cost of the applicable health and dental insurance premium paid by that employee.

Effective January 1, 2016, this provision shall be discontinued and included as part of the County's Wellness Plan.

Section 13.10 Terms of Policies to Govern

The extent of insurance coverage provided to employees or their dependents under this collective bargaining agreement shall be subject to and governed by the terms and conditions set forth in any applicable insurance policies or agreements or those which may be established from time to time by the County's Health and Dental Plan Administrator. Any or all questions or disputes concerning insurance claim(s) shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 13.11 Sick Leave of Absence/IMRF Disability

In the event an employee is on unpaid sick leave or on IMRF Disability, the Employer shall continue to make contributions toward the cost of Health and Dental Insurance coverage for a period of ninety (90) days. The Employee shall pay the amount that is normally deducted per pay period from his/her payroll check. At the end of the ninety (90) day period, the employee may continue his/her insurance coverage by paying the full cost for single (and dependent coverage where applicable) coverage to the Human Resources Director or his/her designee by the tenth (10th) day of each month. If payment is not made, the insurance shall be canceled by the Employer.

Section 13.12 Occupational Injury/Illness

In the event that an employee is receiving Temporary Total Disability (TTD) payments pursuant to the "Illinois Worker's Compensation Act", the employee shall be required to contribute his/her portion of the cost of Health and Dental Insurance that was in effect at the time the work related injury or illness occurred for a period of twelve (12) months. Thereafter, the employee shall be responsible to pay the full cost of Health and Dental Insurance. If such employee chooses to change his/her coverage from single to dependent or from the conventional insurance plan to the HMO or other alternative plan, the employee shall direct his/her payment of any increase in the cost of coverage to the Human Resources Director or his designee by the tenth day (10th) of each month. Failure to pay the increased cost will result in cancellation of the change in coverage.

Section 13.13 High Deductible Health Plan

The Employer may, in addition to current health plans, offer a High Deductible Health Plan.

Section 13.14 Pharmacy

Effective January 10, 2013, the cost of prescription drugs will be a co-pay of \$17 for generic medications or the best daily price, whichever is less, a co-pay of \$17 plus

20% of the cost of preferred brand name medications, and a co-pay of \$17 and the difference between the cost of the generic equivalent medication and the preferred brand name medication when the physician indicates that the generic equivalent and/or the preferred brand name may be dispensed but the employee and/or dependent prefers the non-preferred brand name medication. Mail-order prescriptions will be available in ninety (90) day increments. The co-pay for mail-order prescriptions will be two times the cost of the co-pay for each category of medications as outlined above. The maximum out-of-pocket expenditures, per calendar year, over and above the co-pays for prescription drugs per employee or dependent will be Two Thousand Dollars (\$2,000) with a maximum of Four Thousand Dollars (\$4,000) per family.

| | Generic Co-Pay | Non-Formulary and Formulary Co-Pay |
|----------------------------|-------------------|---------------------------------------|
| Effective January 1, 2013: | \$17 | \$17 + 20% |
| Effective January 1, 2014: | \$17 | \$17 + 20% |
| Effective January 1, 2015: | \$17 | \$19 + 20% |
| Effective January 1, 2016: | \$17 | \$21 + 20% |
| Effective January 1, 2017: | \$17 | \$23 + 20% |

Section 13.15 Vision Care

The employer shall make available a voluntary vision program, 100% funded by the employee, subject to minimum participation levels required by the carrier.

Section 13.16 Wellness Member Plan

The Employer may, in addition to current health plans, offer a Wellness Plan, in accordance with applicable laws and regulations.

ARTICLE XIV
WORK ASSIGNMENTS

Section 14.1 Position Requirements

The Employer shall maintain general position classification specifications and make them available to the Union upon written request. All employees shall be provided with a copy of their job description upon request.

Section 14.2 Assignment within Classification Specifications

The Employer retains the right to require or assign other duties which are reasonably within the scope of the general duties enumerated within an employee's position classification specifications.

Section 14.3 Work Locations

When a bargaining unit position becomes available within the Circuit Clerk's Office, the Employer will ask for volunteers for reassignment. The Employer will not arbitrarily reassign an Employee to an open position. Before any involuntary reassignment, the Employer will provide five (5) calendar days notice to the Employee. The reassignment choice for purposes of this Section, shall be defined as bargaining unit positions within the Circuit Clerk's Office.

ARTICLE XV
EMPLOYEE DEVELOPMENT AND TRAINING

Section 15.1 Policy

The Employer and the Union recognize the need for the training and development of employees in order that services can efficiently and effectively be provided and employees can be afforded the opportunity to develop their skills and potential. In recognition of such principle, the Employer shall endeavor to provide employees with reasonable orientation with respect to procedures, forms, methods, techniques, materials and equipment normally used in such employees' work assignments and periodic changes therein, including, where available and relevant to such work, procedure manuals. Winnebago County has established a tuition reimbursement program for expenses, including tuition and books, incurred through accredited institutions of higher learning. Properly submitted reimbursements shall be made per County policy. For purposes of this Article, accredited institutions are those institutions recognized by the United States Department of Education. Full time Employees who have completed their probationary period are eligible to participate. Courses of instruction must be relevant to the Employee's current job, must enhance the Employee's value to the Circuit Clerk's Office and must take place during non-work hours. Courses of instruction shall be submitted to the Circuit Clerk or his designee for approval.

Section 15.2 Courses of Instruction

With respect to cost reimbursement for courses of instruction, “current policy” for this bargaining unit shall mean \$350 per fiscal year (October 1 – September 30).

Employees must obtain and complete a pre-approval form prior to enrolling in a course. This form must be submitted to the Deputy Chief. The Employee will be reimbursed upon successful completion of the course per County policy. All documentation must be received by the Deputy Chief no later than one (1) month after completion. Late requests will not be considered.

Section 15.3 Committee on Continuing Education

The Employer and the Union will create a Committee on Continuing Education (CCE). The CCE will consist of two members from management, one representative from County Human Resources, and three bargaining unit employees. The CCE will be provided time during normal working hours to hold each meeting. The main goal of the CCE will be to research and recommend courses of instruction at colleges, business schools and adult education centers that will directly benefit them in their current capacity as Deputy Clerks. A list of acceptable courses will be created and updated as needed.

Section 15.4 Training Differential

Effective March 1, 2019, Deputy Clerks shall receive an additional seventy-five cents (\$0.75) per hour for all hours they are assigned by the employer to participate in training a new or existing clerk.

**ARTICLE XVI
EVALUATIONS**

Section 16.1 Informal Conferences

The Union and the Employer agree that periodic informal evaluation conferences between the employee and his/her supervisor to discuss work performance, job satisfaction, work-related problems and the work environment may be helpful. If work performance problems are identified, the supervisor shall, whenever possible, offer constructive suggestions and attempt to resolve the problem.

Section 16.2 Written Evaluations

The Employer shall prepare written evaluations on all employees who are serving any probationary period. In addition, the Employer may prepare periodic evaluations on continuing employees.

Written evaluations shall be prepared by the employee’s supervisor who is outside of the bargaining unit and who either has first hand knowledge of the employee’s work or has discussed and received recommendations from someone who does. The evaluations shall be limited to the

employee's performance of the duties assigned and factors related thereto. The evaluations shall be discussed with the employee and the employee shall be given a copy immediately after completion and shall sign the evaluation as acknowledging that he/she has read it. Such signature shall not constitute agreement with the evaluation.

ARTICLE XVII **RECORDS AND FORMS**

Section 17.1 Attendance Records

The Employer shall maintain accurate, daily attendance records. Employees whose work locations do not have a time clock shall keep daily time records on forms provided by the Employer. Employees shall be provided with a copy of the completed time record, if requested. An employee shall have the right to review his/her time and pay records on file with the Employer twice each calendar year and at the time of the employee's termination of employment.

Section 17.2 Notification of Absence

An employee shall provide advance notice of any requested absence from work by telephoning his/her supervisor within at least fifteen (15) minutes of the employee's scheduled starting time on the day of the absence. The supervisor shall not unreasonably deny an employee to be absent, with or without pay. Absence of an employee for three (3) consecutive work days, or three (3) non-consecutive work days in a twelve (12) month rolling calendar period shall be construed as a voluntary termination or cause for discharge, at the Employer's option. Failure to come to work or call in within one (1) hour of start time, except for extraordinary personal emergencies, shall constitute a no-show, no-call.

If the employee is unreasonably denied and a grievance is resolved the Employer will credit the employee with all hours worked and the employee will be given the number of hours he/she requested off with pay.

Section 17.3 Inspection of Records

All records of the Employer defined by law as public records shall be available for inspection by the Union upon written request directed to the Human Resources Director.

Section 17.4 Complete Forms

An employee required to sign any form prepared pursuant to this Agreement shall be given a copy of it. No employee shall be required to sign any form that is not properly completed.

Section 17.5 Information Provided to the Union

No later than two (2) weeks after the final payroll for each month, the Employer shall send to the Union written information concerning new hire names and addresses, social security numbers, department code, hire date, lay-offs, recalls, discharges, terminations, and any current employee address changes. However, to be compliant with Illinois privacy and confidentiality laws, the execution of waivers and/or releases by affected employees may be necessary to provide some of this information. The Employer shall be under no obligation to provide to the union the information contained in the Section for employees who refuse or fail to execute such required waivers and/or releases. This list will be sent to AFSCME, 212 South First Street, Rockford, Illinois, 61104.

Section 17.6 Notification of Leave Balances

The Employer agrees to maintain current information pertaining to all leave balances (sick, vacation, accumulated holidays and compensatory time). Upon reasonable request the employee shall be given an accurate statement of compensatory time. Sick leave and vacation leave will be posted on the employee's regular pay stub.

ARTICLE XVIII PERSONNEL FILES

Section 18.1 Official Files

Only one (1) personnel file will be maintained by the Employer for each employee and shall be held by the Human Resources Department located in the Administration Building, 404 Elm Street. An employee's supervisor may maintain an additional file pertaining to an employee which shall contain only job related information. Such files shall be confidential.

Section 18.2 Non-Job Related Information

Information concerning non-merit factors not related to the performance of the job duties shall not be placed in an employee's personnel file, nor be placed in a supervisor's file so maintained for the employee unless related to discipline.

Section 18.3 Addresses and Telephone Numbers of Employees

An employee shall provide the Employer with his/her current telephone number and residential address. The Employer shall not release an employee's telephone number and/or address without the employee's written permission, except as noted in Section 17.5.

Section 18.4 Employee Notification

A copy of any material related to employee performance which is permanently placed in the personnel file shall be given to the employee. (The employee shall initial and date such so acknowledging receipt.)

Section 18.5 Employee Review

1. Employees shall have the right, upon written request, to review the contents of their personnel and/or supervisor's file twice each calendar year and upon termination of employment with applicable department. Such review shall be within three (3) business days of the receipt of the written request, said form to be provided by the Human Resources Department located in the Administration Building, 404 Elm Street. Such review may be made during working hours with no loss of pay for time spent. Employees may designate in writing a representative of the Union to inspect employee's files.
2. Employees may request inspection of their personnel files at other reasonable times upon written request, said form to be provided by the Human Resources Department located in the Administration Building located at 404 Elm Street. Such review shall occur on the employee's own time. Such review shall be within three (3) days of the receipt of the written request.
3. Copies of all documents may be made at the cost as set forth in the Freedom of Information Act.

ARTICLE XIX **SENIORITY**

Section 19.1 **Definition**

Unless otherwise defined herein, seniority shall, for the purpose of this Agreement, be defined as an employee's continuous service with the Employer.

Section 19.2 **Termination of Seniority**

Seniority may be terminated for any of the following reasons:

1. resignation or retirement;
2. discharge for cause;
3. absence from work for three (3) consecutive workdays, or three (3) non-consecutive work days in a twelve (12) month rolling calendar period, without notification to the department head or supervisor;
4. failure to return to work immediately upon the end of a leave of absence or vacation;
5. absence from work because of layoff or any other reason, other than an approved leave of absence for disability, for a period of time in excess of eighteen (18) months;
6. failure to notify the Employer within one (1) week of the employee's intent to work upon recall from layoff, provided that a notice to report for work is sent

by registered or certified mail or by telegram to the employee's last known address.

Section 19.3 Commencement of Seniority

Seniority shall commence upon an employee's successful completion of the probationary period set forth in Section 1.2 and be retroactive to the employee's most recent date of hire. There shall be no seniority among probationary employees.

Section 19.4 Seniority Roster

Within sixty (60) days after the ratification of this Agreement by the parties; and annually thereafter, the Employer shall provide to the Union a seniority roster of their employees, noting the employee's date of hire, current position by job title and/or classification and dates entering such classifications. Unless an employee (or the Union) provides documentation to the contrary within thirty (30) days of receipt of such roster by the Union, the same shall stand approved.

**ARTICLE XX
VACANCIES**

Section 20.1 Permanent Vacancy

For the purposes of this Article, a permanent vacancy is created when the Employer determines to increase the work force and to fill a new permanent full time bargaining unit position, or when an incumbent employee leaves the bargaining unit for any reason and the Employer determines to replace the previous incumbent.

Section 20.2 Posting

When an opening develops, the position will first be posted internally in the Circuit Clerk's Office within three (3) working days of when the position is vacated and then remain posted for a period of no fewer than six (6) business days. The posting shall contain the current job description. Nothing in this paragraph shall be construed as a guarantee that the Employer will hire any person responding to such posting notice. Further, the Employer reserves the right to not fill the position or delay filling the position for legitimate cause.

**ARTICLE XXI
LAYOFFS AND RECALL**

Section 21.1 General Procedures for Layoff

The Employer shall determine whether layoffs are necessary, which decision shall not be made in an arbitrary or capricious manner. Although not limited to the following, layoffs shall ordinarily be for lack of work, lack of funds or to improve productivity. If it is determined that layoffs are necessary, employees will be laid off in the following order:

1. Part-time, short-term and probationary employees in an affected job classification in an order determined by the Employer;
2. The bargaining unit employee with the least seniority will be laid off first, and then in succession as defined by seniority. When two (2) or more employees have relatively equal experience, skill, ability and qualifications the employee(s) with the least seniority will be laid off first.

Section 21.2 Recall

Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months, provided that they notify the Employer in writing within five (5) business days of their layoff of their desire to be considered for recall. Employees on the departmental recall list have the obligation to keep the Employer advised in writing of their current address.

If there is a vacancy which the Employer decides to fill, employees who are on the recall list shall be recalled in the inverse order of their layoffs provided they are qualified to perform the work in the job classification to which they are recalled.

If an employee is recalled to a position in the same job classification and refuses it, such refusal shall terminate all further recall rights. If an employee has exercised his/her right to layoff in accordance with Article XII, Section 12.3, his/her recall rights shall not be terminated for refusal to accept a position with fewer hours than he/she previously worked. The Employer shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are qualified to perform the specific work involved in the affected job classification and who are willing to be recalled to said classification.

Section 21.3 Notice

The Employer agrees to provide to the Union and affected employees as much advance notice to layoff as possible. Except in cases of emergency, such notice shall be at least fifteen (15) days and shall include numbers, position classification(s), and department(s) involved.

Section 21.4 Application of Seniority

In the application of seniority in layoffs and recall, departmental seniority shall be the determining factor when, among employees involved, the qualifications, skill and ability to perform the work in question are relatively equal. When applying the principles of qualifications, skills and ability the Employer's decision shall be made in good faith and its actions shall not be arbitrary or capricious.

Section 21.5 Effects of Layoff

During the term of this Agreement, if the Employer exercises discretion to lay off an employee, then the employee shall be afforded an opportunity to maintain the health and dental insurance provided by the Employer at the time of the layoff by paying, in advance, the full applicable monthly premium for his or her individual and dependent (if applicable) coverage. If an employee opts to maintain his or her health and dental insurance coverage under this Section, then such employee shall be permitted to continue the insurance coverage for a period of up to eighteen (18) months from the date of layoff. Employee rights and benefits under this Section are subject to the terms and conditions of the applicable insurance policy or plan.

Section 21.6 Contracting Out

As provided in Section 2.1 "Rights Residing in Management," the Employer shall reserve the right to contract out any work it deems necessary. Except where an emergency situation exists, the Employer agrees to notify the Union forty-five (45) days before the Employer makes a decision to contract out work, where such contracting out would result in a layoff of existing bargaining unit employees, as a direct result of such contracting out. If the Union requests, in writing within ten (10) days of notification, the Employer will meet and confer on the matter. Such discussions may include, among other things, the relative economic costs and the effects of such action upon bargaining unit employees who may be laid off as a result of such contracting out, provided, however, that the Employer's decision following such discussion shall be final and will not be made a subject of a grievance.

ARTICLE XXII LEAVES

Section 22.1 Sick Leave

Sick leave shall be authorized for absence from duty because of personal illness, employee doctor or dentist appointment, or illness, injury, or medical appointment of an employees' child, spouse (as defined by Illinois law), sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. Sick leave for family members shall not exceed six (6) days per year without the expressed approval of the Circuit Clerk. Employees shall notify their supervisor of illness within at least fifteen (15) minutes of their scheduled starting time on the day they are ill. Unless in an emergency, an employee will inform their respective supervisor one week in advance of any doctor / dentist appointment. If an employee fails to give timely notice of illness under this Section, then the employee shall not be eligible to receive paid sick leave benefits for the absence, unless otherwise agreed upon in a particular instance by the Employer. Provided, however, that an employee shall be allowed two (2) instances of untimely notification without loss of paid sick leave benefits, per calendar year. All employees shall call their supervisor and report on their condition every working day they are absent, unless, in a particular instance, a supervisor excuses an employee from this requirement. The Employer may request, prior to payment for sick leave, evidence which may be in the form of written medical certification of use of sick leave if reasonable grounds exist to suspect abuse or if the absence has exceeded three (3) consecutive work days. Abuse of sick time is the utilization of sick days for reasons other than those stated above.

Employees shall earn sick leave at the rate of eight (8) hours per month up to a maximum of one thousand seven hundred and fifty (1,750) hours. The rate of pay shall be at the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the sick leave is taken. The employee shall be allowed to carry over from year to year of continuous service any unused sick leave allowed in this Article.

Sick leave accumulation may be converted to pension service credits in accordance with Illinois Municipal Retirement Fund regulations. Sick leave accumulation shall not be converted into any other form of compensation. Accrued unused sick leave will be forfeited at time of termination or retirement except as provided herein.

Section 22.2 Sick Leave Bank

1. Definitions

- A. Sick Leave Bank: A depository into which participating employees may donate accrued sick leave time for allocation to other participating employees.
- B. Participating Employee: An employee who has been employed by the Employer for a period of one (1) year or more who voluntarily enrolls in the sick leave bank by depositing at least one (1) full day of accrued sick leave in the bank.
- C. Catastrophic Illness Or Injury: A disabling physical or mental illness, injury, impairment or condition that requires in-patient care in a hospital, nursing home or hospice; or outpatient care requiring continuing treatment by a health care provider.

2. Procedure

- A. Participation in the sick leave bank shall, at all times, be voluntary on the part of any employee.
- B. A participating employee may deposit into the sick leave bank as much accrued sick leave as desired provided that the participating employee shall retain at least ten (10) sick days.
- C. Any sick leave in the sick leave bank may be used only for the participating employee's own catastrophic illness or injury.
- D. A participating employee shall not use sick leave accumulated in the sick leave bank until all of his or her accrued vacation time, sick leave and compensatory time have been used.

- E. Injuries and illnesses that are compensable under the Worker's Compensation Act or Worker's Occupational Diseases Act shall not be eligible for sick leave bank use.
 - F. An employee who cancels his or her participation in the sick leave bank shall not be eligible to withdraw the sick time he or she has contributed to the pool.
 - G. Any abuse of the use of the sick leave bank may result in disciplinary action, including discharge.
 - H. Upon termination, retirement or death, neither a participating employee nor his or her estate shall be entitled to payment for unused sick leave acquired from the sick leave bank.
 - I. Withdrawal from the sick leave bank shall be made in writing, to the participating employee's Department Head on a form provided by the Employer.
 - J. The Department Head shall approve or deny the withdrawal request after consulting with the Auditor.
 - K. No request for withdrawal from the sick leave bank shall be unreasonably denied.
 - L. A participating employee may withdraw up to twenty-five (25) days from the bank per calendar year.
 - M. Participating employees who enroll in the sick leave bank must wait thirty (30) calendar days before withdrawing from the bank.
 - N. In the event that a participating employee resigns from employment with the Employer within ninety (90) days of his/her enrollment in the sick leave bank, the accrued sick leave deposited by the employee shall be deleted from the balance in the sick leave bank.
3. Implementation.
- A. Sick leave bank shall be maintained by the Auditor.
 - B. The Auditor shall make every effort to provide for full implementation of the sick leave bank within six (6) months after execution of this Agreement.

Section 22.3 Medical Leave

Employees who have exhausted their accumulated sick pay days and are unable to report to work because of the start or a continuance of illness, injury or disability, may receive a medical leave without pay. The Employer will not arbitrarily deny such leave request. To qualify for such leave, the employee must report the need for such leave as soon as it becomes known, and thereafter furnish to the department head or designee a physician's written statement of the nature of the medical condition and the estimated length of time that the employee will be unavailable for work, together with a written application for such leave. Such leaves will ordinarily be granted for three (3) month periods and may be renewed upon the written request of the employee for additional periods of up to three (3) months each, at the Employer's discretion; however, such requests shall not be arbitrarily denied.

Before returning from a medical leave of absence, or at thirty (30) day intervals during such leave, the employee may be required, at the Employer's discretion and expense, to have a physical examination by a doctor designated by the Employer to determine the employee's capacity to perform assigned work or to verify the need to continue such leave. Medical certification shall be provided at the employee's expense at thirty (30) day intervals if the Employer has substantial reason for requesting such. Employees shall notify their supervisor of their availability to return to work at least five (5) working days prior to the expiration of the leave as granted or extended.

Section 22.4 Family and Medical Leave Act

1. General Provisions

- A. The Employer will provide leave to eligible employees as required by the Family Medical and Leave Act (FMLA).
- B. An eligible employee will be entitled to a total of twelve (12) work weeks of unpaid leave during a twelve (12) month period (defined as a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken) for one or more of the following:
 - The birth of a child of the employee.
 - The placement of a child with the employee for adoption or foster care.
 - To care for a spouse, child or parent of the employee when a serious health condition arises.

- A serious health condition that makes the employee unable to perform the functions of his/her position.
 - In cases of the birth or adoption of a child of the employee or serious health condition of an employee's spouse, child or parent, the employee shall be required to use any accrued vacation or compensatory time during leave granted, providing this does not interfere with eligibility for IMRF disability benefits. An employee's leave may be broken into time segments of less than twelve (12) weeks and/or may be taken as a reduced work schedule upon agreement of the Department Head.
- C. In cases of serious health conditions of the employee, the birth or adoption of a child of the employee, or the serious health condition of an employee's spouse, child or parent, the employee shall be required to use any accrued vacation, compensatory time or sick leave during leave granted, providing this does not interfere with eligibility for IMRF disability benefits. An employee's leave may be broken into time segments of less than twelve (12) weeks and/or may be taken as a reduced work schedule upon agreement of the Department Head.
- D. An employee shall submit a written Request Of Family/Medical Leave at least thirty (30) days in advance, where practical, stating both the purpose and the beginning and ending dates of the leave.
- E. Requests for Family/Medical Leave must be submitted to the employee's Department Head and the Human Resources Director.
- F. When leave is requested for a serious health condition, the County shall require the leave be certified by a health care provider. The certification (provided by the Human Resources Department) shall include the following:
- The date on which the serious health condition began.
 - The probable duration of the condition.
 - Appropriate medical facts regarding the condition.
 - A statement that the employee is needed to care for the child, spouse or parent or that the employee is unable to perform the functions of the position.
 - In the case of intermittent leave for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment.

- G. If a reduced work schedule or intermittent leave is approved, the employee may be temporarily transferred to an available alternate position for which the employee is qualified. All salary and benefits status will remain the same.
- H. The employee will be responsible for the health insurance premiums that are currently deducted from his/her payroll. If the employee's contribution is more than thirty (30) days late, the Employer may terminate the employee's insurance coverage. Any changes made (to either the benefits or premium) for employees will be passed to the employee on leave. A payment schedule will be explained and set up at the commencement of the leave. The County will continue to contribute its portion of the applicable premium.
- I. If an employee fails to return from leave for reasons other than the continuation, recurrence or onset of a serious health condition or other circumstances beyond the control of the employee, the County may recover the premium that was paid for maintaining group health plan coverage.
- J. An employee's rights after returning from leave under the provisions of this Section shall be governed by the provisions of Section 22.12 entitled "Employee Rights after Leave" of this Agreement.

Section 22.5 Worker's Compensation

In the event that an employee is disabled in a service-connected injury or illness, the employee shall be eligible for sick leave pay for only those days in which the employee is ineligible for compensation under the State of Illinois Worker's Compensation Insurance laws. The Employer will make every attempt to issue Worker's Compensation checks within a reasonable time period after it has been determined that the employee is eligible for such benefit.

Section 22.6 Bereavement Leave

When a death occurs in an employee's immediate family (defined as spouse, civil union partner, same-sex partner, child, step-child, sibling, parent, step-parent, mother or father-in-law, brother or sister-in-law, grandparent or grandchild) such employee, upon request, will be excused with pay for up to five (5) consecutive scheduled work days for the purpose of attending the funeral or other related matters. In the event of death of a relative other than the employee's immediate family as defined above, an employee may utilize accrued leave, or in the absence of any other accrued leave, an employee may utilize three (3) days leave without pay, unless such absence would unduly interfere with the operating needs of the Employer.

If the Employer has reason to suspect abuse, the Employer may require satisfactory evidence of the need for such absence.

Section 22.7 Discretionary Leaves

The Employer may in the exercise of discretion, grant a leave of absence without pay to any bargaining unit employee. The Employer shall set the terms and conditions of the leave.

Section 22.8 Court Leave

Employees who are required to serve on a jury shall be compensated at their regular rate of pay for each hour spent on jury duty up to the maximum number of hours the employees otherwise have been regularly scheduled to work. In order to receive compensation for jury leave, an employee must sign the jury duty check over to the Employer.

If the employee is required to attend Court for other than jury service, and not in the employee's official capacity performing work duties, then such absence from duty will be charged against any accrued leave, except accrued sick leave, provided the employee has accumulated such leave or, if he/she has not, it will be charged to leave of absence without pay. Provided, however, that if an employee is required to attend court as a witness in a criminal case, the employee shall be compensated at his/her regular rate of pay for each hour spent in court up to the maximum number of hours the employee otherwise would have been scheduled to work. Employees will be excused from work to attend court only if required by a subpoena to attend as a plaintiff, defendant or witness at a hearing not part of the Employer's business. Employees required to attend court on employer business outside of the employees' normal work hours shall be paid a minimum of two (2) hours or actual time worked, whichever is greater. Off-duty lunch periods shall not be compensated.

Section 22.9 Military Reserve Training and Emergency Call Up

Any full time employee, who is a member of a reserve unit of the United States or State of Illinois, shall be allowed leave with pay as required under applicable federal and state law. Extensions without pay shall be granted for such time as may be necessary for the employee to fulfill the military obligation. Such leaves shall entail no loss of seniority or other accrued benefits. Employees returning to work following these military obligations will be returned in compliance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) guidelines.

Section 22.10 Educational Leave

1. The Employer and the Union are committed to ensuring that Winnebago County Circuit Clerk employees receive training that will help maximize the productivity and quality of their work. To facilitate this goal, the Parties agree that providing annual training to employees is important and that the Circuit Clerk and the Union should, therefore, endeavor to provide such annual training. Annual training provided by the Union, including updating employees on new agreements and policies, and on the coordination of these policies and agreements with policies and procedures set forth in the collective bargaining agreement, can help to facilitate the maximization of

both quality and productivity. The Union may schedule up to one hour per year of such training. Where the Circuit Clerk has scheduled such training, the Union training may, by mutual agreement, be scheduled in conjunction with such sessions. Training provided for herein shall be without loss of pay.

2. If, because of changes in certification, accreditation or licensure, employees are required by the Employer to take courses on a part-time basis during an employee's regular working hours in order to retain their present position classification such employees shall be granted reasonable time for such without loss of pay. Those employees required to take courses on a full-time basis will be granted a leave of absence without pay.

Section 22.11 Time Off For Union Activities

Local union representatives or designates may utilize any accumulated time for Union business. If he/she has no accumulated time available, he/she may be allowed time off without pay for legitimate Union business if such time off does not substantially interfere with the operating needs of the Employer, as determined in the Employer's discretion.

Employees elected to positions of responsibility within the Union shall be released from duty with pay for purposes of attending annual conventions and training. Together these employees shall use no more than three (3) days in the aggregate during any one (1) contract year. Up to two (2) employees may be absent from work for Union activities at any time, so long as they are not assigned to the same work location as defined in Article XIV.

Section 22.12 Employee Rights After Leave

When an employee returns from any leave of absence permitted by this Agreement of six (6) months or less, the employee shall be returned to his/her same position in which the employee was incumbent prior to the commencement of such leave. When an employee returns from any leave (permitted by this Agreement) in excess of six (6) months, he/she shall be returned to the same position or a position in a comparable classification as he/she was incumbent prior to the commencement of such leave, if available. If the position or a comparable position is not available, the employee shall be subject only to the terms of Article XXI, Section 21.2, ("Recall") of this Agreement. An employee who has been off work in excess of twelve (12) months for any reason (other than an employee who is a worker's compensation claimant receiving TTD payments) may be terminated.

Section 22.13 Accrual During Disability Leaves

Notwithstanding any other provision in this Agreement, no paid leave (sick leave, vacation, holidays, etc.) will be accrued or earned while an employee is on any IMRF or unpaid disability leave.

Section 22.14 Personal Leave Days

Each full-time employee shall be entitled to one (1) personal leave day after six (6) months of employment. Employees shall accrue this personal day as of January 1st of each year. This personal leave day cannot be carried over from year to year.

Each employee may earn a maximum of an additional two (2) personal leave days based on accrued sick days. One (1) personal day may be earned for each twelve (12) sick days accrued as of January 1st of each year, up to a maximum of two (2) days for twenty-four (24) sick days accrued. These personal days may not be carried from year to year, unless the employee had requested the opportunity to use the leave day on a particular date, and that request had been denied. In no case will an employee be entitled to "cash out" the personal leave day(s) or in any way convert the day(s) to money for the employee.

An employee will be compensated for personal leave days the same number of hours that the employee would have been compensated had the employee worked his or her normally scheduled hours.

Except in case of an emergency or prior approval from the immediate supervisor, employees shall give at least three (3) days' advance notice before utilizing personal leave days.

Personal time may be used in four (4) hour increments.

ARTICLE XXIII **HEALTH AND SAFETY**

Section 23.1 Health and Safety

The Employer agrees to provide employees with a reasonably safe working environment. The Employer agrees to enforce and continue implementation of applicable laws governing health and safety in the work place.

Where a clear and present danger exists, the Union may initiate a grievance at the final step of the grievance procedure preceding arbitration.

Section 23.2 Damage to Personal Property

Upon proper documentation submitted to an employee's supervisor, an employee, who, through no fault of his/her own, suffers the damage or destruction of any personal property in the line of duty, shall be reimbursed for the cost of such damage or destruction.

Section 23.3 Communicable Diseases

If, as a result of work related responsibilities, an employee is exposed to communicable disease(s) that pose(s) a serious and/or long-term health hazard, the Employer shall, upon request, offer tests for such at no cost to the employee. Either employee(s) and/or Employer shall notify the other of exposure or existence of such disease upon learning of such.

Section 23.4 Medical Treatment/Therapy

Any employee who is undergoing treatment or therapy recommended by a licensed medical provider for a work related injury or illness shall be compensated at his/her regular straight time hourly rate of pay if such treatment or therapy is conducted during the employee's normal working hours. Provided, however, that the employee shall make every effort to schedule such treatment or therapy sessions at such time as would not interfere with his/her work schedule whenever practical.

Section 23.5 Reporting Injuries

Any employee who receives, or suffers, any injury during business hours while performing their official duties shall report such injury within three (3) business days on approved County reporting forms. Such notification will be made first to their direct supervisor, and then to the Administrative Assistant to the Deputy Chief.

**ARTICLE XXIV
MISCELLANEOUS PROVISIONS**

Section 24.1 Secondary Employment

All employees shall notify their immediate supervisor of their intent to obtain secondary employment. Such notification shall be on a form agreed to by the parties, and shall include the name of the potential employer and the position involved. The employee shall be notified in writing within two (2) days by the supervisor of any request to the Circuit Clerk for an opinion as to the existence of a conflict of interest with court employment. If a conflict is found, the Employer shall promptly notify the Employee of the opinion and the Employer may thereafter restrict or prohibit such secondary employment.

Section 24.2 Bulletin Boards

The Employer agrees to provide the space on existing bulletin boards currently being utilized by the Union to post information pursuant to this Section, or equivalent wall space.

Such bulletins may provide information on the Union meetings, elections and results, educational and social activities and other work-related Union matters. The space shall be for the sole and exclusive use of the Union and shall be the only locations within the Employer's facilities where the above mentioned bulletins may be posted. The items posted shall not be political, partisan, insulting or defamatory in nature, and shall be identified as to source and date of posting.

The Union will remove dated material, and the Union agrees to limit the posting of Union notices to its designated bulletin boards. All costs incident to preparing and posting of Union material will be borne by the Union and the Union will be responsible for maintaining its bulletin boards in an orderly and neat fashion.

Section 24.3 Parking Allowance

The employer shall provide at no cost to the employee one (1) parking space.

Section 24.4 Travel

Employees will not be required to furnish their own vehicles for job functions.

Section 24.5 Union Access

1. Dispute Resolution - One non-employee representative shall have reasonable access to the premises of the Employer in order to help resolve a serious dispute or problem arising under this Agreement. In order to receive access, a representative must provide notice to the appropriate department head and make arrangements to not disrupt the work of employees on duty. Upon mutual arrangement with the Employer in an emergency situation, Union staff representatives or local union representatives may call a meeting during work hours to present, resolve or clarify a problem.
2. Union Meetings on County Premises - The Employer agrees to allow the Union to use a County conference and meeting room(s) for Union meetings upon prior request by the designated Union representative, unless to do so would interfere with the operating needs of the Employer, or cause additional cost or inconvenience to the Employer. The Union shall hold the Employer(s) harmless for any damage caused by such use.

Section 24.6 Printing of the Agreement

The Employer shall provide each bargaining unit member with a printed copy of this agreement. Printing and printing costs shall be the responsibility of the Employer.

Section 24.7 Smoking Areas

In accordance with the Illinois Smoke Free Act of 2008, smoking is prohibited in all County of Winnebago facilities, buildings, or other structures and vehicles. Smoking is prohibited within fifteen (15) feet from entrances, exits, windows that open, and ventilation intakes.

Section 24.8 Inclement Weather

1. In the event inclement weather prevents an employee from reporting to work, he/she shall notify his/her immediate supervisor or other appropriate management official. The employee may have the option of taking a vacation day, accrued holiday time, compensatory time, or a day without pay.
2. If the Employer determines that certain services must be provided regardless of weather conditions, the Employer may make arrangements to provide

transportation, to and from the work place, to certain employees otherwise unable to report to work.

3. If the building is closed by the Employer prior to the start of the normal work day due to inclement weather, the employee(s) will be paid their regular rate of pay for the hours they would have worked. If an employee succeeds in reporting to his/her workplace, and the Employer subsequently decides to close the building where that employee works, the employee shall be paid for his/her remaining hours of scheduled work for that day.

Section 24.9 Drug Testing

A. DEFINITIONS.

1. Alcohol Test – A Breath Alcohol Test (BAT) administered by the designated testing facility.
2. Drug Test – A urine test performed by an approved testing facility – Winnebago County uses the standard 5-panel NIDA test which tests for the most common illegal substances, such as marijuana, cocaine, opiates, etc. However, if the requirements of the involved employee’s position mandates that a different type of test be utilized (e.g. testing required by the Dept. of Transportation), the test required by law will be used. In the event the employee cannot provide a urine sample, the clinic or hospital will be directed to utilize a blood draw.
3. Employee – any person on the Winnebago County payroll system.
4. Fitness for Duty Medical Exam – A medical exam conducted by a physician chosen by Winnebago County to determine if an employee is able to complete their job functions.
5. Property Damage – If an employee’s action results in damage to County, public or private property, other than standard “wear”, regardless of the extent and dollar value of the involved damage.
6. Probable Cause – A supervisor/manager has a concern based on an employee’s appearance and/or actions. Some examples of probable cause include, but are not limited to: if an employee is slurring their words, walking in an unsteady manner, acting in an unusual manner, if the employee smells of alcohol or of other substances that are prohibited by this policy, if the employee’s eyes are glassy, a material change in the employee’s conduct and/or performance or if the employee appears to be unresponsive. If a supervisor/manager has probable cause they will

contact the Human Resources Director or his or her designee to confirm the concerns.

7. Testing Facility – Winnebago County uses the Winnebago County Wellness Center, during its business hours, and/or immediate care clinics and/or hospitals to conduct the necessary tests – each facility independently contracts their outside testing laboratory and Winnebago County has neither influence nor control over those facilities. The facilities are certified and are directed to use a laboratory that meets the Department of Health and Human Services Standards.
8. Work Related Injury – Any injury to the employee requiring medical treatment above and beyond first aid.
9. Abuse of prescription drugs, over-the-counter drugs or other mind-altering substances – Includes, but is not limited to, an employee's use of a prescription drug written for another person; abuse of a prescription drug provided to the employee (i.e. use of a prescription in a manner other than prescribed); use of over-the-counter medications or other substances that may have mind-altering affects and/or that may otherwise negatively impact the employee's ability to safely and effectively perform the requirements of the position.
10. Random testing – Is testing required on a random, unscheduled basis as required by applicable law (e.g. Dept. of Transportation requirements). The Employer shall be prohibited from conducting random testing on bargaining unit employees outside the scope of that which is required by the Department of Transportation.

B. TYPES OF TESTING REQUIRED.

Employees may be required to undergo drug and/or alcohol testing as a condition of continued employment with the County of Winnebago. The types of testing that may be required include the following:

- Pre-employment testing (required after a conditional offer of employment has been extended); or
- Probable cause testing (as defined above);
- Testing as part of a fitness for duty medical exam (as defined above);
- Testing following an incident involving property damage while operating or using County-owned equipment or a work related injury (as defined above); and/or
- Random testing (to the extent required by applicable law or regulations).

C. DISCIPLINARY CONSEQUENCES. An employee who tests positive for alcohol, drugs, over-the-counter drugs or other mind-altering substances as a result of a test shall be subject to discipline, up to and including termination. Provided, however, that in the County's discretion, an employee may be allowed the option of treatment through the Employee Assistance Program (EAP) and discipline. The option of treatment and discipline is available to each employee only once during their period of employment with Winnebago County. If the employee selects the option that includes treatment and discipline, the terms and conditions of the treatment and discipline shall be decided by Management based on, among other factors, the employee's longevity with the County, their job responsibilities/duties, the office/department they work in, the employee's record of conduct and performance on the job, and extenuating circumstances that led up to the situation. Each case will be reviewed and determined individually by the Human Resources Department, in conjunction with the Department Head.

D. PROCEDURE.

1. Once the need for a drug and/or alcohol test is established, the Winnebago County Human Resources Director or his/her designee will complete the authorization form.
2. The authorization form will be presented to the employee by their supervisor/manager or the Winnebago County Human Resources Director or his/her designee.
3. The employee will be placed on a paid administrative leave until the testing process has been completed.
4. The employee shall be entitled to have a union representative present at all times, including accompanying the employee to the testing facility, so long as the request for union representation does not hinder the testing process.
5. Employees must successfully pass the drug and/or alcohol test. A passing drug test means a negative result is provided by the testing facility. A passing alcohol test means a BAT of 0.02.
 - a. If a drug test is returned with a positive result, the testing facility will complete the medical review process (MRO); the testing facility contacts the employee and determines if there is a legitimate medical reason for the positive test result. The testing facility **will not** provide positive drug results to Winnebago County until the MRO process has been completed. This process can take up to five (5) days.

- b. If a drug test is returned and noted as “diluted” or “non-negative”, the employee will be notified by the Human Resources representative and they will have one hour to return to the facility for a second test. If the second test is also noted as “diluted” or “non-negative”, the test will be considered as a failing test.
6. The Human Resources Department will receive the final alcohol and/or drug test results. If the employee failed to pass either test, the Human Resources Director or his/her designee will notify the involved Department Head as soon as possible. Either the Department Head or the Human Resources Director will contact the employee within two (2) business days of receiving the results and schedule a meeting to notify the employee of the results. Present at the meeting will be the employee’s Manager, Department Head and the Human Resources Director or his/her designee. The employee shall have the right to have a union representative present at the meeting.
7. Where probable cause (as defined above) exists, employees will be required to submit to a “fitness for duty exam.” Winnebago County will pay for an exam by a physician to determine if the employee is capable of performing their job duties. Employees found to be unable to perform their job duties will be considered “unavailable for work” and appropriate action will be taken, which may include discipline, up to and including termination.
8. Employees who want to seek assistance with a drug and/or alcohol problem must do so prior to being tested under this policy. Employees requesting assistance must speak to either the supervisor/manager, a human resources representative, or a trusted member of management and actively seek help prior to an incident which would give rise to probable cause for testing under this policy. The employer shall continue to offer a confidential employee assistance program (EAP) and benefits through the group health plan for this reason.
9. An employee who fails to cooperate in the testing process, interferes with the process, tampers with or adulterates a specimen, or in any other manner is determined by the County to be interfering with or delaying the testing process shall be considered to have had a “positive” test result for purposes of this policy and shall be subject to discipline under this policy as is otherwise applicable to a “positive” test result.

E. OBLIGATIONS.

1. Employees may not report to work under the influence of illegal drugs and/or alcohol nor may they have such substances in their possession while on County property or while operating County-owned equipment.

2. Employees may not report to work under the influence of prescription or over-the-counter drugs and/or other mind-altering substances that may impair their judgment and/or ability to complete their job functions.
3. Employees may not knowingly attempt to alter drug or alcohol test results. This includes drinking large quantities of fluids, taking herbal or other “home” remedies, substituting another person’s urine, sending another person to take the drug/alcohol test.
4. Employees must successfully pass the drug and/or alcohol test in order to be allowed to return to work.
5. Bargaining unit employees shall have the right to have a union representative present for any meeting, and/or drug/alcohol test, as long as the attempt to arrange for a union representative does not hinder the process.
6. The requirements of this policy apply to an employee when he or she is using County-owned vehicles and/or equipment, whether the employee is on or off duty.

Section 24.10 Employee Assistance Program

1. That the Employer may implement an Employee Assistance Plan (EAP) applicable to the bargaining unit employees at any time, now or in the future.
2. That the cost of an EAP implemented by the Employer shall be borne exclusively by the Employer.
3. Following the date the Employer first implements an EAP, pursuant to this Section, the Employer shall retain the right to change the EAP provider, or otherwise change the provisions of the EAP, so long as the basic level of benefits available to the Employee under the EAP remain substantially the same.
4. That notwithstanding any provision of this Agreement the Employer retains the unqualified right to terminate and discontinue an EAP with thirty (30) days advance written notice to the Union President.
5. That an Employee's participation in an EAP shall not be construed as a limitation on the Employer’s right to discipline the Employee in accordance with the terms of the collective bargaining agreement between the Employer and the Union.

Section 24.11 Collective Bargaining Agreement to be Provided to New Employee

Upon successful completion of the appropriate probationary period as provided for in Section 1.2, each employee shall be provided with a copy of the Collective Bargaining Agreement by the Employer.

Section 24.12 Union Orientation

The Union shall be allowed orientation for new hires up to one (1) hour with pay.

**ARTICLE XXV
WAGES AND OTHER PAY WAGES PROVISIONS**

Section 25.1 Wages

1. The base wage plan effective October 1, 2017 for entry level and current employees is outlined in Appendix A.
2. Longevity: Effective October 1, 2005, and each year thereafter, all employees who have completed three (3) or more years of service shall receive a one (1%) percent increase in their regular hourly rate of pay on their anniversary date. These increases shall be in addition to any general increase in regular hourly rate of pay agreed to by the Union and the Employer.

Section 25.2 Severance Pay

An employee shall be paid for all unused non-sick days accumulated time on the books as of the date of his/her resignation or retirement, including all holdover days resulting from the beginning of the payroll period.

Section 25.3 Reassignment

If the Employer assigns an employee to a classification higher than a deputy clerk wage and then reassigns the employee to a deputy clerk position, said employee will be paid the hourly rate at which the deputy clerk left. However, all increases that were bargained for will apply.

ARTICLE XXVI
NO STRIKE OR LOCKOUT

Section 26.1 No Lockout

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

Section 26.2 No Strike

During the term of this Agreement, there shall be no strikes, concerted stoppages of work, concerted mass absenteeism, or any other slow downs. Any or all employees who violate any of the provisions of this Section may be discharged or otherwise disciplined. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 26.3 Union Official Responsibility

Each employee who holds the position of officer or steward or committee person of the local Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In the event of a violation of Section 26.2, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

ARTICLE XXVII
AUTHORITY OF THE CONTRACT

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties shall thereafter attempt to renegotiate the invalidated provision(s) of the Agreement.

ARTICLE XXVIII
TERMINATION

Except as provided herein, this Agreement shall be effective as of the day it is fully executed by the Parties and shall remain in full force and effect until 11:59 P.M. on the 30th day of September, 2021. It shall be automatically renewed from year to year thereafter unless notice is given in writing no sooner than ninety (90) nor less than sixty (60) days prior to September 30, 2021 that modifications are desired.

In the event that such notice is given, negotiations shall begin no later than fifty (50) days prior to September 30, 2021. This Agreement shall remain in full force and effect during the period of negotiations.

ARTICLE XXIX
ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices whether written or oral, unless expressly stated in this Agreement.

The parties acknowledge that during the negotiations which resulted in 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, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

**LOCAL 473 OF THE AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
AFL-CIO, ILLINOIS COUNCIL 31**

WINNEBAGO COUNTY CIRCUIT CLERK

**BY: _____
Christopher Hooser, Council 31**

**BY: _____
Thomas A. Klein
Winnebago County Circuit Clerk**

**BY: _____
Rose Jackson, President**

DATE: November 29, 2018

**BY: _____
Darlene Gulbrantson**

**BY: _____
Brenda Petersen**

**BY: _____
Trishonya Penix**

**BY: _____
Antoinette Frisella**

DATE: November 29, 2018

APPENDIX A

WAGES

| | Year 1 Effective 10/01/2017 | Year 2 Effective 10/01/2018 | Year 3 Effective 01/01/2020 | Year 4 Effective 01/01/2021 |
|---------------------|---|---|---|---|
| Entry Level | \$13.20 | \$13.50 | \$13.80 | \$14.20 |
| All Other Employees | \$0.40 or 2.5% whichever is higher | \$0.40 or 2.0% whichever is higher | \$0.40 or 2.0% whichever is higher | \$0.50 or 2.0% whichever is higher |

APPENDIX B

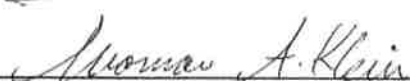
WORK SCHEDULE

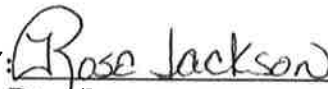
| Days | Hours |
|-----------------|-------------------|
| Monday – Friday | 8:00 AM – 5:00 PM |

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