

LABOR CONTRACT
BETWEEN
THE STEPHENSON COUNTY CIRCUIT COURT CLERK
AND
INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICAN, UAW AND ITS
LOCAL UNION #2261

COVERING
CERTAIN FULL-TIME AND REGULAR PART-TIME
EMPLOYEES IN THE STEPHENSON COUNTY
CIRCUIT COURT CLERK'S OFFICE

STEPHENSON COUNTY CIRCUIT CLERK EMPLOYEE

EFFECTIVE FOR THE PERIOD OF:

DECEMBER 1, 2021, THROUGH NOVEMBER 30, 2024

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AGREEMENT

This Agreement is entered into between the Stephenson County Circuit Court Clerk (hereinafter referred to as the Employer) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW and its Local Union #2261 (hereinafter referred to as the Union).

ARTICLE I

Recognition: New Classifications

Section 1. Recognition

The Employer recognizes the Union as the sole and exclusive collective bargaining representative in all matters concerning rates of pay, wages, salaries, hours of employment, and other conditions of employment for the following employees employed by the Stephenson County Circuit Clerk as certified by the Illinois State Labor Relations Board:

Included: All persons employed full-time or regular part-time by the Stephenson County Circuit Court Clerk's office within the following classifications: Deputy Circuit Court Clerks and Chief Deputy Circuit Court Clerks.

Excluded: All persons employed by the Stephenson County Circuit Court Clerk in the following classifications: Clerk of the Circuit Court, and Department Managers. All supervisory, managerial and confidential employees as defined by the Illinois Public Labor Relations Act.

Section 2. New Classifications

The Employer shall promptly notify the Union Representatives within fifteen (15) days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit. If the new classification is a successor title to a classification covered by this Agreement and the job duties are not significantly altered or changed then the new classification shall automatically become a part of this Agreement and the parties shall jointly file the appropriate petition for accretion with the Illinois State Labor Relations Board.

If the new classification contains a significant part of the work now being done by any of the classifications covered by this Agreement, or whose duties are similar to other bargaining unit employees, and the Union Representatives notify the Employer of a desire to meet within ten (10) days of the Union's receipt of the Employer's notice, then the parties will meet to review the proposed classification and if unable to reach agreement as to its inclusion or exclusion from the unit shall submit the question to Step 3 of the grievance procedure. However, the Employer is free to assign a temporary rate pending resolution of any negotiations or grievance procedures.

In the event where an arbitrator is assessing reasonableness of the proposed salary grade, he/she shall consider:

(a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employer's work force;

(b) Like positions with similar job content and responsibilities within the labor market generally; and

(c) Significant differences in working conditions to comparable position classifications.

Upon installation of the new position classification, the filling of such position classification shall be in accordance with the posting and bidding procedures of this Agreement.

ARTICLE II
Management Rights

Except as specifically limited by the express provisions of this Agreement, subject to the general administrative and supervisory authority of the Illinois Supreme Court and the Chief Judge of the 15th Judicial Circuit, the Employer retains traditional rights to operate the Circuit Court Clerk's office as well as those rights enumerated within the Illinois Public Labor Relations Act. Such management rights include, but are not exclusive of the following:

- (a) To plan, direct, control, and determine all operations and services of the Circuit Clerk's office;
- (b) To supervise and direct employees;
- (c) To establish the qualifications for employment and to employ employees;
- (d) To establish reasonable work rules and work schedules and assign such;
- (e) To hire, promote, transfer, schedule, and assign employees in positions and to create, combine, modify, and eliminate positions within the Circuit Court Clerk's office;
- (f) To suspend, demote, discharge, and take other disciplinary action against employees for just cause (probationary employees without cause);
- (g) To establish reasonable work and productivity standards and, from time to time, amend such standards;
- (h) To lay off employees;

- (i) To maintain efficiency of Circuit Court Clerk operations and services;
- (j) To determine the methods, means, organization, and number of personnel by which such operations and services shall be provided;
- (k) To maintain efficiency of Employer's operations;
- (l) To take whatever action is necessary to comply with state and federal law;
- (m) To change or eliminate methods, equipment, and facilities for the improvement of operations;
- (n) To determine the kinds and amounts of services to be performed as they pertain to operations and the number and kind of classifications to perform such services;
- (o) To contract out for goods and/or services;
- (p) To determine the methods, means, and personnel by which operations are to be conducted; and
- (q) To take whatever action is necessary to carry out the functions of the Circuit Court Clerk's office in emergency situations.

ARTICLE III
Representation

Section 1. Union Representatives

The Employer agrees to recognize the following Union Representatives: one (1) Committee person and one (1) Alternate from the bargaining unit for the purpose of negotiating and settling grievances in Step 2 and above. The above Union Representatives will be elected or selected by the Union. Should there be a substantial change during the life of this Agreement, the parties shall meet for the purposes of working out a redistribution of Union Representatives.

Section 2. Administration of Agreement

The Union Representatives shall provide written notice to the Employer within ten (10) working days following election or selection of its representative who shall be responsible for the enforcement and administration of this Agreement.

Section 3. Attendance at Union Meetings

Subject to the need for orderly scheduling in the courts and in emergencies, the Employer agrees that elected officials of the Union shall be permitted reasonable time off with loss of pay to attend general board or special meetings of the Union provided that at least twenty-four (24) hours notice of such meetings shall be given in writing if possible to the Employer and provided further that the names of all such officials and officers shall be certified in writing to the Employer.

Section 4. Required Union Representatives Activity

Employees shall be allowed necessary and reasonable paid time during work hours to attend grievance hearings, labor/management and other committee meetings, negotiations, and other necessary and reasonable activities so long as they have been established by this Agreement, and/or other meetings called or agreed to by the Employer if said employees are entitled or required to attend such by virtue of their status as grievants or witnesses thereto, or as designated representatives of the Union requested to assist such grievants during appropriate grievance procedures.

Section 5. Leave Without Pay to Attend Union Representatives Meetings

With consent of the Employer, one (1) employee per certified bargaining unit may request a leave of absence without pay to attend Union conferences, seminars, and conventions. Such leave shall not exceed ten (10) working days within a year. Such request must be in writing at least three (3) days prior to the requested leave of absence and shall not be compensated for by the Employer and consent shall not be reasonably withheld.

Section 6. Union Representatives Access

Union Representatives or their designee shall have access to the premises of the Employer during an emergency situation in order to help resolve a serious dispute or issue. In order to receive access, such representative must provide notice if possible to the Employer and make necessary arrangements so as not to disrupt the work of the employees. An International Representative of the Union, upon notifying the Employer, shall be permitted on the Employer's premises during normal working hours for the purpose of investigating grievances for Step 3 or beyond, to conduct other

Union business with the Circuit Court Clerk, or to handle internal affairs with the Union.

Section 7. Bulletin Boards

The Employer shall provide bulletin board and space for the use of the Union at the courthouse in a location mutually agreeable to the Union and the Employer. Such location shall not be readily accessible to the public.

Section 8. List of Employees

The Employer shall provide to the UAW Financial Secretary a list on a monthly basis for all changes of all employees other than exempt employees hired, transferred, promoted, placed on leave, laid off, recalled, or terminated. Included will be their rate of pay, job classification, social security number, address, and effective date. If there are no changes then no report is required.

Section 9. Use of Meeting Rooms

To the extent feasible, the Employer shall upon request provide the Union use of a meeting room for Union meetings. Union meetings on County Courthouse premises shall be governed by the Employer's operational considerations.

ARTICLE IV
Union Security

Section 1. Check-off

The Employer shall direct the deduction of the amount of Union dues, initiation fee, and assessments, if any, from such employees pay pursuant to this Article with regard to full dues check-off and any authorized increase therein, pursuant to any valid current check-off authorization provided to the Employer by any current bargaining unit employee and shall remit such deduction on a monthly basis to the Union at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increases in dues in writing at least thirty (30) days prior to its effective dates.

Section 2. Submission to Union

All sums deducted will be submitted to the proper Union official designated by the Union to the Employer within two (2) weeks after the day on which the monies deducted would otherwise have been paid.

Section 3. Listing

The Employer shall furnish the designated Union officer a monthly list of those for whom deduction have been made and the amount of such deductions. In the case of employees rehired, return to work after layoff, leave of absence, or disability, or being transferred back into the bargaining unit who still have on file a current authorization form, deductions will be made according to the terms of said authorization.

Section 4. Indemnification

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

ARTICLE V

Non-Discrimination

The Employer and the Union agree that in their respective practices and policies, and with regard to the application of any provision of this Agreement, they shall comply with applicable and valid state and federal laws regarding non-discrimination. In addition, neither the Employer nor the Union shall discriminate against any employee covered by this Agreement on the basis of his/her political beliefs or affiliation.

ARTICLE VI

No Strike and No Lockout

Section 1. No Strike/Slowdown

During the term of this Agreement, neither the Union Representatives nor any officers, agents, designees, or employees of the Employer shall instigate, promote, sponsor, engage in, or condone any strike (including sympathy strike), slowdown, converted stoppage of work, or any other intentional disruption of the operations of the Employer, regardless of the reasons for doing so.

Section 2. No Lockout

During the term of this Agreement, the Employer shall not instigate a lockout.

Section 3. Union Representatives Responsibility

Upon written notice by the Employer to the Union Representatives that certain members/employees are engaged in a violation of this Article, the Union Representatives shall immediately in writing order such members to return to work, provide the Employer a copy of such, and the bargaining agent of the Union shall promptly and publicly order them to return to work and do whatever acts reasonably necessary to secure their immediate return to work.

Section 4. Penalties

Any employee engaging in activity prohibited by this Article, or who instigates or gives leadership to such activity, shall be subject to discipline by the Employer.

Section 5. Mediation

In the event negotiations are not completed thirty (30) days prior to the expiration date of this Agreement, or if a good-faith impasse is reached prior thereto, either party may request appointment of a mediator by the Federal Mediation and Conciliation Service, and shall notify the Illinois State Labor Relations Board of the appointment.

Section 6. Interest Arbitration

If any dispute concerning the contents of the collective bargaining Agreement under negotiation has not been resolved prior to fourteen (14) days before the expiration date of this Agreement, the parties shall initiate arbitration, and notify the Illinois State Labor Relations Board. In such event, the questions shall be submitted for arbitration to an arbitrator chosen as follows:

(1) The arbitrator shall be the person next in order on a rotating list of arbitrators previously agreed upon by the Circuit Court Clerk and the Union and who is available to arbitrate based on the schedule set below. An arbitrator shall remain on the list until such time as either side requests his/her removal; provided, however, that neither side shall request the removal of an arbitrator during the arbitrator's first year on the list or while the arbitrator is serving on an arbitration panel.

(2) If the parties have failed to select a list of arbitrators by mutual agreement, they shall select from among the seven (7) person panel sent by the Labor Board pursuant to its Rules.

Within fifteen (15) days of his/her selection, the arbitrator shall call a hearing to begin within fifteen (15) days and shall give reasonable notice of the time and place of such hearing. The arbitrator shall preside over the hearing and shall take testimony.

Any oral or documentary evidence and other data deemed relevant by the arbitrator may be received in evidence. The

proceedings shall be informal. Technical rules of evidence shall not apply and the competency of the evidence shall not thereby be deemed impaired. A verbatim record of the proceedings shall be made upon the request of either party or the arbitrator. The arbitrator shall arrange for the necessary recording service. Transcripts may be ordered at the expense of the party ordering them, but the transcripts shall not be necessary for a decision by the arbitrator. The expense of the proceedings, including a fee for the arbitrator, established in advance by the parties, shall be borne equally by each of the parties to the dispute. The hearing conducted by the arbitrator may be adjourned from time to time, but unless otherwise agreed by the parties, it shall be concluded within (30) days of the time of its commencement. Arbitration proceedings under this Section shall not be interrupted or terminated by reason of any unfair labor practice charge filed by either party at any time.

The arbitrator may issue subpoenas, administer oaths, require the attendance of witnesses and the production of such books, papers, contracts, agreements, and documents as may be deemed by him/her necessary material to a just determination of the issue in dispute. If any person refuses to obey a subpoena, or refuses to be sworn or to testify, or if any witness, party, or attorney is guilty of any contempt while in attendance at any hearing, the arbitrator may invoke the aid of any Circuit Court Judge designated to hear the case by the Supreme Court of Illinois, which court shall issue an appropriate order.

If at any time before the rendering of an award, the arbitrator is of the opinion that it would be useful or beneficial to do so, the arbitrator may remand the dispute to the parties for further collective bargaining for a period not to exceed two (2) weeks. If the dispute is remanded for further collective

bargaining the parties shall agree to extend the time provisions of the Illinois State Labor Relations Board of the remand.

At or before the conclusion of the hearing, the arbitrator shall identify the issues in dispute and direct each of the parties to submit, within such time limit as the arbitrator shall prescribe, to the arbitrator and to each other its last offer of settlement on each issue. As to each economic issue, the arbitrator shall adopt the last offer of settlement which, in the arbitrator's opinion, more nearly complies with the factors (1) through (8) listed below. The findings, opinions, and order as to all other issues will be based on the factors (1) through (8) listed below. The determination of the arbitrator as to the issues in dispute shall be conclusive. The arbitrator, within thirty (30) days after the conclusion of the hearing or such further additional periods to which the parties may agree, shall make written findings of fact and promulgate a written opinion and award, and shall mail or otherwise deliver a true copy thereof to the parties and their representatives.

Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitrator shall base his/her findings, opinions, and order upon the following factors, as applicable.

- (1) The lawful authority of the Employer;
- (2) Stipulations of the parties;
- (3) The interests and welfare of the public and the financial ability to meet those costs;
- (4) Comparison of the wages, hours, and conditions of employment of the employees involved in the arbitration proceedings with wages, hours, and conditions of

- employment of other employees performing similar services and with other employees generally;
- (5) The average consumer prices for goods and services commonly known as the cost-of-living;
 - (6) The overall compensation presently received by the employees, including direct wage compensation, vacation, holidays, and other excused time, insurance and pension, medical and hospitalization benefits, the continuity and stability of employment; and all other benefits received;
 - (7) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings; and,
 - (8) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment through voluntary collective bargaining mediation, fact-finding, arbitration, or otherwise between the parties, in the public service or in private employment.

However, the arbitrator shall not make an award that is contrary to the constitutional, statutory, common law, or inherent powers of the judiciary or Supreme Court rules and orders.

Awards of the arbitrator shall be reviewable, upon appropriate petition by either the Circuit Court Clerk or the exclusive bargaining representative, or by such circuit court judges as has been designated by the Supreme Court of Illinois. The arbitrator's award shall be reviewable only for reasons that the arbitrator was without or exceeded his/her statutory authority or the order is contrary to the constitutional, common law, or inherent powers of the judiciary, or to a Supreme Court Rule or Order; or the award is arbitrary, or capricious; or the award was procured by fraud, collusion, or other similar and unlawful means. Such petitions for

review must be filed with the appropriate circuit court within ninety (90) days following the issuance of the arbitration award. The pendency of such proceeding for review shall not automatically stay the order of the arbitrator. The party against whom the final decision of any such court shall be adverse, if such court finds such appeal or petition to be frivolous, shall pay reasonable attorney fees and costs to the successful part as determined by said court in its discretion. If said court's decision affirms the award of money, such award is retroactive, and shall bear interest at the rate of twelve percent (12%) per annum from the effective retroactive date.

During the pendency of proceedings before the arbitrator, existing wages, hours, and other conditions of employment shall not be changed by action of either party without the consent of the other, but a party may so consent without prejudice to its rights or position under the Illinois Public Labor Relations Act or this Agreement.

All the terms decided upon by the arbitrator shall be included in an agreement to be submitted to the Circuit Court Clerk's governing body for ratification and adoption. For purposes of any interest arbitration pursuant to this contract, "governing body" means the three (3) persons appointed by the Supreme Court to serve as the governing body.

The governing body shall review each term decided by the arbitrator and submitted to it. If the governing body fails to reject one or more terms of the arbitrator's award by a 3/5 vote of those duly appointed and qualified members of the governing body, within twenty (20) days of issuance, such term or terms shall become a part of the collective bargaining agreement of the parties. If the governing body affirmatively rejects one or more terms of the arbitrator's award, it must provide reasons for such rejection with respect to each term so rejected with twenty (20)

days of such rejection and the parties shall return to the arbitrator for further proceedings and issuance of a supplemental award with respect to the rejected terms. All reasonable costs of such supplemental proceeding, including the Union's reasonable attorney's fees, as established by the arbitrator, shall be paid by the rejecting party. Any supplemental award by an arbitrator shall be submitted to the governing body for ratification and adoption in accordance with the procedures and voting requirements set forth above.

If the governing body of the Employer votes to reject the arbitrator's award, the parties shall return to the arbitrator within thirty (30) days from the issuance of the reasons for rejection for further proceedings and issuance of a supplemental award.

ARTICLE VII
Labor/Management Meetings

Section 1. Labor-Management Conferences

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union Representatives and responsible administrative personnel representing the Employer. Such meetings may be requested by either party by placing in writing, not less than seven (7) days in advance, a request to the other for a "labor-management conference" stating the specific items to be discussed.

The International Union Representative may attend these meetings.

Section 2. Purpose

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences," and negotiations for the purpose of altering any or all of the terms of this Agreement shall not be carried on at such meetings.

Section 3. Judges, Attendance

In the event that one of the items to be discussed at a meeting involves one or all of the judges or the Chief Judge, and the union believes that the attendance of that judge or judges would be useful to the discussion of the item, the Union may request the attendance of that judge or judges in its request for a "labor-management conference." In that event, the Employer will invite the judges specified in the request to attend the meeting,

but the Union agrees that the Employer has no control over the attendance of a judge, and the failure of a judge to attend a meeting is not subject to the grievance and arbitration provisions contained in this Agreement.

ARTICLE VIII

Work Safety

Section 1. Compliance with Laws

In order to maintain safe working conditions, the Employer shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. All such employees shall comply with all safety rules and regulations established by their Department Managers and are subject to disciplinary action for violations there from.

Section 2. Unsafe Conditions

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition or equipment shall immediately inform their Department Managers who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job should be discontinued.

Section 3. Safety Grievance

A grievance involving an alleged violation of this Article shall be submitted directly to Step 2 of the grievance procedure and a grievance hearing shall be promptly scheduled.

Section 4. Safety Meetings

The safety meetings established pursuant to this Article, with all bargaining units may meet in conjunction with the "labor-management conferences" held pursuant to the terms and conditions of this Agreement and shall be for the purpose of identifying and correcting unsafe or unhealthy conditions. These meetings may, but

need not, meet at the same time as the aforementioned "labor-management conferences."

Section 5. Safety Committee

The Union and the Employer shall select the representatives on the safety committee. There shall be a Union Representative from each bargaining unit on the safety committee. Union representatives selected shall not lose pay as a result of these meetings.

ARTICLE IX
Personnel Files

Section 1. Personnel Files

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

Section 2. Inspection

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

- (a) Such inspection shall occur no longer than seven (7) days following receipt of the request;
- (b) Such inspection may occur during an employee's working hours upon reasonable written request;
- (c) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein.
- (d) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his/her file with respect to such grievance, that employee may have a Union Representative present during such inspection and/or may designate in such written authorization that said

representative may inspect his/her personnel file subject to the procedures contained in this Article;

- (e) If an employee disagrees with any information contained in the personnel file, the employee may submit a written statement of his/her position which shall become an integral part of that portion of the file over which disagreement exists, until such portion is permanently removed from such file; and
- (f) Pre-employment information, such as reference reports, credit checks, or information provided the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying.

Section 3. Notification

An employee shall be given notice by the Employer when a formal, written warning or other disciplinary documentation is permanently placed in his/her personnel file.

Section 4. Submissions to File

An employee has a right to submit pertinent information to be put in his/her personnel file.

ARTICLE X
Discipline

Section 1. Discipline

The parties recognize the authority of the Employer or Department Managers to reprimand in writing, suspend, discharge, or take other corrective action against an employee for just cause. Discipline when invoked will normally be progressive in nature such as: verbal reprimand, written reprimand, suspension(s), and discharge. However, the Employer or Department Managers shall have the right to invoke a penalty which is appropriate to the seriousness of an individual incident or situation.

Section 2. Investigations

The parties agree that disciplinary action must be supported by a timely and accurate investigation. An employee shall be entitled upon request to the presence of a Union Representative at any meeting at which discipline may or will take place, or at an investigatory interview of the employee by the Employer or Department Managers regarding charges which, if substantiated, could result in suspension or discharge. The employee will be advised of the nature of any disciplinary or investigatory meeting before it commences.

Section 3. Disciplinary Conferences

Whenever an employee is to be formally charged with a violation of any rule, regulation, or policy, a Disciplinary Conference shall be scheduled and the employee and the Union shall be notified in writing of the charge. The employee shall have Union representation at this conference if he/she so requests. The employee shall be informed of the nature of the charges against

him/her and the reasons that disciplinary action is intended. The employee shall have the right to make a written response to the results of the Disciplinary Conference which shall become a part of the employee's record.

Section 4. Disciplinary Action

The employee and the Union shall be given a copy of the written notice of charges and disciplinary action if determined. Formal notification to the employee and the Union of disciplinary action shall be in the form of a letter spelling out charges and advising the employee of the right to appeal. Any employee who alleges that disciplinary action is not based upon just cause may appeal such action into Step 2 of the grievance procedure.

Section 5. Limitations

The Employer or Department Managers agree herein that disciplinary action shall be taken in a timely manner and shall not be taken more than ten (10) working days from the date the incident giving rise to such disciplinary action occurred or from the date the Employer or Department Managers first became aware of such incident and shall recognize only that disciplinary action appropriately documented and filed in the employee's central personnel file and not other working files maintained by other management staff. Furthermore, the Employer or Department Managers shall, prior to actual imposition of discipline, afford the subject employee an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable and not be unduly or unreasonably delayed, and the employee should be informed clearly and concisely of the basis of such action. Furthermore, upon request of the Employee, a Union Representative

shall be allowed to be present and participate in such discussions. Any employee who alleges that disciplinary action is not based on just cause may appeal such action into Step 2 of the grievance procedure.

Section 6. Notice of Discipline

In the event disciplinary action is taken against an employee, other than oral discipline, the Employer or Department Managers shall promptly furnish written notice to the employee which shall clearly and concisely state the reasons for such discipline. Copy of such written notice shall be maintained in the employee's central personnel file.

ARTICLE XI
Grievance Procedure

Section 1. Definition of a Grievance

A grievance is defined as any difference, complaint, or dispute between the Employer and the Union Representatives or any employee(s) regarding the application, meaning, or interpretation of this Agreement or past practice. The parties will make every effort to settle grievances at the earliest possible step.

Section 2. Grievance

A written grievance shall contain a statement of the grievant's complaint, the Article and Section of the Agreement or past practice allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee(s) and the date.

Section 3. Grievance Procedure

Step 1. The Union Representative and/or the employee shall take up the grievance or dispute with the Department Managers within ten (10) working days of the date of the grievance or of the employee knowledge of its occurrence. The Department Managers shall attempt to adjust the matter and shall respond to the Union Representative and/or the employee within three (3) calendar days.

Step 2. If the grievance has not been settled, it shall be reduced to writing by the Union Representative to the Circuit Court Clerk within five (5) working days after the Department Managers' response is due. The Circuit Court Clerk shall answer the grievance in writing on the space provided on the grievance form within five (5) working days.

Step 3. If the grievance still remains unsettled, it may be appealed to Step 3 by the Union on the space provided on the grievance form within five (5) working days after receipt of the Circuit Court Clerk's answer. A joint meeting will be set up as soon as possible comprised of the union Committee accompanied by the International Representative if he so desires and the Circuit Court Clerk's committee to discuss and attempt to settle the grievance(s). The Employer will allow the Union committee a reasonable amount of time to prepare for a Step 3 meeting. Grievances must be answered by the Employer in writing on the grievance form within five (5) working days after the meeting.

Step 4. A grievance not settled in the prior step may be referred to arbitration by either party by appeal in writing within fifteen (15) working days from the receipt of the answer in Step 3. Such appeal shall be by letter from the Union stating the number of the grievance being appealed.

Section 4. Arbitration Procedures

Representatives of the Employer and the Union shall meet and attempt to select a mutually agreed upon arbitrator. If the parties are unable to agree on an arbitrator within ten (10) working days after the meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The panel shall be a Regional Panel of Arbitrators belonging to the National Academy of Arbitrators (NAA). Either party may reject an entire panel of arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he/she set a time and place for the

hearing, subject to the availability of the Employer and Union Representatives and shall be notified of the issue where mutually agreed by the parties.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Rules of the American Arbitration Association shall apply.

The Employer and Union Representatives shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer.

Questions of procedural arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall neither amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement.

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement or to use expedited arbitration procedures.

The decision and award of the arbitrator shall be final and binding on the Employer, the Union Representatives, and the employee(s) involved.

If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay one-half (1/2) the transcription fee and the cost of duplicating its copy.

Section 5. Processing Grievances During Working Hours

The Union Representatives and employee members may investigate and process grievances during scheduled working hours without loss of pay.

Section 6. Time Limits

There shall be three (3) copies of the grievance form and the grievance shall cover one matter. In case an answer is not rendered within the time limits, the grievance may be taken to the next succeeding step. In case a grievance is not filed or appealed within the time limits, it shall be deemed to be abandoned and the same subject matter shall not be considered further or made the subject of a further grievance.

Section 7. Extensions

Time limits in any step may be extended by mutual agreement of the parties.

Section 8. Testifying

Employees testifying at an arbitration hearing will be made available without loss of pay; however, whenever possible they shall be placed on call to minimize lost time from work, unless they are required to assist the principal Union Representative in the conduct of the case.

ARTICLE XII

Hours of Work and Overtime

Section 1. Regular Hours/Meal Periods

The regular hours of work each day shall be consecutive except that they may be interrupted by:

- (a) One (1) hour unpaid lunch period and;
- (b) two (2) fifteen (15) minute paid rest periods during an employee's shift. The paid rest periods should be used one in the morning before 11:00 and one in the afternoon before 4:00. If held up in court then the paid rest periods shall be used whenever possible that day.

The Employer or Department Managers maintain the right to reschedule these meals and rest periods due to emergency operational requirements or to accommodate the occasional needs of an employee.

Section 2. Work Period

(a) The regular work period for the following covered employees by this subsection shall consist of eight (8) consecutive hours and the regular work week shall consist of five (5) consecutive days although the Employer or Department Managers maintain the right to reschedule these hours and days due to emergency operational requirements.

Full-time Employees: 8:30 A.M. - 4:30 P.M.

With a one (1) hour unpaid
lunch period.

(b) The regular work period for regular part-time employees shall be set by the Employer or Department Managers provided that such employees are regularly scheduled to work less than thirty (30) hours per week.

Section 3. Work Schedules

The Union will be informed prior to any changes in the work schedule and discussions to the reasons therefore.

Section 4. Overtime

a) Employees shall receive the following overtime: one and one-half (1 ½) times their regular rate of pay for each hour worked beyond thirty-five (35) working hours in a work week period for clerk work in a courtroom or when the employer or Department Managers pre-approve the over-time for clerk work in the office. Holiday hours will be considered as hours worked for the purpose of figuring overtime.

b) Overtime compensation shall not be paid more than once for the same hours under any provision of this Agreement.

c) Employer or Department Managers pre-approved overtime hours worked by an employee on Saturdays and/or Sundays will be paid at two (2) times the employee's regular rate of pay. However, the Saturday and/or Sunday hours will not be included in the total number of weekly hours worked for purposes of other overtime. _

Section 5. Overtime Distribution

The Employer or Department Managers shall attempt to distribute overtime as equally as possible among employees who regularly perform the work in which the overtime is needed, but the failure to do so shall not be subject to the grievance and arbitration procedures contained in this Agreement.

Section 6. Compensatory Time

Employees may opt to receive compensatory time off at their regular rate of pay for each hour actually worked beyond thirty-five (35) hours in a regular work week period or overtime pay per Section 4 of this Article. Compensatory time may be granted in time blocks that are mutually agreed upon between the involved employee and his/her supervisor. If mutual agreement cannot be reached on compensatory time off, the employee shall receive his/her rate of pay for overtime worked in accordance with Section 4 of this Article.

Section 7. Court Time

Employees working in court on any given day who are not given their full lunch or breaks may take this time at a later date or compensatory time at their option.

Section 8. Part-time Employees

Regular part-time employees shall receive compensatory time off or be paid at their regular rate of pay for any hour or part of an hour over thirty (30) in a work period.

Section 9. Exceptions

Time off for holidays or accumulated vacations, personal days, sick leave, or other leaves of absence periods granted shall not be counted as time worked for purposes of computing overtime compensation.

ARTICLE XIII

Seniority, Layoff, and Recall

Section 1. Definition

"Seniority" for all regular full-time and regular part-time employees shall be defined as the length of service in the Stephenson County Circuit Court Clerk's office from the last date of hire.

Section 2. Termination of Seniority

Seniority shall be terminated when an employee:

- (a) resigns or otherwise quits;
- (b) is discharged for just cause (however, if such discharge is reversed through the grievance procedure, the issue of seniority is subject to the remedy attained within the grievance procedure);
- (c) retires;
- (d) does not return to work from layoff within seven (7) working days after being notified to return, except when such failure to return to work is due to circumstances beyond the employee's control and the Employer or Department Managers were notified prior to the totaling of the seven (7) day period; or
- (e) has been absent from work three (3) consecutive days without notifying the Employer or Department Managers, except when the failure to notify is due to circumstances beyond the employee's control.

In cases of seniority loss, the Employer or Department Managers shall issue written notification to the employee at his/her last known residence of such loss and that employment is terminated, with a copy of such forwarded to the Union Representatives.

Section 3. Acquiring Seniority Upon Hire and Reinstatement

All new employees and those hired after loss of seniority and subsequently rehired within twelve (12) months of termination of

employment within the same unit shall be considered probationary employees until they complete the required nine (9) month probationary period as set forth in Section 3 of Article XIV of this Agreement.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his/her last date of hire with the Employer within the same unit in a position covered by this Agreement. The Employer or Department Managers shall, upon request, grant a probationary employee an oral evaluation after three (3) months of service.

In cases of an employee who resigns after giving two (2) weeks notice and who is subsequently rehired by the Employer or Department Managers within the same unit within twelve (12) months of such termination of employment, his/her rate of pay will be reinstated at the same rate he/she was receiving at the time of termination plus any increases. Also his/her original seniority date shall be restored upon completion of three (3) consecutive years of employment. Until such time, seniority shall accrue as of his/her date of rehire upon successful completion of his/her probationary period.

Section 4. Seniority Roster

The Employer or Department Managers shall maintain, post, and keep current, within each bargaining unit covered by this Agreement, a seniority roster by classification. The Union Representatives shall be provided a copy of the seniority roster on the date of posting, which shall be no less than annually.

Section 5. Regular Part-time Employees

Part-time employees are employees who work less than thirty (30) hours per week. These employees will accrue seniority for benefit purposes only. Effective upon the date of this Agreement, if a regular part-time employee is hired full time upon completion

of his/her probationary period, his/her part-time seniority will be pro-rated and added to his/her full-time seniority.

Section 6. Layoff

The word "layoff" means a reduction in force. Layoffs shall ordinarily be for lack of work or lack of funds. If it is determined that layoffs are necessary, employees shall be laid off in the following order within the specific job classification wherein a layoff is being experienced:

- (a) temporary employees; seasonal employees; provisional employees;
- (b) part-time employees;
- (c) probationary employees; and
- (d) regular full-time employees in accordance with their seniority.

Section 7. Layoff Notice

To the extent feasible, in the event of a layoff, employees will be given a thirty (30) day notice.

Section 8. Recall

When increases occur, employees will be recalled in reverse order of layoff in accordance with their seniority. An employee has seven (7) days to answer to recall.

The Employer or Department Managers will not post any jobs or hire any new employees where employees are subject to recall.

Section 9. Recall Rights

An employee shall have recall rights from layoff for a period equal to the employee's seniority or three (3) years, whichever is greater.

ARTICLE XIV

Vacancies and Promotions

Section 1. Permanent Vacancy

A permanent vacancy is created when the Employer or Department Managers determine to increase the work force and to fill a few position(s) or when any of the following personnel transactions take place in the bargaining unit and the Employer or Department Managers determine to replace the previous incumbent: terminations, promotions, or demotions. All permanent vacancies resulting from promotion/demotion shall be posted for five (5) business days.

Section 2. Selection

The Employer or Department Managers shall fill the permanent vacancy by promoting in order of seniority so long as such person is appropriately qualified.

Section 3. Probationary Employees

A new employee is "probationary" for the first nine (9) months of employment. A current employee who is transferred or promoted to fill a permanent vacancy shall serve a six (6) months "qualifying" period.

A temporary employee who becomes an employee in the same unit in which he/she was performing substantially the same work or for a continuous period immediately preceding the date he/she became an employee shall have such period retroactively counted towards completion of his/her probationary period.

A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he/she has completed the required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. An employee who has a continuous period of temporary employment counted towards completion of his/her probationary period shall

acquire seniority from the date he/she began such continuous period of employment.

ARTICLE XV

Vacations

Section 1. Vacation Accrual

All full-time and part-time employees covered by this Agreement, shall be entitled to vacation on their anniversary date based on the years of service with the Employer pursuant to the following schedule:

- 2 weeks (10 working days) vacation at one year anniversary;
- 3 weeks (15 working days) vacation at three year anniversary.
- 4 weeks (20 working days) vacation at 7 year anniversary.
- 4 weeks, 1 day (21 working days) vacation at 8 year anniversary.
- 4 weeks, 2 days (22 working days) vacation at 9 year anniversary.
- 4 weeks, 3 days (23 working days) vacation at 10 year anniversary.
- 4 weeks, 4 days (24 working days) vacation at 13 year anniversary.
- 5 weeks (25 working days) vacation at 15 year anniversary.
- 1 day per year starting at 21 - 35 year anniversary.

The years of service need not necessarily be consecutive. The Employer or Department Managers shall honor a prior selection made by an employee.

Regular part-time employees shall receive vacation on a pro-rated basis.

Section 2. Vacation Use

All vacations must be taken during the year and vacation days are not accumulated except that on approval of the Employer or Department Managers an employee may carry over two (2) weeks vacation to be used in their next vacation year. Employees on leave of absence, sick leave or work related injury whom do not

use the vacation time accrued prior to going on leave of absence, sick leave, or work related injury will be paid any unused vacation in the last pay period of the employee's vacation year. An employee may take the pay for one week of vacation or add it to his/her accumulated sick leave each year.

Section 3. Approval and Use

All vacation requests must be approved by the Employer, Department Managers, or Chief Deputy. In approving such schedules, the Employer or Department Managers must consider the needs of the Circuit Court Clerk's office. Seniority will determine the order by which employees receive the annual vacation sign up sheet, and the awarding of vacation pursuant to the sign up sheet. Vacation requested after the sign up sheet has been circulated and processed will be awarded on a first come first served basis. Vacations shall be taken in increments of no less than one-half (1/2) day at a time.

Section 4. Separation

If an employee is terminated, quits, is laid off, or retires, he/she shall receive payment for any accrued unused vacation for that year. In case of a death, it will be paid to the employee's spouse or estate.

ARTICLE XVI

Holidays

Section 1. Eligibility

All full-time employees will be entitled to the following holidays each year as ordered by the Chief Judge of the 15th Judicial Circuit, subject to the general administrative and supervisory authority of the Illinois Supreme Court. Such holidays will be with pay. New employees will be entitled to holiday pay subsequent to their date of hire.

Section 2. Holidays Observed

Employees shall receive those holidays designated as court holidays by the applicable annual administrative order of the Chief Judge of the 15th Judicial Circuit. In addition, there shall be one floating holiday each year.

Section 3. Separation

In the event of an employee's death or is laid off, he/she shall be paid any accrued unused floating holiday for that year. In case of death, it will be paid to the employee's spouse or estate.

Section 4. Holidays Worked

All full-time employees who work on a holiday will be compensated by payment for two (2) times their regular rate of pay for each hour worked on the holiday.

Section 5. Holiday During Vacation

If a holiday falls within a paid vacation, said holiday may be taken the day before or after the scheduled vacation.

ARTICLE XVII

Sick/Personal Leaves

Section 1. Full-time and Part-time Employees

All full-time and part-time employees shall accrue paid sick/personal leave after six (6) months of continuous employment.

Section 2. Sick/Personal Leave Accrued

After completion of the 1st 6 months of the probationary period, sick/personal days will be credited to the employee for the first six (6) months of employment before the completion of the (9) month probationary period. All part-time employees shall accrue paid sick/personal leave on a pro-rated proportional basis per present practice.

Employees will earn 1 day (7 hours) of sick/personal leave per month at the end of each calendar year, all unused sick/personal leave shall be converted to sick leave. Employees shall be allowed to accumulate a maximum of four hundred twenty (420) hours unused paid sick leave. At the end of each calendar year, if an employee has accumulated more than 420 hours of unused sick leave, he/she will receive one (1) hour of pay for every one (1) hour of unused sick leave accumulated. At the end of their employment employees shall receive one (1) hour of pay for every one (1) hours of all accumulated unused sick leave.

The Employer shall pay out all accumulated sick leave to any employee retiring following twenty (20) years of service with the Department; to any employee who retires due to a work related injury, or due to a work related illness for which a final determination of compensability is made pursuant to the Illinois Occupational Diseases Act.

Alternatively, in lieu of the foregoing, an employee having twenty (20) years of service may voluntarily retire, and in so

doing request that during the six (6) months preceding retirement the Employer will add to the employee's base pay the pro-rata value of the employee's accumulated sick leave. An employee's election of retirement pursuant to this provision shall be in writing, delivered in advance to the Employer, and is irrevocable.

Section 3. Sick Leave Use Restrictions

Accumulated paid sick leave may be used for illness, disability or injury of the employee, appointments with professional medical practitioners, chiropractors, psychologists or mental therapists, and in the event of illness, disability or injury of a member of the employee's immediate family (defined as parents, spouse, children, brother, sister, grandparents, parents of spouse, grandchildren, grandparents of spouse, brother and sister in law). In the event of a non-medical emergency the same will apply at the discretion of the Employer or Department Managers.

Accumulated paid sick/personal leave shall be used in increments of no less than fifteen (15) minutes at a time. While the Employer or Department Managers shall not discipline employees for legitimate use of such, the Employer or Department Managers, may require evidence of use of sick time for the purposes contained within this Article. In addition, an employee who calls in sick and uses such sick leave in excess of three (3) consecutive shift periods, may be required to produce a written statement by a physician verifying the illness. All unused accumulated personal time at the end of each calendar year will be added to the employee's miscellaneous days and so designated as sick days to be used as sick leave accrued hours. (See Section 2 of this Article).

Section 4. Sick Leave Abuse Sanctions

For purposes of the provisions contained within this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated within Section 3 of this Article.

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken or accrue any rights inherent of such period, such as seniority and other rights. Continued abuse of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

Section 5. Notification of Balances

Employees shall be notified in writing of all forms of leaves balances, including vacation, sick leave, holidays, etc., on an annual basis. The Employer or Department Managers shall submit such information on a more frequent basis upon an employee's request.

Section 6. Tardiness

If employees are tardy more than six (6) times during a calendar year without reasonable explanation, the Employer or Department Managers may bring about disciplinary actions (See Article X). Employees who are tardy for work of not less than fifteen (15) minutes will have that time taken from their personal accumulated time, if available, and if not, will have that time deducted from their pay for the tardiness. Employees must be notified prior to any adjustment in personal time or wages.

ARTICLE XVIII
Leaves of Absence

Section 1. Discretionary Leave

The Employer or Department Managers may grant, at its discretion, a leave of absence under this subsection to any bargaining unit employee for good and sufficient reason and may prescribe the terms and conditions for such leave, including whether or not such leave shall be with pay. However, such leave may not exceed six (6) months but may, with good cause, be extended for an additional six (6) month period. The provisions contained within this subsection do not include those remaining leaves provided for within this Article.

Section 2. Leave for Illness or Injury Connected with Employment

An employee who suffers an on-the-job injury or who contracts an employment connected illness or job related injury shall be compensated under the provisions of the Illinois Workman's Compensation Act.

Section 3. Military Training Leave

Military training leave and leave due to enrollment in the military reserve and emergency call-ups (including U.S. and Illinois military programs) shall be granted in accordance with applicable federal and state laws. The employee, upon full disclosure, shall receive the difference in compensation for time spent on military training leave for up to two (2) weeks per year. Military training leave is granted without loss of vacation days.

Section 4. Bereavement Leave

When a death occurs in an employee's immediate family (defined as parents, spouse, domestic partner, children, brother, sister, grandparents, parents of spouse, grandchildren, grandparents-in-law, brother-in-law, sister-in-law, aunts, uncles, and steps), such employee, upon request, shall be granted three (3) consecutive days leave of absence with pay. If the death occurs for a spouse, domestic partner, child, or parent of the Employee, the Employee shall be granted five (5) consecutive days leave of absence with pay. Such employee, upon return to work, may be requested by the Employer or Department Managers to provide satisfactory evidence of such death. Regular, part-time, or probationary employees shall be compensated also if a death occurs on a regularly scheduled day of work.

Section 5. Employment Required Continuing Education Leave

Courses of instruction, workshops, seminars, and any other continuing educational courses which the Employer requires or approves the employee to attend, shall be paid for by the Employer without any loss in employee's time and rate of pay including travel time. A vehicle will be provided or if one is not available, employees will be reimbursed at the rate of forty-four and one-half (44 ½) per mile for authorized use of their private vehicles. In the event that the County Board were to authorize the Employer to increase the mileage reimbursement rate for employees covered by this Agreement, the new rate will be applied.

Meals and lodging expenses will be paid to employees authorized to attend seminars, conferences, workshops, and required training, upon employer receiving receipts not to exceed usual and customary charges.

Section 6. Failure to Return from Leave

Failure to return from a leave of absence, within two (2) working days after the expiration date there from shall be cause for immediate discharge with loss of all benefits and rights accrued pursuant to the terms of this Agreement. The provisions contained herein shall not apply in cases where it was impossible for the employee to return and evidence of such is provided to the Employer or Department Managers within two (2) working days after the expiration of such leave of absence or as soon as practical.

Section 7. Prohibition Against Misuse of Leave

Any leaves granted pursuant to the terms of this Agreement, regardless of being with or without pay, shall not be used for the purposes of securing alternative employment. An employee during such leave may not be gainfully employed or independently self-employed without prior approval by the Employer or Department Managers.

Violation of the provisions contained within this Agreement shall subject the employee to immediate discharge or loss of all benefits and rights accrued pursuant to the terms of this Agreement.

Section 8. Family and Medical Leave Act. (FMLA)

FMLA will be on a calendar year basis. Employees shall have all rights and benefits provided by the Family and Medical Leave Act (FMLA) of 1993. Further, there shall be no pyramiding of paid or unpaid time off.

ARTICLE XIX
General Economics

The beginning hourly rate of pay for all full-time and regular part-time employees hired after the date of ratification of this Agreement shall be as follows:

Effective:	12/1/2021 thru 11/30/2022
Deputy Clerk	\$14.50

Effective:	12/1/2022 thru 11/30/2023
Deputy Clerk	\$15.00

Effective:	12/1/2023 thru 11/30/2024
Deputy Clerk	\$16.00

There shall continue to be a Longevity Bonus of $\frac{1}{2}$ % of the Base Wage Rate per the Employee's Anniversary date in excess of 3-6 years, 1% 7-9 years, 1.5% for 10 years and over with a cap of thirty (35) years.

Members of the Bargaining Unit shall be paid effective 12/01/21 a \$1.50 increase, effective 12/01/22 a \$1.00 increase, and effective 12/01/23 a \$1.00 increase.

ARTICLE XX

Miscellaneous Provisions

Section 1. Staffing

The parties agree that a proper relationship of work load to staff is a desirable goal to attain. The parties agree that a proper subject for discussion in "labor-management conferences" is criteria for staffing ratios and production standards. The parties agree further to seek opportunities for cooperative approaches to legislative bodies to accomplish necessary staffing.

Section 2. Usage of Gender

Use of either male or female gender in this Agreement shall be construed to also refer to the other.

Section 3. Re-openers

The parties agree that if any term of this Agreement is rendered unlawful by virtue of a decision of the Illinois Supreme Court or newly enacted legislation, the parties shall immediately negotiate a substitute for the unlawful provision. All provisions not rendered unlawful shall remain in full force and effect and shall not be subject to negotiation absent agreement of all parties.

Lastly, the parties agree that upon mutual consent of all parties any provision of this Agreement may be subject to modification.

Section 4. Unfair Labor Practice Alternative

The parties agree that it is in their best interest if, prior to either filing or proceeding on an unfair labor practice, the procedure set forth as Steps 3 and 4 of the grievance procedure

shall be used upon consent of all parties as a mediation of the matter in dispute and to that end adopt such procedure. This section shall not deprive any employee or the parties from proceeding with an unfair labor practice complaint under the Illinois State Labor Relations Act.

Section 5. General Principles Regarding Judiciary

The parties to this Agreement acknowledge the following principles:

(a) No provision in this contract which adversely affects or interferes with the constitutional or inherent powers of the judiciary or with a rule or order of the Supreme Court may be enforced.

(b) No provision of this contract may interfere with the supervision or conduct of a lawsuit by a judge. No provision in this contract which interferes with the supervision or conduct of a lawsuit by a judge may be enforced but the suspension of any such provision due to the conduct of a lawsuit by a judge shall not cause loss of wages or economic benefit to the members of this bargaining unit.

(c) The members of the bargaining unit agree to cooperate with the circuit judges to insure the smooth functioning of the judicial system but the bargaining unit members retain the right to grieve any violation of the terms of this Agreement.

Section 6. Duplicating and Supplying Agreement

This Agreement shall be duplicated and a copy supplied to each employee by the Employer within two (2) weeks of ratification by the Union and execution by both parties at no cost to the employee or the Union. The Employer shall provide five (5) additional copies to the Union.

Section 7. Job-Related Coursework

The Employer may in its sole discretion approve the reimbursement of expenses for job-related coursework voluntarily undertaken and successfully completed by an employee.

Section 8. Jury Duty or Required Appearance in Court

Permanent full-time or part-time employees are permitted to be absent for appearance in court because of jury service, in obedience to a subpoena, or by direction of proper authority. The absence will be with full pay for each scheduled workday served on jury duty or testifying as a witness, other than that as a defendant, including necessary travel time from the Employer's worksite to and from court. Appearance in court which is undertaken as part of the employee's usual duties, or in connection with a case in which the Employer is a party, is not considered absence from duty within the meaning of this Section. Absence for private litigation is not reimbursed.

Section 9. Credit Union

The Employer agrees to provide employees the opportunity to participate in a designated credit union through payroll deductions.

Section 10 Job Security

The Employer agrees prior to contracting and/or subcontracting any work that falls within the scope of duties performed by the bargaining unit, the Employer will notify the bargaining committee so they may offer input and propose alternatives.

Section 11 Work Rules

In addition, the Employer agrees that the following policies will remain unchanged during the term of this Agreement:

1. Personal calls will be allowed at the Deputy Clerks' desk during work hours, as long as they are not excessive, do not interfere with their work, or are not disruptive to other employees as determined by the Employer or Department Managers.
2. Up to two (2) Deputy Clerks per Department (Civil or Criminal) will be allowed off at one time for vacation, personal, floating holiday, or sick days, unless otherwise approved by the Employer or Department Managers.

ARTICLE XXI

Pension

The Employer shall at a minimum maintain the present pension benefits provided to employees covered by this Agreement.

ARTICLE XXII
Health Insurance

The Employer shall continue to pay the cost of premiums for coverage of the employee under the County-sponsored health insurance plan. Employees shall pay the following premiums for health coverage insurance coverage for themselves and/or for family insurance coverage **(See Appendix A)**. Effective 12/1/21, unit employees shall pay the full amount of the employee portion of premiums charged by the health insurance plan, provided the amount shall not exceed nineteen (19%) percent of the total premium, through November 30, 2022, and will increase to twenty (20%) percent of the total premium on December 1, 2022 and shall remain through November 30, 2024.

Individual employees may participate in the County's "Simplified 125 Tax Plan" and arrange with the payroll department for the pre-tax deduction of dependent coverage and supplemental life premium payments. The County shall provide for AFLAC supplemental dental insurance through payroll deduction provided it will not result in any additional cost to the Employers.

The County will provide to the employees a listing of examples of "wellness" coverage available under the County sponsored health insurance plan. Eye examinations are included in the "wellness" coverage.

The Employer shall provide the same Flexible Spending benefits as provided by the County to its employees under the UAW Stephenson County Agreement. Administrative fees for employees participating in the Flexible Spending Accounts will be paid by the County and/or the Circuit Clerk's Office.

All employee related costs (i.e. Premiums, co-pays, etc.) and benefit levels for all employer provided benefits (e.g. health insurance) will remain unchanged for the remainder of the Agreement, except as stated above regarding the changes effective 12/1/21.

ARTICLE XXIII

Life Insurance

The Employer shall provide the same life insurance benefits as provided by the County to its employees under the UAW Stephenson County Agreement (\$10,000).

All employee related costs (i.e. premiums, co-pays, etc.) and benefit levels for all employer provided benefits (e.g. life insurance) will remain unchanged for the remainder of the Agreement.

ARTICLE XXIV

Termination

This Agreement shall be effective from the 1st day of December, 2021 and shall remain in full force and effect until the 30th day of November, 2024.

This Agreement shall be automatically renewed from year to year, thereafter, unless either party notifies the other in writing ninety (90) days prior to November 30, 2024, that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to December 1, 2024.

This Agreement shall remain in full force and effect during the period of negotiations, mediation (as set forth in Section 5 of ARTICLE VI of this Agreement), and interest arbitration (as set forth in Section 6 of ARTICLE VI of this Agreement), except that clauses not in dispute in such interest arbitration, on which the parties have agreed to modified terms, may, upon mutual agreement, be implemented on the day after the anniversary date or on the day on which the arbitrator determines which issues are in dispute, whichever is later.

Executed this the 16th day of December 2021, after ratification by the Union within the bargaining unit affected.

ARTICLE XXV

COVID-19 VACCINE

The employer will not mandate any vaccines unless required by State or Federal Law.

FOR THE UNION:

International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW and its local
Union #2261



Ted Dever

International Representative
Region 4 UAW

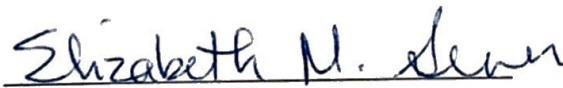


Nathan A. Luy

Circuit Court Clerk
Stephenson County



Lana Parkinson



Elizabeth Senn

Local #2261, UAW

STEPHENSON COUNTY EMPLOYEE HEALTH INSURANCE

Appendix A

Blue Cross/LGHP summary comparison

Benefit Area	BC:MIIPP2000	LGHP:OAP			LGHP:HMO	LGHP:LGHP	LGHP:LCDHP	BC:MIIEFA2000
		\$0 - Tier 1	\$400 - Tier 2	\$600 - Tier 3				
deductible per person	\$0				\$0	\$1,000	\$2,000	\$1,500
out-of-pocket per individual	\$1,000	\$7,250	\$3,000	\$2,000	\$5,000	\$3,000		
out-of-pocket per family	\$3,000	\$13,750	\$6,000	\$4,000	\$8,000	\$6,000		
Rx ded.	\$0	\$175	\$175	\$175	incl.	incl.		
PC OV copay	\$20	\$40	\$40	20%	20%	20%		
Sp OV copay	\$40	\$45	\$45	20%	20%	20%		
Imaging	10%	\$0	\$0	20%	20%	20%		
Rx copay								
pref generic	\$0	\$15	\$15	\$15	30%			10%
np generic	\$10	\$15	\$15	\$15	30%			10%
pref brand	\$50	\$30	\$30	\$30	50%			20%
np brand	\$100	\$60	\$60	\$30	50%			30%
specialty	\$150	\$120	\$120	\$120	NC	NC		40%
np specialty	\$250	\$120	\$120	\$120	NC	NC		50%
OP surgery	10%	\$300	\$300	20%	20%			\$0
ER	\$150	\$300	\$300	20%	20%			\$0
Urgent Care	10%	\$40	\$40	20%	20%			\$0
in Hosp	10%	\$350	\$350	\$350	20%			\$0
Rehab	10%	\$45	\$40	20%	20%			\$0
Dur Med Eq	10%	30%	30%	20%	20%			\$0
network	Blue Cross	Healthlink Aetna	Health Alliance Aetna	Aetna	Aetna	Blue Cross		
#EE in plan	239	H=23 A=106	HA=32 A=63	A=9	A=6	6		
Monthly Prem.	\$775	\$1153	\$1082 \$1101	\$1,181	\$946	\$698		
EE/pay savings		\$31,40	\$25,50 \$27,08	\$33,73	\$20,60			
EE ann. Savings		\$816,48	\$663,12 \$704,16	\$876,96	\$535,68			