COLLECTIVE BARGAINING AGREEMENT

BETWEEN

AFSCME Council 31 for and on behalf of AFSCME Local 1748

AND

COUNTY OF MCHENRY
CLERK OF THE CIRCUIT COURT

DECEMBER 1, 2018 TO NOVEMBER 30, 2022

COUNTY OF MCHENRY
TABLE OF CONTENTS

Preamble 6

I. RECOGNITION

1.1 Unit Description 7
1.2 Supervisors 7
1.3 Job Class Duty Changes 8

II. NEW CLASSIFICATIONS

2.1 New Classifications 9

III. NON-DISCRIMINATION

3.1 Equal Employment Opportunity 10
3.2 Prohibition Against Discrimination 10
3.3 Union Membership or Activity 10

IV. MANAGEMENT RIGHTS

Management Rights 11

V. SUBCONTRACTING

5.1 General Policy 13
5.2 Notice and Discussion 13

VI. UNION DUES DEDUCTION/CHECKOFF

6.1 Dues 14
6.2 Indemnification 14

VII. UNION RIGHTS

7.1 Union Activity During Working Hours 15
7.2 Union Bulletin Board 15
7.3 Notification of Representatives 15
7.4 Union Negotiating Team 15
7.5 Union Representative Attendance 16
7.6 AFSCME Access to Employer Premises 16
7.7 Union Orientations 17
7.8 Employee Development and Training 17
7.9 Employee Information 17

VIII. DISCIPLINARY POLICY AND PROCEDURES

8.1 Generally 18
8.2 Employee Discipline 18
8.3 Pre-Disciplinary Meeting 19
8.4 Investigatory Interviews 20
8.5 Removal of Discipline 20

IX. DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

9.1 Definition of a Grievance 21
9.2 Dispute Resolution 21
9.3 Representation 21
9.4 Subject Matter 22
9.5 Time Limitations 22
9.6 Grievance Processing 22
9.7 Grievance Meetings 22
9.8 Steps in Procedure 23
9.9 Advanced Grievance Step Filing 26
9.10 Pertinent Witnesses and Information 26

X. SENIORITY

10.1 Definition of Seniority 27
10.2 Termination of Seniority 27
10.3 Probationary Employees 28
10.4 Seniority List 28
10.5 Seniority While on Leave 28
10.6 Seniority Tie Breaking 29

XI. FILLING OF VACANCIES

11.1 Posting 30
11.2 Definition of a Vacancy 30
11.3 Selection 30
11.4 Vacancies 30

XII. LAYOFF AND RECALL

12.1 Layoff 31
12.2 Layoff Order 31
12.3 Recall 31

XIII. VACATIONS

13.1 Vacation Accrual 33

13.2 Vacation Usage 34
13.3 Vacation Pay 35
13.4 Accumulated Vacation at Separation 35

XIV. SICK LEAVE

14.1 General 36
14.2 Sick Leave Accrual 36
14.3 Notice (Call-in) 37
14.4 Abuse of Sick Leave 38

XV. HOLIDAYS AND PERSONAL DAYS

15.1 Holidays 40
15.2 Personal Days 41

XVI. LEAVES OF ABSENCE

16.1 Funeral Leave 43
16.2 Jury Duty 44
16.3 Unpaid Leave of Absence 44
16.4 FMLA 46
16.5 Military Leave 46
16.6 VESSA 46

XVII. HEALTH INSURANCE AND OTHER BENEFITS

17.1 Health and Dental Benefits 47
17.2 Eligibility 49
17.3 Retiree Medical Benefits 49
17.4 Life Insurance 50
17.5 Pensions 50
17.6 IRC Section 125 Plan 51
17.6 Wellness Benefit 51

XVIII. PERSONNEL RECORDS

18.1 Personnel Records 52

XIX. WORK DAY AND WORK WEEK

19.1 Employment Status Categories 53
19.2 Workday and Workweek 53
19.3 Holiday and Saturday Bond Court 54
19.4 Overtime 55
19.5 Lunch/Rest Periods 55
19.6 Compensatory Time 55

19.7 Clocking In and Out 57
19.8 Working Out of Classification 57

XX. DRUG TESTING

20.1 Statement of Policy 58
20.2 Prohibitions 58
20.3 Drug and Alcohol Testing Permitted 59
20.4 Order to Submit to Testing 59
20.5 Test to be Conducted 59
20.6 Right to Contest 62
20.7 Voluntary Request for Assistance 62
20.8 Discipline 63

XXI. LABOR-MANGEMENT MEETINGS

21.1 Labor-Management Conferences 65
21.2 Purpose 65

XXII. SAFETY

22.1 Compliance with Laws 66
22.2 Unsafe Conditions 66
22.3 Advanced Step Filing 66
22.4 Safety and Health Committee 66

XXIII. NO STRIKE/NO LOCKOUT

23.1 No Strike Commitment 67
23.2 No Lockout 67
23.3 Judicial Restraint 67
23.4 Discipline of Strikers 67

XXIV. WAGES/COMPENSATION/ALLOWANCES

24.1 Wages/Compensation/Allowances 69

XXV. SAVINGS CLAUSE

25.1 Savings Clause 72

XXVI. COMPLETE AGREEMENT

26.1 Generally 72

XXVII. DURATION AND SIGNATURE

27.1 Term of Agreement 73
27.2 Continuing Effect 73
27.3 Procedure on Notice of Termination 73

PREAMBLE

This Agreement is entered into by the County of McHenry, a body politic and corporate, by its duly constituted County Board and the Circuit Clerk of McHenry County, hereinafter jointly referred to as the "Employer," and the American Federation of State, County and Municipal Employees Council 31 hereinafter referred to as the " Union."

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

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

ARTICLE I

RECOGNITION

SECTION 1.1: UNIT DESCRIPTION

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions, and other conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois State Labor Relations Board:

Included: All full-time and regular part-time non-professional employees of McHenry County Circuit Clerk's Office including, but not limited to the following job titles: Court/Courtroom Specialist I, II, III, Courtroom Records Specialist, Accounting Specialist II, LEAD Court/Courtroom Specialist, Court/Courtroom Specialist I-Senior and Accounting Coordinator.

Excluded: All managerial, supervisory and confidential employees as defined by the Act and all other employees employed by the County of McHenry outside of the McHenry County Circuit Clerk's Office.

SECTION 1.2: SUPERVISORS

Supervisors may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by supervisors shall not cause any layoffs of the bargaining unit employees.

SECTION 1.3: JOB CLASS DUTY CHANGES

The parties agree that administrative reorganization of the Circuit Clerks Office may result in job duty changes for included or excluded job classifications and the parties agree to negotiate in good faith over the effects of such changes on the bargaining unit and inclusion or exclusion of such amended job classification in the bargaining unit.

ARTICLE II

NEW CLASSIFICATIONS

SECTION 2.1 NEW CLASSIFICATIONS

The Employer shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit. The Employer and the Union agree to jointly petition the State Labor Board to seek the necessary unit clarification unless the parties can mutually agree on the addition of the classification to the bargaining unit.

In the event there is a need for the establishment of new classifications including rates of pay, there will be a meeting for the purpose of establishing such classifications and rates by mutual agreement. Where agreement is not reached by the time work must be started, the Employer may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the Employer, such rate shall be retroactive to the start of work in the new classification. If the parties fail to agree on such rate within thirty (30) days of the start of work in the classification, the Union may appeal directly to arbitration within the next thirty (30) consecutive calendar days.

ARTICLE III

NON-DISCRIMINATION

SECTION 3.1: EQUAL EMPLOYMENT OPPORTUNITY

The Employer will continue to provide equal employment opportunity for all employees, and develop and apply equal employment practices.

SECTION 3.2: PROHIBITION AGAINST DISCRIMINATION

Both the Employer and the Union agree not to unlawfully discriminate against any employee on the basis of race, sex, creed, religion, color, age, national origin, or disability.

SECTION 3.3: UNION MEMBERSHIP OR ACTIVITY

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

ARTICLE IV

MANAGEMENT RIGHTS

It is understood and agreed that the Circuit Clerk possesses the sole right and authority to operate and direct the employees of the Circuit Clerk's Office in all aspects, including, but not limited to, all rights and authority exercised by the Circuit Clerk prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:

1. The right to determine its mission, policies, and set forth all standards of service offered to the public;
2. To plan, direct, schedule, control and determine the operations or services to be conducted by the employees of the Circuit Clerk's Office;
3. To determine the methods, means, and number of personnel needed to carry out the department's mission;
4. To supervise and direct the working forces;
5. To hire and assign or to transfer employees within the Circuit Clerk's Office;
6. To promote, suspend, discipline or discharge for just cause;
7. To lay off and recall employees pursuant to the provisions of this Agreement;
8. To make, alter, publish and enforce rules and regulations, orders, policies and procedures;
9. To introduce new or improved methods, equipment or facilities;
10. To contract for goods and services;

11. To take any and all actions that may be necessary to carry out the mission of the Circuit Clerk's Office;
12. To determine its overall budget.

ARTICLE V

SUBCONTRACTING

SECTION 5.1: GENERAL POLICY

It is the general policy of the Employer to continue to utilize the employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interest of economy, improved work product, or emergency. No bargaining unit employee shall suffer a layoff due to contracting out.

SECTION 5.2: NOTICE AND DISCUSSION

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

ARTICLE VI

UNION DUES DEDUCTION/CHECKOFF

SECTION 6.1 DUES

The Employer shall honor employees' individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees; and PEOPLE contributions in accordance with applicable Illinois and federal laws and regulations.

SECTION 6.2 INDEMNIFICATION

AFSCME shall indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of the provisions of this Article, except when the Employer initiates or prosecutes such action.

ARTICLE VII

UNION RIGHTS

SECTION 7.1: UNION ACTIVITY DURING WORKING HOURS

Union activities within Employer facilities shall be restricted to administering this Agreement. A Union Steward or designee shall ask for and obtain permission before leaving his/her job in order to conduct Union business. The Steward or designee will ask for and obtain permission from the Department Head of any employee with whom he/she wishes to carry on Union business. Such permission shall not be unreasonably denied.

Reasonable time while on duty shall be permitted to a Union Steward or designee for the purposes of aiding or assisting or otherwise representing employees in processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

SECTION 7.2: UNION BULLETIN BOARD

The Employer shall provide a Union bulletin board on each floor of the County Building upon which the Circuit Clerk has employees not including court rooms (i.e. first and third floors). The board shall be for the sole and exclusive use of the Union. The Union shall be responsible to ensure that only appropriate material is posted on the bulletin board.

SECTION 7.3: NOTIFICATION OF REPRESENTATIVES

The Union shall notify the Employer within fourteen (14) calendar days of election/appointment of each year, the officers and stewards, if any, of the Union.

SECTION 7.4: UNION NEGOTIATING TEAM

Up to three (3) members designated as being on the Bargaining Unit's negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated bargaining unit member on the negotiating team is in regular day-off status on the day of negotiations, he/she will not be compensated for attending the session.

SECTION 7.5: UNION REPRESENTATIVE ATTENDANCE

When absence from work is required to attend labor-management conferences (Article XX), employees shall, before leaving their work station give reasonable notice to and receive approval from their supervisor in order to remain in pay status. Notice shall be fourteen (14) days prior to the scheduled meeting unless the meeting date is less than fourteen days from the date it is scheduled, in which case the employee shall give forty-eight (48) hours' notice to the Employer. Unless the parties mutually agree otherwise, employees attending such conferences shall be limited to three (3) and those attending such conferences outside scheduled work time shall not be compensated by the Employer. No more than one (1) employee from any given division shall be released from duty to attend their labor/management conference.

SECTION 7.6: AFSCME ACCESS TO EMPLOYER PREMISES

Authorized representatives of AFSCME shall be permitted to visit the office during working hours to talk with employees of the local Union and/or representatives of the Employer concerning matters covered by this Agreement. Such representatives shall give reasonable notice to the Circuit Clerk or designee, and such visits shall not interfere with the operations of the Circuit Clerks office.

Section 7.7 Union Orientations

The Union shall conduct union orientation for each new bargaining unit employee during the employee's first two weeks of employment in the bargaining unit (unless the Union chooses another date) at a time mutually agreeable to the parties. Alternatively, the Union may choose to conduct less frequent group orientations, including orientations conducted in conjunction with new employee orientations conducted by the Employer. The Union orientation period shall be one (1) hour, and shall take place during employees' regular working hours with no loss of pay to the employees involved.

Section 7.8 Employee Development and Training

The Union, after proper scheduling to coordinate use of the Employer's facilities with other business and operations, may schedule meetings with employees during lunch, or before or after the workday to discuss negotiations, and contract administration or other matters related to the duties of the exclusive representative.

Section 7.9 Employee Information

The Employer shall monthly notify the Union in writing as to the following personnel transactions involving unit employees within each department, with work locations: new hires, promotions, demotions, reclassification, layoffs, reemployments, transfers, leaves of absence, returns from leaves, suspensions, terminations, retirements, resignations, discharges and any other information mutually agreed to by the parties. In addition, the Employer shall notify both Council 31 and the Local Union via electronic mail of all new persons hired into bargaining unit positions within ten (10) days of the new employee(s) date of employment.

ARTICLE VIII

DISCIPLINARY POLICY AND PROCEDURES

SECTION 8.1: GENERALLY

The Circuit Clerk's Office expects its employees to acquaint themselves with the performance criteria for their particular job and with all applicable rules, procedures and standards of conduct. The Circuit Clerk's Office expects its employees to perform their job duties in a satisfactory manner, maintain a high level of professionalism, and conduct themselves in an honest and efficient manner at all times.

SECTION 8.2: EMPLOYEE DISCIPLINE

The parties agree with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. The Employer may impose the appropriate level of discipline based on the facts and circumstances of the matter at issue. Coaching and counseling shall not be considered discipline and will not be subject to the grievance procedure. Discipline shall include but not be exclusive of the following progressive steps of priority:

1. Oral warning with documentation of such filed in the employee's personnel file, this section is not subject to the arbitration procedure.
2. Written reprimand with copy of such maintained in the employee's personnel file.
3. Suspension without pay with documentation of such maintained in the employee's personnel file, with a copy delivered to a Union officer.
4. Demotion with pay reduction and documentation of such maintained in the employee's personnel file with a copy delivered to a Union officer.

5. Discharge with documentation of such maintained in the employee's personnel file, with a copy delivered to a Union officer.

Pursuant to actual imposition of written reprimands, suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action and rebut any accusations. Such discussion should take place as soon as practicable after the Supervisor's action and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union shall be allowed to be present and participate in such discussions.

Any disciplinary action or measure imposed upon a non-probationary employee may be processed as a grievance through the regular grievance procedure. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Probationary employees are "at-will" employees, subject to discipline or discharge without recourse to the grievance procedure.

SECTION 8.3: PRE-DISCIPLINARY MEETING

For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall notify the affected employee and the local Union in writing with a summary of the specific nature of the offense/misconduct, and then shall meet with the employee. The employee shall be informed of her/his contract rights to Union representation and shall be entitled to such, if so requested by the employee, the employee and Union representative shall be given the

opportunity to rebut or clarify the reasons for such discipline. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

SECTION 8.4: INVESTIGATORY INTERVIEWS

When the Employer desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Employer agrees to first inform the employee that the employee has a right to an on-premise Union representative at such interview. If the employee desires such Union representation, no interview shall take place without the presence of a Union representative. The role of the Union representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts. Further, the employee may not unreasonably delay the interview by insisting on any particular Union representative.

Section 8.5 REMOVAL OF DISCIPLINE

Oral warnings and written reprimands more than eighteen (18) months old shall not be considered in determining discipline for a current infraction where no other discipline for a substantially similar infraction has been issued within this 18-month period.

ARTICLE IX

DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

SECTION 9.1: DEFINITION OF A GRIEVANCE

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

SECTION 9.2: DISPUTE RESOLUTION

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and the Circuit Clerk's designee on behalf of the Circuit Clerk. The employee shall make his complaint to the Circuit Clerk's designee within fourteen (14) calendar days from the date on which the employee knew or should have known of the conduct or event giving rise to the grievance occurred. The Circuit Clerk's designee will notify the employee of the decision within ten (10) calendar days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete her/his assigned work task and complain later.

SECTION 9.3: REPRESENTATION

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 3, Section 9.8 of this Article. Either party may have the grievant, or one (1) grievant representing a group of 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 upon her/his request. Grievances may be filed on behalf of two (2) or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

SECTION 9.4: SUBJECT MATTER

Only one (1) subject matter shall be covered in any one (1) grievance. A grievance shall contain a statement of the grievant's position, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, the signature of the grieving employee(s), and the date.

SECTION 9.5: TIME LIMITATIONS

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances. The Employer's failure to respond within the time limits shall not find in favor of the grievant but shall automatically advance the grievance to the next step, except Step 3. Time limits may be extended by mutual agreement.

SECTION 9.6: GRIEVANCE PROCESSING

No employee or Union representative shall leave her/his work assignment to investigate, file or process grievances without first securing permission of his supervisor. Such permission shall not be denied without legitimate reasons for the denial. In the event of a grievance, the employee shall always perform her/his assigned work task and grieve her/his complaint later, unless the employee reasonably believes that the assignment endangers her/his safety.

SECTION 9.7: GRIEVANCE MEETINGS

A maximum of two (2) employees (the grievant and/or Union representative) per work shift will be excused from work with pay to participate in a Step 1, Step 2, or Step 3 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to prepare for and present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift.

SECTION 9.8: STEPS IN PROCEDURE

Grievances arising under this Agreement shall be resolved as follows:

Step 1. If no agreement is reached between the employee and the Circuit Clerk's designee as provided for in Section 16.2, Dispute Resolution, the Union shall prepare a written grievance on a form mutually agreed to between the Employer and the Union and presented to the Circuit Clerk's designee, no later than ten (10) calendar days after the after the employee was notified of the decision by the Circuit Clerk's designee. Within ten (10) calendar days after a grievance has been submitted, the Circuit Clerk's designee shall meet with the grievant and the Union representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Circuit Clerk's designee shall respond in writing to the grievant and the Union representative within ten (10) calendar days following the meeting.

Step 2. If the grievance is not settled at Step 1, the grievance may be referred in writing by the Union within ten (10) calendar days after the decision of the Circuit Clerk's designee to the Circuit Clerk. Within ten (10) calendar days after the grievance has been filed with the Circuit Clerk, the Circuit Clerk shall meet with the Union representative and the grievant to discuss the grievance and make a good faith effort to resolve the

grievance. The Circuit Clerk shall respond in writing to the grievance and the Union within ten (10) calendar days following that meeting.

Step 3. Only in the case of grievances involving the shared responsibilities of the Employer or the interpretation of contract language or grievances, the settlement of which would involve monies beyond the budgeted funds of the Circuit Clerk, and if the grievance is not settled at Step 2, the Union, within ten (10) calendar days after the Circuit Clerk's written decision at Step 2, may refer the grievance in writing to the Circuit Clerk and the designee(s) of the Chairman of the County Board. Within ten (10) calendar days after such referral, the grievant, the Union representative, the Circuit Clerk, and the designee(s) of the Chairman of the County Board shall meet and make a good faith effort to resolve the grievance. The Circuit Clerk and the designee(s) of the Chairman of the County Board shall respond in writing to the grievant and the Union within ten (10) calendar days following that meeting. The Circuit Clerk shall have one (1) vote and the designee(s) of the Chairman of the County Board shall collectively have one (1) vote in resolving such grievances.

Step 4. If the dispute is not settled at Step 2 or Step 3, the matter may be submitted to arbitration by the Union, the County or the Circuit Clerk within ten (10) calendar days after the Step 2 or Step 3 written decision or after the expiration of the ten (10) calendar period that such written decision was due. Within fifteen (15) calendar days after the matter has been submitted to arbitration, a representative of the Circuit Clerk, the County and the Union shall meet to select an arbitrator from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within fifteen (15) calendar days after such meeting, the parties shall request the Federal Mediation and Conciliation Service to

submit a list of seven (7) arbitrators who are currently members of the National Academy of Arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the final list by alternate strikes by the co-employer representative and the Union. The party requesting arbitration shall take the first strike. The person whose name remains on the final list shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the co-employers and the Union. Such letter shall request the arbitrator to set a time and place for the hearing subject to the availability of the co-employers and Union representatives and shall be notified of the issues where mutually agreed to by the parties. All hearings shall be held in the City of Woodstock, Illinois, unless otherwise agreed to. Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses. 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 expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the Employer and the Union. Costs of arbitration shall include the arbitrator's fees and room costs. Prior to scheduling a court reporter, the parties shall discuss whether there is a need for a transcript of the hearing. The cost of the transcript and the court reporter shall be shared if both parties order a copy of the transcript. In the event only one party orders a transcript, that party shall bear the entire cost of a transcript and the court reporter. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final

and binding on the Employer, the Union and the employee(s) involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the express, written provisions of the Agreement. Nothing in this Article shall prohibit the use of Federal Mediation and Conciliation Service (FMCS) to resolve the grievance if mutually agreed to by the parties. If FMCS is utilized, except in cases of discipline, it shall suspend the time provisions herein until the mediation is terminated.

SECTION 9.9: 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 be filed at the appropriate advance step where the action giving rise to the grievance was initiated. Mutual agreement shall take place between the appropriate Union representative and the appropriate Employer representative at the step where it is desired to initiate the grievance.

SECTION 9.10: PERTINENT WITNESSES AND INFORMATION

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

ARTICLE X

SENIORITY

SECTION 10.1: DEFINITION OF SENIORITY

As used herein, the terms County seniority, Circuit Clerk's Office seniority, and classification seniority terms shall refer to and be defined as the employee's continuous length of service or employment in the Circuit Clerks Office, the bargaining unit, and the classification, respectively. If the type of seniority is not specified, the reference shall be construed to be classification seniority which shall be figured from the date of last hire within that classification.

Classification seniority shall be used for all competitive purposes and shall be calculated based on years of service within the Circuit Clerk's Office.

SECTION 10.2: TERMINATION OF SENIORITY

An employee shall be terminated by the Employer and his seniority broken when she/he:

(a) quits; or

(b) is discharged for just cause; or

(c) is laid off pursuant to the provisions of the applicable agreement to a period of twenty-four (24) months; or

(d) accepts gainful employment while on an approved leave of absence from the Circuit Clerks Office; or

(e) is absent for three (3) consecutive scheduled workdays without proper notification or authorization; or

(f) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days; or

(g) injury off the job for a period of twelve (12) months.

SECTION 10.3: PROBATIONARY EMPLOYEES

An employee is probationary for the first six (6) calendar months of employment (employee training period). The employee training period may be extended up to a six (6) month period by mutual agreement of the parties. Employees who are promoted within the bargaining unit shall not be required to serve an additional probationary period.

During the employee training period, the probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline and he/she shall have no rights under this Agreement.

SECTION 10.4: SENIORITY LIST

On September 1st of each year, the Employer shall post a seniority list showing the classification seniority of each employee. A copy of the seniority list shall be furnished to the Union when it is posted. The seniority list shall be accepted and final thirty (30) days after it is posted, unless protested by the Union or an employee.

SECTION 10.5: SENIORITY WHILE ON LEAVE

Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence except for leave due to injuries on the job. Except as may be provided otherwise by law, no employee will accrue any benefits while on

unpaid leave for any reason. Paid leave is any leave in which McHenry County pays contract wages to an employee who is absent.

SECTION 10.6: SENIORITY TIE BREAKING

In the event two (2) or more employees in the same job classification have the exact same starting date, seniority of the affected employee's shall be determined by a numerical lottery drawing done by the Employer, and witnessed by a local Union representative within the first month of employment.

ARTICLE XI

FILLING OF VACANCIES

SECTION 11.1: POSTING

Whenever the Employer intends to fill a job vacancy as defined below, a notice of such vacancy shall be distributed electronically no less than five (5) work days before the position posting closes and such posting shall set forth the requirements for the job, starting rate of pay and work location.

SECTION 11.2: DEFINITION OF A VACANCY

A job vacancy exists when the Employer determines to increase the work force and to fill the new position(s) and/or when any of the following personnel transactions take place and the Employer determines to replace the previous incumbent: terminations, transfers, promotions and demotions.

SECTION 11.3: SELECTION

The Employer shall fill the vacancy by selecting a qualified candidate based upon qualifications and seniority; where ability and qualifications are relatively equal, the senior bidder shall be selected.

An employee who voluntarily bids and accepts a lower-graded position shall have their salary reduced by five percent (5%) per paygrade.

SECTION 11.4: VACANCIES

Vacancies shall be filled at the sole discretion of the Circuit Clerk of McHenry County.

ARTICLE XII

LAYOFF AND RECALL

SECTION 12.1: LAYOFF

In the event the Employer determines a layoff is necessary, employees in each job classification shall be laid off in such number as determined by the Circuit Clerk unless compliance with State or Federal law requires otherwise. The Employer shall determine how many positions in each classification shall be laid off. Employees shall be laid off in the inverse order of classification seniority. Employees may bump employees in lower classification for which they are qualified to perform the job duties, again using the inverse order of classification seniority. The Employer agrees to inform the Union in writing not less than thirty (30) days prior to such layoffs, except in emergency situations wherein such period of notice may be reduced, and to provide the Union with the names of all employees to be laid off in such notice.

SECTION 12.2: LAYOFF ORDER

In the event of a layoff, employees shall be laid off in inverse order of seniority as defined in Article X. However, prior to laying off any bargaining unit employees, all seasonal, temporary, probationary, or other non-bargaining unit employees who perform work customarily performed by bargaining unit employees within the effected classifications shall be laid off or terminated, as the case may be.

SECTION 12.3: RECALL

Employees shall be recalled from layoff within each particular job classification according to the order of layoff. No new employees at all shall be hired in the classification until all employees on layoff in that particular job classification desiring to return to work

shall have been given the opportunity to return to work. Recall rights under this provision shall terminate twenty-four (24) months after layoff. In the event of recall, eligible employees shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Circuit Clerk of their current address. Upon receipt of the notice of recall, employees shall have five (5) working days to notify the Circuit Clerk of their acceptance of the recall. The employee shall have no more than ten (10) working days thereafter to report to duty, unless a further extension is mutually agreed upon.

ARTICLE XIII

VACATIONS

SECTION 13.1: VACATION ACCRUAL

All vacation eligibility is computed on continuous County employment. Full-time bargaining unit employees shall be entitled to paid vacation days in accordance with the following schedule. Regular part-time employees (those scheduled to work at least 600 hours per year) accrue vacation time on a pro rata basis.

Years of Service	Vacation Days Earned per Month
Completion of ETP through year 5	10 days per year
Beginning year 6 through year 10	15 days per year
Beginning year 11 and greater	20 days per year

Employees will begin earning the new accrual rate on the first full pay period following completion of five (5) and ten (10) years.

Upon the successful completion of their probationary/employee training period (Section 10.3) ETP, employees will accrue vacation from date of hire.

Employees on an unpaid leave of absence or layoff shall not accrue vacation time.

Employees accrue paid vacation time on a pay period by pay period basis, (twenty-six (26) pay cycle basis) and may use only time already accrued.

Accrual Limits: Employees are allowed to accrue up to 150% of their respective annual accrual, and at no time shall their vacation balance exceed the 150% maximum limit. The maximum accrual limits are as follows:

Years of Service	Annual	150% Maximum Limit
Completion of ETP through year 5	10 days	15 days
Beginning year 6 through year 10	15 days	22.5 days
Beginning year 11 and greater	20 days	30 days

At the discretion of the Circuit Clerk, employees may use vacation time in the calendar year it will be earned but prior to the actual accrual only if the employee agrees in writing that if they leave the employ of the County for any reason, they will repay any used vacation time that has not been earned, or allow for the deduction from their final paycheck of any unearned vacation that was used.

SECTION 13.2: VACATION USAGE

1. A vacation day shall not be charged should a designated holiday fall during an employee's scheduled vacation period.
2. Vacation leave will not be granted in intervals of less than one (1) hour, unless otherwise agreed to by the employee and the Circuit Clerk or designee.
3. Unless otherwise agreed, an employee must request, in writing, vacation leave of more than five (5) days at least ten (10) working days in advance. Unless otherwise agreed, an employee must request, in writing, vacation leave for less than five (5) days at least two (2) working days in advance.
4. All employees may submit, in writing for approval, (by a date specified by the Circuit Clerk) a schedule of desired vacation dates. Conflicts in scheduling will be resolved in favor of the full-time employee with the most seniority. No employee shall be entitled to priority in selecting his/her vacation for more than two weeks at a time.
5. No more than one (1) bargaining unit employees, from each workgroup of thirteen (13) or less, shall be allowed to use vacation time on any

given day. No more than two (2) bargaining unit employees from each workgroup of fourteen (14) or more employees shall be allowed to use vacation time on any given day. The Circuit Clerk shall endeavor to honor vacation requests over and above the minimum; approvals of which shall be determined by the Circuit Clerk on the operational needs of the office. Such approval shall not be unreasonably withheld. Work Groups shall be established by the Circuit Clerk annually at the time vacation calendars are distributed. If operational needs arise necessitating a redefining of work groups, the Circuit Clerk agrees to meet with the Union to discuss changes to work groups before implementation.

SECTION 13.3: VACATION PAY

All vacation leave will be paid for at their regular hourly rate. Vacation hours shall count as time worked for the purposes of calculating overtime.

SECTION 13.4: ACCUMULATED VACATION AT SEPARATION

1. Upon separation, an employee shall be paid for all unused, accrued vacation time based on the employee's current rate of pay.
2. In the event of the employee's death, compensation for all unused accrued vacation allowances shall be paid to the employee's designated life insurance beneficiary or, if none, the employee's estate.

ARTICLE XIV

SICK LEAVE

SECTION 14.1: GENERAL

The Sick Leave Program enables regular full-time and regular part-time employees to accrue benefit time to be used when the employee is incapacitated due to non-work related illness, injury or disability or to care for an ill/disabled immediate family member (see section on FMLA Leave for definition of "immediate family member") and/or in conjunction with an approved family medical leave. Sick leave may be used for time missed due to medical appointments if the employee receives prior approval from their supervisor and the appointment is scheduled so that it is not unduly disruptive of the employee's work schedule or the department's operation. If an employee has accrued sick leave benefits, the employee will be paid for approved absences that occur during the employee's normally scheduled work hours. Sick pay for hours not worked is excluded when computing overtime for that week.

SECTION 14.2: SICK LEAVE ACCRUAL

Regular full-time employees accrue sick leave according to the schedule below. Regular part-time employees (those scheduled to work at least 600 hours per year) accrue sick leave on a pro rata basis.

During the employee training period, a probationary employee does not earn sick time but will receive three (3) days sick time credit at the successful completion of the employee training period (Section 10.3).

Sick leave does not accrue during any unpaid leave of absence.

Employees shall accrue sick leave as follows: Employees earn sick leave on a pay period by pay period basis, (twenty-six (26) pay cycle basis) and may use only time already earned. Employees will begin earning the new accrual rate on their first full pay period following the completion of ten (10) and fifteen (15) years.

Years of Service	Sick Days Earned per Month
Date of hire through year 10	**12 days per year**
Beginning year 11 through year 15	**15 days per year**
Beginning year 16 and greater	**20 days per year**

An employee shall be allowed to accrue up to 240 sick days. Employees cannot begin a fiscal year with more than 240 days. Employees who have accrued more than 240 sick days as of December 1 of each year must determine if they wish to be credited for additional vacation days or to be paid for this unused sick leave. In either case, earned sick days in excess of the 240 maximum allowable may be converted at two (2) sick days in exchange for one (1) regular day. However, no more than five (5) days (10 sick days ÷ 2 = 5 days) can be converted to pay.

SECTION 14.3: NOTICE (CALL-IN)

An employee is required to notify the Circuit Clerk or designee, in the case of absence from work due to illness, as far as possible in advance of the starting time for their scheduled work day, but no later than fifteen minutes prior to the start of their shift.

An employee who is scheduled to work Bond Court (Saturday or a Holiday) is required to notify the Circuit Clerk or designee, in the case of absence from work due to illness, as far as possible in advance of the starting time for their scheduled work day, but no later than one (1) hour prior to the start of their shift.

If an employee misses more than one (1) day of work, the employee is required to call the Circuit Clerk or designee each day of their absence unless otherwise agreed to by the Circuit Clerk or designee and the employee.

An employee may be required, at the discretion of the Circuit Clerk, to provide a doctor's statement when an employee has been absent due to illness or injury for a period of three (3) or more days.

SECTION 14.4: ABUSE OF SICK LEAVE

The Circuit Clerk and the Union mutually discourage the abuse of sick leave. An employee may be disciplined if the employee's attendance record reflects an abuse of sick leave. Evidence of such abuse may include, but is not limited to, a pattern of missed Mondays and/or Fridays (i.e. first or last day of the work week) or of attempts to use the sick leave the day after and/or the day before a regularly scheduled day off (i.e. a paid holiday, vacation day, compensatory day, personal day, or a combination thereof) or any other pattern of excess use of sick leave.

Sick leave is not intended for a one (1) day vacation nor to be used to extend vacation periods or holidays. Sick leave may be used for the purpose of illness, injury or disability of the employee or for medical appointments, which cannot be scheduled outside of the employee's normal work hours.

Vacation time requires advance supervisor approval. It will be allowed to substitute vacation time once sick leave is exhausted for pre-approved time (i.e. doctor's appointments). If a vacation or personal day request has been previously denied by a supervisor, and an employee fails to report to work on the day(s) denied, sick leave shall not be substituted for the denied days and may be cause for immediate termination.

If the Circuit Clerk has reasonable suspicion to believe that an employee is abusing sick leave, or that the employee has used the sick days in a fashion that the employer would call a pattern (i.e. calling in sick the day before or after an employee's regularly scheduled days off), then the Employer may require a doctor's note at the employee's cost, for each occurrence on which the employee calls in sick, for a period not to exceed four (4) months for each incident an occurrence shall be defined as a day or consecutive days of call ins (i.e. an employee calling in Monday, Tuesday and Wednesday of a calendar week would be one (1) occurrence).

ARTICLE XV

HOLIDAYS AND PERSONAL DAYS

SECTION 15.1: HOLIDAYS

Regular full-time and regular part-time employees shall receive holidays with pay each year as established by Administrative Order of the Chief Judge of the 22nd Judicial Circuit and by Resolution of the McHenry County Board.

Regular part-time employees shall be compensated for holidays according to hours of work that are normally scheduled for that workday. The holiday must fall on a day normally scheduled as a workday for regular part-time employees to be eligible for compensation.

Employees regularly scheduled to work on a holiday will receive either:

- Equivalent time off within the following appropriate pay period at a time convenient to the employee and consistent with the department needs.
- Employees who are scheduled to work on a recognized holiday will receive holiday pay plus wages at their straight-time rate for the hours worked on the holiday unless the hours worked exceeds 40 hours a week when overtime shall apply.

To be eligible for holiday pay, an employee must work or take an approved vacation or personal day:

- The last scheduled workday before the holiday; and
- The first scheduled workday after the holiday.

Where an employee is absent due to illness the day before the holiday and/or the day after a holiday, the employee will be paid sick leave on the holiday as well as the other days the employee was ill if they have sick leave available.

SECTION 15.2: PERSONAL DAYS

Employees shall receive personal days each year as established by the McHenry County Board, generally two (2) days per year, with pay, to be used in each calendar year. Part-time employees shall earn personal days on a pro rata basis. If the McHenry County Board grants an additional personal day in any given year, members of the bargaining unit, who have been employed for at least one year, shall be granted the additional personal day.

Newly hired employees shall receive one (1) personal day after completion of 6 months of continuous service and will receive one (1) personal day upon the completion of 12 months of continuous service. After an employee's first anniversary date, personal days are awarded at the beginning of every calendar year (January 1st). Except for emergency situations that preclude the making of prior arrangements, employees shall submit a request to the Circuit Clerk for approval at least one (1) working day in advance as to not adversely impact the operational needs of the Circuit Clerk's Office.

Approval will only be granted if the time off will not adversely affect the department's operational needs. Personal days cannot be included with vacation time requests at the beginning of the calendar year. Personal days can be taken in succession with vacation days or holidays. Personal days cannot be taken in less than one-half (1/2) day increments.

Unused personal leave is not cumulative and cannot be carried over from one calendar year to the next. Personal days not used in the calendar year are forfeited.

Pay for personal leave not used is not permissible. There shall be no payment for unused personal days upon termination of employment.

ARTICLE XVI

LEAVES OF ABSENCE

SECTION 16.1: FUNERAL LEAVE

a.) The Circuit Clerk recognizes the importance of family and the difficulties employees face following the loss of a loved one. For that reason, the Circuit Clerk grants employees bereavement leave in accordance with the following provisions:

In the event of the death of an immediate family member, an employee shall be permitted to be absent from his or her job for an appropriate number of days. Bereavement leave shall be limited to three (3) consecutive workdays per funeral and shall be given at the regular rate of pay. If the employee desires to be absent for more than three (3) days, he or she may utilize previously earned, unused benefit time (vacation, up to three (3) sick, personal or compensatory time) and receive compensation for each such additional day with the approval of the Circuit Clerk or her designee.

b.) The immediate family is defined as follows:

Spouse, civil union partner (as defined in the Illinois Civil Union Act), children, including children-in-law, siblings, including siblings-in-law, parents, including parents-in-law, grandchildren, grandparents, grandparents-in-law, step-parents, or step-children of a current marriage.

c. In the event of the death of an aunt, an uncle, a niece, a nephew or a cousin, an employee shall be permitted to be absent from the job for one (1) day. The employee may be required to provide proof of attendance. The employee will be permitted to utilize previously accrued personal days, vacation days, up to three (3) sick or compensatory

time to cover the absence. If the employee has exhausted all accrued benefit time, the employee will be permitted to go unpaid.

d. Any absence to attend the funeral of anyone who is not a member of the employee's immediate family or a relation designated in paragraph c) may be arranged with the Circuit Clerk. The employee may use benefit time to cover this absence or go unpaid if all accrued benefit time has been exhausted.

SECTION 16.2: JURY DUTY

Employees are expected to honor all subpoenas for jury duty.

Employees are to notify their respective supervisors immediately upon receipt of a jury notice so that arrangements can be made to cover their assignments.

Regular full-time and regular part-time employees required to report for jury duty or jury service will receive full pay for time not worked while serving on jury duty for the term of the jury service, provided they:

- Report to work by swiping their payroll card by 8:00 each day of jury duty/service;
- Perform their regular work until they are required to report for jury duty/service;
- Resume their regular work when released from jury duty/service; and
- Turn over their endorsed jury duty/service check to the Chief Deputy for deposit with the McHenry County Treasurer.

SECTION 16.3: UNPAID LEAVE OF ABSENCE

After one year of continuous service with the Circuit Clerk, a regular full-time or part-time employee may request an Unpaid Personal Leave of Absence for compelling or urgent reasons (not for outside employment) for a period not to exceed twelve (12) weeks. The leave is granted at the discretion of the Circuit Clerk.

Requests for an unpaid leave of absence must be submitted in writing to the Circuit Clerk as far in advance as practical. The request shall state the reasons for the leave of absence and the requested length of time. Employees may request that the exact nature of the request be kept confidential.

The Circuit Clerk shall review the request and either approve or disapprove the request, based on the needs of the department, the availability of temporary substitute employees, and the reason for the request.

While on unpaid leave of absence of thirty (30) days or more, vacation and sick leave accrual cease. The employee is ineligible for holiday pay during the leave of absence.

Employees may continue to participate in the County's Group Health Insurance Program during an unpaid leave of absence with payment of the full monthly premiums (employer and employee share). Arrangements are to be made with the Human Resources Department. Failure to make such arrangements, or regularly scheduled premium payments at the beginning of each month, will result in cancellation of benefits. If a benefit is cancelled, the rules and regulations of the carrier shall apply when the employee returns and seeks such coverage.

If an unpaid leave of absence is granted, regardless of its duration, there is no guarantee that the employee's job will remain unfilled or that the position will not be eliminated or changed by reorganization. If the employee's job is still vacant upon the conclusion of the leave of absence, the employee shall resume the position with the same status. Employees must understand that there is no guarantee of reinstatement to any position in the Circuit Clerk's office upon completion of the leave.

Failure of the employee to report for duty at the expiration of the leave shall result in termination.

SECTION 16.4: FMLA

FMLA leave will be granted in accordance with the McHenry County Personnel Policy and in compliance with Federal and State law.

SECTION 16.5: MILITARY LEAVE

Military leave will be granted in accordance with the McHenry County Personnel Policy and in compliance with Federal and State law.

SECTION 16.6: VESSA

VESSA leave will be granted in accordance with the McHenry County Personnel Policy and in compliance with Federal and State law.

ARTICLE XVII

HEALTH INSURANCE AND OTHER BENEFITS

SECTION 17.1: HEALTH AND DENTAL BENEFITS

The Employer will provide full-time employees with coverage under the Blue Cross/Blue Shield Plan as amended from time to time; provided, however, the Employer reserves the right to change carriers, benefit levels or to self-insure as it deems appropriate, as long as the new basic coverage and basic benefits are similar to those in effect when this agreement is implemented.

Any employee wishing to waive the health benefits may do so by signing and filing the appropriate form in the Human Resources Department.

The Employer and the active employees shall share the cost of health and dental coverage as follows:

Effective January 1, 2020, the Employer and Employee contribution percentages will be as shown below:

PPO – Regular	Employer %	Employee %
Single	85%	15%
EE+1	80%	20%
EE+2	80%	20%
PPO – Alternative	Employer %	Employee %
Single	85%	15%
EE+1	80%	20%
EE+2	80%	20%
PPO – HSA	Employer %	Employee %
Single	85%	15%
EE+1	80%	20%
EE+2	80%	20%

HMO	Employer %	Employee %
Single	85%	15%
EE+1	80%	20%
EE+2	80%	20%

The dollar amount of employee contributions will be adjusted on the renewal date based upon the cost to the Employer and the cost sharing percentages set forth above.

If the employer is required to pay an excise tax or penalty under the Affordable Care Act (ACA) or any similar state or federal legislation or regulation for any coverage option because an employee opts not to change their insurance coverage to a plan offered by the County which avoids the imposition of these taxes or penalties, then the employee's monthly insurance contributions will be increased on a dollar-for-dollar basis to offset the amount of the tax/penalty paid by the Employer.

Notwithstanding the above, it is understood and agreed that the Employer may make changes reasonably necessary so such coverage will (1) comply with the Affordable Care Act and any other federal or state health care laws; (2) not result in the imposition, directly or indirectly, of an excise tax for high-cost coverage ("Cadillac Tax") under the ACA or any similar state or federal legislation or regulation; or (3) ensure the Employer is not subject to any penalties or fees because employees are eligible to obtain insurance through a health insurance exchange in accordance with the ACA or any federal or state health care law(s). If such changes are deemed reasonably necessary by the Employer, the Employer will provide the Union with written notice and an opportunity to discuss the changes provided such discussions shall not operate to delay the Employer's implementation of such changes.

Nothing herein shall be construed as limiting the Employer's right to offer alternative medical plans to bargaining unit employees and their eligible dependents on a voluntary basis. The Employer reserves the right to determine and modify the terms and conditions of such alternative plans, including but not limited to reasonable benefit levels and premium contributions.

AFSCME represented employees have elected the option to have the current HMO and PPO plans open to all of its unit employees, rather than only those presently enrolled in those plans. This annual enrollment shall commence with the open enrollment period for 2021 and shall continue on an annual basis until the termination of this agreement.

Where County of McHenry changes any of its current plans, or makes available new plans to its employee bargaining units, the Employers will attempt to provide employees hereunder equal access to such plan changes or new plans.

SECTION 17.2: ELIGIBILITY

A non-exempt, full-time employee is eligible to enroll on the first of the month following sixty (60) days of consecutive, active full-time employment. Enrollment must occur within 10 days of the eligibility date or coverage may be denied. Employees who do not initially enroll in the group health and dental program upon starting with the County may do so only during the annual open enrollment period or in the event of a Qualifying Life Event (i.e. marriage, divorce, birth of a child). Proper documentation must be provided to the County's Human Resources Department in order for enrollment changes to be effective due to a Qualifying Life Event.

SECTION 17.3: RETIREE MEDICAL BENEFITS

For the term of this bargaining agreement, the Employer will provide coverage to IMRF Tier 1 retirees who retire at age 55 or older after eight (8) years of service. For the term of this bargaining agreement, the Employer will provide coverage to IMRF Tier 2 retirees who retire at age 62 or older after ten (10) years of service. The Employer shall pay 20% of single coverage and 35% of employee plus one (1) and family coverage until the retiree and/or their dependent obtains Medicare eligibility. The rates of all retirees shall be adjusted up or down by the same percentage as the Employer's premium for their class of coverage on the renewal date of each year.

Employees shall provide written notice of their intent to retire at least six (6) months prior to the designated date of retirement.

If the employer is required to pay an excise tax or penalty under the Affordable Care Act (ACA) or any similar state or federal legislation or regulation for any coverage option because an employee opts not to change their insurance coverage to a plan offered by the County which avoids the imposition of these taxes or penalties, then the employee's monthly insurance contributions will be increased on a dollar-for-dollar basis to offset the amount of the tax/penalty paid by the Employer.

SECTION 17.4: LIFE INSURANCE

The Employer will provide a Death Benefit in the amount of $15,000 at no cost to the employee. Employees are eligible to enroll on the first day of the month following sixty (60) days of consecutive, active full-time employment.

SECTION 17.5: PENSIONS

The Employer shall continue to contribute on behalf of the Employees to the Illinois Municipal Retirement Fund in the amount the Employer is required to under State Statues.

SECTION 17.6: IRC SECTION 125 PLAN

The County will maintain an IRC Section 125 Plan whereby employees will be able to pay for their share of health care premiums with pre-tax earnings. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

SECTION 17.7: WELLNESS BENEFIT

During the term of this Agreement, the Employer may institute a wellness plan. It is understood that while the Employer reserves the right to determine the terms and conditions of such plan, including reward benefits, if any, an employee's participation in such plan shall be voluntary.

ARTICLE XVIII

PERSONNEL RECORDS

SECTION 18.1: GENERALLY

The Employer shall follow the terms of the Illinois Personnel Record Review Act, 820 ILCS 40/0.01 et seq.

ARTICLE XIX

WORK DAY AND WORK WEEK

SECTION 19.1: EMPLOYMENT STATUS CATEGORIES

Regular full-time employees are those employees that are regularly scheduled to work a full-time schedule, a minimum thirty (30) hours per week, and maintain continuous employment status. Regular part-time employees that are regularly scheduled to work less than thirty (30) hours per week but at least 600 hours per year, and maintain continuous employment status.

SECTION 19.2: WORK DAY AND WORK WEEK

The workweek for full time bargaining unit employees is thirty-seven and one-half (37.5) hours and the normal workweek consists of the period from Sunday through Saturday and shall be five (5) consecutive days, normally Monday through Friday.

The normal business hours of the Circuit Clerk's offices for employees are Monday through Friday, 8:00 a.m. to 4:30 p.m. The Circuit Clerk agrees not to alter the normal business hours of the office without the mutual agreement of the bargaining unit except in those circumstances necessary to the effective operation of the office or where ordered by the Chief Judge of the Circuit Court.

Some flexible scheduling between the hours of 7:00 a.m. and 5:00 p.m. may be available, based on the operational requirements of the office and at the discretion of the Circuit Clerk. An employee, because of special circumstances, may request a flexible schedule and such request shall not be unreasonably denied.

The workweek defined above is a minimum requirement and non-exempt employees may be required to work additional hours in excess of the thirty-seven and

one half (37.5) hour requirement as may be necessary to complete assignments or for any other business purposes as may be directed by the Circuit Clerk or designee from time to time.

SECTION 19.3: HOLIDAY, SATURDAY AND JUVENILE BOND COURT

The Circuit Clerk is required to provide an employee for Holiday and Saturday Bond Court, which is required to be held by law. Bond Court is currently an optional assignment, and will continue to be optional unless at some point we do not have enough employees to work the Bond Court schedule, when it could become a mandatory job assignment. Employees who volunteer to be included on the rotating Bond Court schedule will be scheduled for Saturday or Holiday Bond Court on a rotating basis, depending on how many other employees are interested in working the Bond Court schedule. Employees who are assigned to work Bond Court will report to the Jail by 8:00 a.m. on their assigned Saturday or Holiday, and work the number of hours required in the courtroom, in addition to completing the work required to update the cases from Bond Court in the Circuit Clerk's case management system.

Employees who report for Holiday or Saturday Bond Court will be guaranteed a minimum of four (4) hours pay, at the time and one-half rate. Employees who work four (4) or more hours will receive an additional one (1) hour of comp time. If the Chief Judge of the 22nd Circuit creates a Juvenile Bond Court during the life of this agreement, the assignment and pay for said court will be in accordance with the terms for Holiday or Saturday Bond Court

SECTION 19.4: OVERTIME

1) Employees will be paid at their regular hourly rate for work in excess of thirty-seven and one half (37.5) hours per week but less than forty (40) hours in a seven (7) day workweek.

2) Employees will be paid at the rate of one and one half (1½) times their regular hourly rate for work in excess of forty (40) hours in a seven (7) day workweek.

3) For the purpose of calculating overtime, vacation hours, holidays, personal days, and compensatory time shall be counted as times worked.

4) For the purpose of calculating overtime the work week begins on Sunday at 12:00 a.m. and ends seven (7) days later on Saturday at 11:59 p.m.

5) Employees are not to work overtime without advance authorization from the Circuit Clerk or Designee. Failure to obtain advance authorization prior to working any overtime, including working through an unpaid lunch, may result in disciplinary action.

SECTION 19.5: LUNCH/REST PERIODS

Full time employees will be provided with a one (1) hour unpaid lunch break, which must be taken between 11:00 a.m. and 2:00 p.m.

Full time employees will be provided two (2) fifteen (15) minute paid breaks, one in the a.m. and one in the p.m.

If an employee is denied a break, the employee shall be compensated fifteen (15) minutes as compensatory time.

SECTION 19.6: COMPENSATORY TIME

1. In order to receive compensatory time off, a non-exempt employee and the Circuit Clerk must mutually agree that the employee will receive compensatory time off in lieu of compensation prior to the performance of any overtime work.
2. An employee earns one (1) hour of compensatory time off for each hour worked in excess of thirty-seven and one half (37.5), but less than forty (40). For each hour worked beyond forty (40) in a workweek, an employee earns one and one half (1.5) hours of compensatory time off for each hour worked.
3. Employees shall submit a written request for compensatory time usage to the Circuit Clerk for approval at least one (1) day in advance unless otherwise authorized by the Circuit Clerk.
4. Compensatory time shall be taken in a minimum of one (1) hour increments unless otherwise authorized by the Circuit Clerk.
5. Vacation, sick, and personal time requests will take precedence over compensatory time use requests in granting approval of compensatory time use.
6. Employees can accrue up to forty (40) hours at any given time; however, compensatory time cannot be carried over from one fiscal year to the next. Any compensatory time not used by November 15th will be converted to pay. Any compensatory time off which an employee has at the time of separation from the County shall be paid

at the employee's hourly rate of pay as of the employee's last day of employment.

SECTION 19.7: CLOCKING IN AND OUT

There will be a seven and one-half (7½) minute allowance for clocking in without being docked fifteen (15) minutes. Any time up to and including seven and one-half (7½) minutes will round down. Eight (8) minutes and above will round up.

SECTION 19.8: WORKING OUT OF CLASSIFICATION

An employee that is scheduled to work in a supervisory (non-bargaining unit) position for a period of one (1) day or more, shall be granted one (1) hour of pay or one and one half (1.5) hours of compensatory time for each day worked in said position. The employee and the Circuit Clerk will mutually agree on either pay or compensatory time.

ARTICLE XX

DRUG TESTING

SECTION 20.1: STATEMENT OF POLICY

It is the policy of the Employer that the public has the right to expect persons employed by the Employer to be free from the effects of drugs and alcohol. As the Employer, it has the right to expect its employees to report for work fit and able for duty. The purpose of this policy shall be achieved in such a manner as not to violate any established rights of the employees.

SECTION 20.2: PROHIBITIONS

Employees shall be prohibited from:

(a) Consuming or possessing alcohol, cannabis/marijuana (unless in accordance with duty requirements) or illegal drugs at any time during the work day or anywhere on any County premises or job sites, including all Employer buildings, properties, vehicles and while engaged in Employer's business This prohibition does not apply to items such as sealed alcohol purchased for home use, legally prescribed or non-prescription medications;

(b) Illegally selling, purchasing or delivering any illegal drug or cannabis/marijuana during the workday or on the Employer's premises;

(c) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs, which they are taking.

Section 20.3: DRUG AND ALCOHOL TESTING PERMITTED

Where the Employer has reasonable suspicion to believe that an employee is then under the influence of alcohol, cannabis/marijuana or illegal drugs during the course of the workday, the Employer shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The Employer or their designated representative must certify their reasonable suspicions concerning the affected employee prior to any order to submit to the testing authorized herein. There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized in Section 19.8 (d) below. The foregoing shall not limit the right of the Employer to conduct such tests as it may deem appropriate for persons seeking employment as employees prior to their date of hire.

SECTION 20.4: ORDER TO SUBMIT TO TESTING

Within eight (8) hours after the time an employee is ordered to submit to testing authorized by this Agreement, the Employer shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or right that he may have. The employee must take the test within sixty (60) minutes for alcohol and four (4) hours for drugs of being ordered to do so or it shall be deemed a refusal.

SECTION 20.5: TEST TO BE CONDUCTED

In conducting the testing authorized by this Agreement, the Employer shall:

(a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);

(b) Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result;

(c) Collect a sufficient sample of the same body fluid or materials from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;

(d) Collect samples in such a manner as to ensure high degree of security for the sample and its freedom from adulteration;

(e) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

(f) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense provided the employee notifies the Employer within seventy-two (72) hours of receiving the results of the tests;

(g) Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing, or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein, the Employer will not use such information in any manner or form adverse to the employee's interests;

(h) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. If a test is greater than 0.0 but less than .04, the employee shall be presumed to be not under the influence of alcohol. If the test is .10 or greater, the employee shall be conclusively presumed to be under the influence of alcohol. If the test is less than .04, the Employer shall not be precluded from demonstrating the employee was under the influence, however, no presumption will be attached to said results and the Employer shall bear the burden of proof in such cases;

(i) Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;

(j) Ensure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty during the pendency of any testing procedure.

SECTION 20.6: RIGHT TO CONTEST

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend to restrict, diminish, or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Union.

SECTION 20.7: VOLUNTARY REQUESTS FOR ASSISTANCE

The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, prior to an order to test, other than the Employer may require reassignment or temporary suspension of the employee if he is then unfit for duty in her/his current assignment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interest, except reassignment as described above.

SECTION 20.8: DISCIPLINE

In the first instance that an employee tests positive on both the initial and confirmatory test for drugs or is found to be under the influence of alcohol, and all employees who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the Employer. The foregoing is conditioned upon:

(a) The employee agreeing to appropriate treatment as determined by the physician(s) involved;

(b) The employee discontinues his use of illegal drugs or abuse of alcohol;

(c) The employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;

(d) The employee agrees to submit to random testing during hours of work during the period of "after-care."

Employees who do not agree to or who do not act in accordance with the foregoing, or who test positive for a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of

absence, at the employee's option, pending treatment. The foregoing shall not limit the Employer's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

ARTICLE XXI

LABOR-MANAGEMENT MEETINGS

SECTION 21.1: LABOR-MANAGEMENT CONFERENCES

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when requested by either party. Such meetings shall be scheduled at a time mutually agreed upon by the parties with an agenda submitted at least one (1) week in advance, and shall be limited to:

1. Discussion of the implementation and general administration of this Agreement;
2. A sharing of general information of interest to the parties;
3. The identification of possible health and safety concerns.

Up to three (3) Union representative(s) may attend these meetings. The Employer may assign appropriate management personnel to attend.

SECTION 21.2: PURPOSE

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by Union Representative(s) and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings unless the parties mutually agree otherwise.

ARTICLE XXII

SAFETY

SECTION 22.1: 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.

SECTION 22.2: UNSAFE CONDITIONS

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

Section 22.3 ADVANCED STEP FILING

Where the Union believes that a health and safety issue require immediate attention, a grievance may be filed directly to Step 3 of the grievance procedure.

Section 22.4 SAFETY AND HEALTH COMMITTEE

The Labor Management Committee shall, as part of its meeting agenda, regularly address issues of workplace safety and work rules designed to promote safe work practices.

ARTICLE XXIII

NO STRIKE/NO LOCKOUT

SECTION 23.1: NO STRIKE COMMITMENT

Neither the Union nor any employee or bargaining unit member will call, initiate, authorize, promote, participate in, sanction, encourage, or ratify any work stoppage, slow down, sympathy strike, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement.

Neither the Chapter nor any employee nor bargaining unit member shall refuse to cross any picket line, by whomever established.

SECTION 23.2: NO LOCKOUT

The Employer will not lock out any employee during the term of this Agreement as a result of an actual or anticipated labor dispute with the Union.

SECTION 23.3: JUDICIAL RESTRAINT

Nothing contained herein shall preclude the Employer or the Union from seeking judicial restraint and damages in the event the other party violates this Agreement.

SECTION 23.4: DISCIPLINE OF STRIKERS

Any employee or bargaining unit member who violates the provisions of Section 1 of this Article shall be subject to immediate discipline which may include discharge. Any action taken by the Employer against any employee or bargaining unit member who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provision of the grievance procedure,

except that the issue of whether an employee or bargaining unit member in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE XXIV

WAGES/COMPENSATION/ALLOWANCES

SECTION 24.1: WAGES

1. Effective retroactive to December 1, 2018 All titles will be regraded to the rates listed in the wage table. Employees will either be placed at the new rate or receive an increase of $1.50/hour to their base rate of pay, whichever is greater. The Senior Court Specialist will become a semi-automatic advancement upon completion of five (5) years of service as a Court Specialist I. This semi-automatic advancement shall be a permanent conversion of the position.
2. Effective December 1, 2019 wage rates for all bargaining unit employees and grades will increase by two and one-quarter percent (2.25%).
3. Effective December 1, 2020 wage rates for all bargaining unit employees and grades will increase by two and one-quarter percent (2.25%).
4. Effective December 1, 2021 wage rates for all bargaining unit employees and grades will increase by two and one-quarter percent (2.25%).

Position	11/30/17 Hourly	12/1/18 - 11/30/22 Start	12/1/18 - 11/30/22 End
Court/Courtroom Specialist I	$12.50	$14.50	$21.03
Court/Courtroom Specialist I-Senior	$14.00	$15.50	$22.48
Court/Courtroom Specialist II	$15.35	$16.50	$23.93
Court/Courtroom Specialist III	$17.05	$18.50	$26.83
Lead Court/Courtroom Specialist	$18.85	$20.00	$29.00
Accounting Specialist I	$12.50	$14.50	$21.03
Accounting Specialist II	$15.35	$16.50	$23.93
Accounting Coordinator	$17.05	$18.50	$26.83

ARTICLE XXV

SAVINGS CLAUSE

ARTICLE 25.1: GENERALLY

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by an existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE XXVI

COMPLETE AGREEMENT

SECTION 26.1 GENERALLY

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXVII

DURATION AND SIGNATURE

SECTION 27.1: TERM OF AGREEMENT

This Agreement shall be effective from December 1, 2018, and shall remain in full force and effect until November 30, 2022. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than one-hundred and eighty (180) days nor less than one-hundred twenty (120) pays prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

SECTION 27.2: CONTINUING EFFECT

Notwithstanding any provision of the Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations are continuing for a new Agreement or part thereof between the parties.

SECTION 27.3: PROCEDURE ON NOTICE OF TERMINATION

The parties agree that if either side decides to reopen negotiations upon termination, making any changes in the Agreement, the other party may so notify the other at least one hundred twenty (120) days and no more than one hundred eighty (180) days prior to the expiration of the Agreement or the extension thereof. In the event such notice to negotiate is given, then the parties shall meet not later than ten (10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purposes of negotiation. All notices provided for in this Agreement shall be served upon the other party by registered mail, return receipt requested.

IN WITNESS THEREOF, the parties hereto affixed their signatures this, the

June 8 of 16, 2020.

FOR THE EMPLOYER:

COUNTY BOARD CHAIRMAN

CIRCUIT CLERK

(SEAL)

COUNTY CLERK

FOR THE UNION:

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 31 AFL-CIO

UNION REPRESENTATIVE

UNION REPRESENTATIVE

UNION REPRESENTATIVE