

COLLECTIVE BARGAINING AGREEMENT

Between

KENDALL COUNTY CIRCUIT CLERK



AND

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES UNION
(AFSCME) COUNCIL 31, AFL-CIO**



**ON BEHALF OF THE EMPLOYEES OF THE
KENDALL COUNTY CIRCUIT CLERK**

EFFECTIVE DECEMBER 1, 2023 THROUGH NOVEMBER 30, 2027

TABLE OF CONTENTS

ARTICLE 1	PREAMBLE	1
ARTICLE 2	RECOGNITION.....	1
Section 1	Exclusive Bargaining Representative.....	1
Section 2	Bargaining Unit Work	1
ARTICLE 3	UNION RIGHTS.....	1
Section 1	Union Activity During Working Hours	1
Section 2	Access to Premises by Union Representatives.....	1
Section 3	Time Off for Union Activities.....	2
Section 4	Union Bulletin Boards	2
Section 5	Information Provided to Union	2
Section 6	Union Orientation	2
Section 7	Employee Development and Training	2
ARTICLE 4	DUES CHECKOFF	3
Section 1	Deductions	3
Section 2	Indemnification	3
Section 3	Changes in Dues Rate	3
ARTICLE 5	MANAGEMENT RIGHTS.....	4
ARTICLE 6	NON-DISCRIMINATION.....	4
Section 1	Prohibition Against Discrimination	4
Section 2	Union Membership and Activity	4
ARTICLE 7	NO STRIKE OR LOCKOUT	5
Section 1	No Strike	5
Section 2	No Lockout	5
ARTICLE 8	DISCIPLINE	5
Section 1	Definition.....	5
Section 2	Manner of Discipline	5
Section 3	Oral Reprimands.....	5
Section 4	Notification and Measure of Disciplinary Action	5
ARTICLE 9	GRIEVANCE PROCEDURE	6

Section 1	Grievance	6
Section 2	Grievance Steps.....	6
Section 3	Time Limits	7
Section 4	Time Off and Meeting Space	8
Section 5	Advanced Grievance Step Filing	8
Section 6	Pertinent Witnesses and Information.....	8
ARTICLE 10	PROBATIONARY EMPLOYEES	8
Section 1	Probationary Period	8
Section 2	Seniority	8
ARTICLE 11	SENIORITY.....	9
ARTICLE 12	HOURS OF WORK	9
Section 1	Application	9
Section 2	Work Day and Work Week / Work Schedule	9
Section 3	Overtime	9
Section 4	Weekend and Holiday Conditions Call	10
ARTICLE 13	FILLING OF VACANCIES.....	10
Section 1	Vacancies and Postings	10
Section 2	Selection.....	10
ARTICLE 14	LAYOFF AND RECALL	11
Section 1	Procedure	11
Section 2	Recall	11
Section 3	Notice	11
ARTICLE 15	HOLIDAYS	11
ARTICLE 16	VACATION TIME & SICK/PERSONAL TIME	12
Section 1	Earned Vacation	12
Section 2	Sick/Personal Time.....	13
ARTICLE 17	LEAVES OF ABSENCES.....	15
Section 1	School Visitation Leave	15
Section 2	FMLA	15
ARTICLE 18	INSURANCE.....	15

ARTICLE 19	WAGES AND OTHER PAY PROVISIONS	16
Section 1	Wage Schedules	16
Section 2	Clothing Stipend	16
ARTICLE 20	PERSONNEL POLICIES, RULES AND REGULATIONS.....	17
ARTICLE 21	LABOR/MANAGEMENT MEETINGS	17
ARTICLE 22	SAFETY AND HEALTH	17
Section 1	General Duty	17
Section 2	Advanced Step Filing	17
ARTICLE 23	PERSONNEL FILES	17
Section 1	Employee Review	17
Section 2	Employee Notification.....	17
Section 3	Proper Information	17
Section 4	Employee Response	17
ARTICLE 24	AUTHORITY OF THE CONTRACT	18
Section 1	Partial Invalidity.....	18
Section 2	Past Practice	18
ARTICLE 25	DURATION	18
Section 1	Term of Agreement.....	18
Section 2	Continuing Effect.....	18
SIGNATURES	19
APPENDIX A	CATASTROPHIC SICK LEAVE BANK.....	20

ARTICLE 1
PREAMBLE

This Agreement, entered into by Kendall County Clerk of the Circuit Court, hereinafter referred to as the Employer, and American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 2
RECOGNITION

Section 1. Exclusive Bargaining Representative

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters concerning wages, hours and other conditions of employment for all Kendall County Circuit Clerk employees as certified by the Illinois Labor Relations Board State Panel in Case #S-RC-18-041, but excluding managerial, supervisory, and confidential employees.

The Employer will recognize the Union as the exclusive bargaining agent for any currently unrepresented employee(s) of the Employer, who are considered employees under the Illinois Public Labor Relations Act, upon a showing of majority support to be determined by a card check certified by the Illinois Labor Relations Board.

Section 2. Bargaining Unit Work

The Circuit Clerk and supervisory, confidential, and managerial employees shall continue to perform bargaining unit work in accordance with past practice; provided, no bargaining unit employee is in layoff status, nor shall said employee(s) perform bargaining unit work as a majority of time spent in work status. The employer shall not use non-bargaining unit employees to erode the bargaining unit.

ARTICLE 3
UNION RIGHTS

Section 1. Union Activity During Working Hours

One (1) designated Union Steward/Representative shall, upon giving appropriate notice to the employee's supervisor, be allowed reasonable time off with pay during working hours to investigate and process grievances and/or attend grievance meetings. Up to two (2) union stewards/representatives may, upon giving appropriate notice to the employees' supervisor(s), attend meetings concerning modifications of and supplements and successors to this Agreement, committee meetings if such committees have been established by this Agreement, labor/management meetings, or meetings called or agreed to by the Employer. The Union shall notify the Employer, in writing, of the name(s) of the Union Steward(s)/Representative(s) within five (5) working days of such designation(s). A Union Steward not scheduled to work while conducting Union activity shall not be compensated by the Employer.

Section 2. Access to Premises by Union Representatives

Local representatives, officers and AFSCME Staff shall have reasonable access to the premises of the Employer after providing reasonable notice prior to arrival, provided such access shall not unduly disrupt the Circuit Clerk's operations.

Section 3. Time Off for Union Activities

- (a) Up to two (2) bargaining unit employees shall be permitted to use any applicable benefit time, for legitimate Union business such as Union meetings, statewide or area-wide Union committee meetings or Council or International conventions, provided granting the leave will not unduly burden the Circuit Clerk's operations. Such time off shall not be detrimental in any way to the employee's record.

- (b) Up to two (2) designated Union Stewards shall have the opportunity to attend Steward training offered by the Union for up to two (2) days each per year without loss of pay. Failure to provide proof of attendance upon completion of the training shall result in the time off being charged to the employee's benefit time. Each Steward shall provide proof of at least one (1) month's notice to ensure adequate office coverage.

Section 4. Union Bulletin Boards

The Employer shall permit the Union with access to an exclusive bulletin board, located in the Employee break room, for the purpose of posting Union notices or announcements of a nonpolitical and non-inflammatory nature. All postings shall be limited to the bulletin board. All costs incident to preparing and posting Union material shall be paid by the Union. The Union is responsible for posting and removing its material on the bulletin board and for maintaining its postings in a neat and orderly fashion.

Section 5. Information Provided to Union

Within five (5) working days of such events, the Employer will advise the union by electronic mail of: new hires, promotions, layoffs, transfers, leaves, returns from leave, disciplinary actions, suspensions, discharges, and separations.

The Employer shall supply the Union with a bargaining unit list electronically in Excel at an email address designated by the Union, at least once per month, which shall include employee name, address, job title, worksite location, work telephone numbers, identification number if available, date of hire, work email address, any home and personal cellular telephone numbers on file with the employer, and any personal email addresses on file with the employer. In addition, the employer must provide the union with the same information as above for all new hires within five (5) days of the date of hire.

Section 6. Union Orientations

New Hires – The Union shall conduct union orientation for each new bargaining unit employee during the employee's first or second day 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 orientations in conjunction with new employee orientations conducted by the Employer. The Union orientation period shall not normally exceed one (1) hour and shall take place during employees' regular working hours with no loss of pay to the employees involved.

Annual Orientation- Each bargaining unit employee may annually attend an orientation provided by the Union. Orientations shall be scheduled at times mutually agreeable to the parties. Employees shall be allowed up to one (1) hour during working hours with no loss of pay to attend such an orientation.

Section 7. Employee Development and Training

The Employer and the Union recognize the need for training and development of employees in order that services are efficiently, effectively, and accurately provided and the employees are afforded the

opportunity to develop their skills and potential. The Employer shall provide employees with reasonable orientation with respect to current procedures, methods, and techniques normally used in such employee's work.

The Employer encourages employees to inform their supervisor if they believe that the training they have received is insufficient or that additional training would assist them in performing their job. Such suggestions by the employee should be as specific as possible.

ARTICLE 4 **DUES CHECKOFF**

Section 1. Deductions

The Employer agrees to honor employees' individually signed authorization of payroll deduction forms and shall make such deductions in the amounts certified by the Union for any or all of the following:

- a) Union membership dues, assessments, or fees;
- b) Union-sponsored benefit programs;
- c) PEOPLE contributions.

Authorizations shall be irrevocable in accordance with the terms under which an employee voluntarily authorized said deductions or as provided by the laws of the State of Illinois.

Upon receipt of written notification to the Employer by the Union, such authorized deductions shall be made in accordance with law and shall be remitted each pay day to AFSCME Council 31 at 615 S. Second St., P.O. Box 2328, Springfield, IL 62705-2328, along with a list of bargaining unit employees' and union members' names and last four of their social security numbers. Dues deduction authorizations remain valid until the employee leaves the bargaining unit or the Employer receives notice from the Union that an employee has revoked his/her authorization. The Employer shall not be obligated to deduct dues from an employee's pay during any month in which the Employee's pay is less than the amount to be deducted.

Section 2. Indemnification

The only obligation of the Employer is to deduct and remit the certified amounts to the Union. The Employer shall bear no obligation or liability to the Union or any Employee for any mistakes made in compliance with said obligation. The Union shall indemnify, defend, and hold harmless the Employer, its Officers, Agents, and Employees from any and all claims, demands, actions, complaints, suits, or any other forms of liability that shall arise out of or by reason of any action by the Employer, its Officers, Agents, and Employees for the purposes of complying with this Article or in reliance upon any list, form, notice, certification, or assignment furnished pursuant to the provision hereof.

Section 3. Changes in Dues Rate

Notice of any increases in the deductions authorized herein shall be provided at least thirty (30) days in advance of their effective date. It is the responsibility of the Union to notify its members of any increase in deductions.

ARTICLE 5

MANAGEMENT RIGHTS

Except as amended, changed, or modified by this Agreement and/or the Illinois Public Labor Relations Act, the Employer retains all rights of inherent managerial policy and Constitutional requirements to operate the Circuit Clerk's Office, which shall include, but are not limited to, the following:

- (1) to plan, direct, control, and determine all operations and services to be conducted;
- (2) to supervise and direct Employees;
- (3) to establish the qualifications for employment and to employ Employees;
- (4) to establish reasonable work rules and work schedules and assign such;
- (5) to hire, promote, transfer, schedule, and assign Employees in positions and to create, combine, modify, and eliminate positions;
- (6) to suspend, demote, discharge, and take other disciplinary action against Employees for just cause;
- (7) to establish reasonable work and productivity standards and, from time to time, amend such standards;
- (8) to lay-off Employees due to lack of work or funds or other legitimate reasons;
- (9) to assign overtime;
- (10) to contract out for goods and services;
- (11) to maintain efficiency of operations and services;
- (12) to determine the methods, means, organization, and number of personnel by which such operations and services shall be provided;
- (13) to take whatever action is necessary to comply with State and Federal law;
- (14) to change or eliminate methods, equipment, and facilities for the improvement of operation.

ARTICLE 6

NON-DISCRIMINATION

Section 1. Prohibition Against Discrimination

There shall be no discrimination against any employee on the basis of race, gender, sexual orientation, creed, religion, color, marital or parental status, age, national origin, veteran status, disability, political affiliation and/or beliefs.

Section 2. Union Membership and Activity

No employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by law or by this Agreement, or on account of membership in, or activities on behalf of the Union.

ARTICLE 7
NO STRIKE OR LOCKOUT

Section 1. No Strike

This Agreement contains a grievance resolution procedure which provides for final and binding arbitration of disputes concerning the administration and interpretation of this Agreement. Therefore, during the term of this Agreement there shall be no strikes.

Section 2. No Lockout

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

ARTICLE 8
DISCIPLINE

Section 1. Definition

Disciplinary action may be imposed upon any non-probationary employee only for just cause.

The Employer agrees with the tenets of progressive and corrective discipline; however, nothing in this Agreement restricts the Employer, in any case, from imposing discipline that is commensurate with the severity of the offense.

Disciplinary action or measures shall include the following:

- a) Oral reprimand (documented in writing);
- b) Written reprimand;
- c) Suspension; and
- d) Discharge.

Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

Section 2. Manner of Discipline

If the Employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 3. Oral Reprimands

In cases of oral reprimands, the supervisor must inform the employee that he/she is receiving an oral reprimand and give reasons for such discipline.

Oral reprimands shall be removed from an employee's personnel file after one consecutive year without same or similar offense.

Section 4. Notification and Measure of Disciplinary Action

- a) In the event disciplinary action is taken against an employee, the Employer shall promptly furnish the employee and the Union in writing with a clear and concise statement of the reasons therefore. The measure of discipline and the statement of reasons may be modified after the investigation of the total facts and circumstances. But once the measure of discipline is

determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

- b) An employee who reasonably believes an investigatory interview may lead to discipline is entitled to request Union representation. Upon the bargaining unit employee's request for Union representation, the investigatory interview shall be delayed for a reasonable period of time to allow for the presence of a Union representative.
- c) Nothing in this Section shall prevent the Employer from relieving employees from duty with pay.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 1. Grievance

A grievance is defined as any difference, complaint, or dispute between the Employer and the Union or any employee over the application, meaning, or interpretation of this Agreement. Oral Reprimands shall not be subject to the arbitration step of this grievance procedure.

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, and the remedy sought.

Section 2. Grievance Steps

Grievances arising under this Agreement shall be resolved as follows:

Step 1. Immediate Supervisor

Any employee who has a grievance shall submit the grievance in writing to the employee's immediate non-bargaining unit supervisor, specifically indicating that the matter is a grievance under this Agreement. All grievances must be presented no later than seven (7) working days from the date when the employee knew of or should have known of the occurrence giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within seven (7) working days after the grievance is presented.

Step 2. Clerk of the Circuit Court (or designee)

If the grievance is still unresolved, it shall be presented by the Union to the Clerk of the Circuit Court in writing within seven (7) working days after receipt of the Step 1 response or after the Step 1 response is due, whichever is earliest.

The parties shall meet, upon mutual agreement, at a mutually agreeable time, within seven (7) working days, in an effort to resolve the grievance.

The Clerk of the Circuit Court, or designee if unavailable, shall give a written response within seven (7) working days after the grievance is presented or after the meeting, if any.

Step 3. Arbitration

If the matter is not adjusted in Step 2, the Union, by written notice to the Employer within thirty (30) working days after the Step 2 answer, or after such answer was due, as the case may be, may appeal the grievance to Arbitration.

If the grievance is appealed to arbitration, representatives of the Union shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The parties shall alternately strike a name from the list until there is one (1) name remaining. A coin toss shall determine the order of striking names with the loser striking first. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties.

Arbitration Procedures

The arbitration procedures shall comply with the Uniform Arbitration Act, 710 ILCS 5, except where the act conflicts with the express terms of this Agreement, in which case this Agreement shall prevail.

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

The Employer or Union shall have the right to request that the arbitrator require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses and legal fees.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and decide the question presented to determine whether there has been a violation, misinterpretation, or misapplication of, or compliance with specific provisions of this Agreement and to provide an appropriate remedy.

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 the expedited arbitration procedures of the Federal Mediation and Conciliation Service.

The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee or employees involved, provided the decision is not contrary to or inconsistent with the terms and provisions of this Agreement.

There shall be no transcript unless mutually agreed by the parties.

Section 3. Time Limits

- a) "Working days" shall be defined as days when the Employer's operations are open for normal business.
- b) Grievances may be withdrawn at any step of the Grievance Procedure without precedent or prejudice.
- c) The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved.

- d) The Employer's failure to respond within the time limits shall be deemed a denial at that step.
- e) Grievances not submitted or appealed within the designated time limits will be treated as waived or withdrawn grievances without prejudice or creating a precedent.

Section 4. Time Off and Meeting Space

- a) Time Off: The grievant(s) and/or one (1) designated Union Steward will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances.

A grievant who is called back on a different shift or on his/her day off as a result of the Employer scheduling a grievance meeting shall have such time spent in the meeting considered as time worked.

Witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation.

- b) Meeting Space: The employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance.

Section 5. Advanced Grievance Step Filing

Certain issues, which by nature are not capable of being settled at a preliminary step of the Grievance Procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at an advance step upon mutual agreement between the appropriate Union representative and the appropriate Employer representative at the step where it is desired to initiate the grievance.

Section 6. Pertinent Witnesses and Information

Upon request by the Union, the Employer shall produce specific documents, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration.

ARTICLE 10
PROBATIONARY EMPLOYEES

Section 1. Probationary Period

An employee is a probationary employee for his/her first six (6) months of employment. During the probationary period, an employee may be disciplined, discharged, laid off, or otherwise dismissed at the sole discretion of the Employer without recourse to any grievance procedure that may become part of this Agreement. The probationary period may be extended for up to an additional three (3) months if the Employer determines the Employee needs additional training and/or supervision. In such case, the Employer will meet the employee and the Union to discuss the reasons for extending the probationary period.

Section 2. Seniority

A probationary employee shall have no seniority until he/she has completed his/her probationary period. Upon completion of his/her probationary period, he/she will acquire seniority from his/her date of hire.

ARTICLE 11
SENIORITY

For the purpose of benefit accrual, seniority shall be defined as each Employee's length of continuous service with Kendall County since their last date of hire.

For all other purposes, seniority shall be defined as an Employee's length of continuous service within the Kendall County Circuit Clerk's Office since their last date of hire.

Notwithstanding the foregoing, seniority shall not be interrupted for periods of illness, injury and disability, or with any transfer or reassignment to another bargaining unit position within the Kendall County Circuit Clerk's Office.

ARTICLE 12
HOURS OF WORK

Section 1. Application

This Article is intended to define the normal hours of work in effect at the time of execution of this Agreement. Subject to the provisions of this Agreement and applicable law, nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency and avoiding overtime and from establishing the work schedule of Employees and establishing part-time positions, nor is it a guarantee of hours of work.

Section 2. Work Day and Work Week / Work Schedule

The normal work day for full-time bargaining unit Employees shall be defined as eight and one-half (8 1/2) consecutive hours, including a one (1) hour unpaid meal period. The normal work week for full-time bargaining unit Employees shall consist of five (5) consecutive days (Monday through Friday).

Employees scheduled a normal work day are entitled to a one (1) hour unpaid lunch period and two (2) paid fifteen (15) minute rest periods, one (1) in the morning and one (1) in the afternoon. While in court, Employees will be provided relief, for their entitled breaks, as is the current practice.

An employee who is scheduled to work at least four (4) consecutive hours is entitled to one (1) fifteen (15) minute paid rest period.

Lunch periods will start no earlier than 11:30 a.m. and no later than 1:00 p.m.

No lunch periods will be offered if the Circuit Clerk's Office is opened half-day.

Section 3. Overtime

Overtime is defined as pre-authorized time actually worked in excess of thirty-seven and one-half (37 1/2) hours during a work week. Overtime in excess of forty (40) hours per work week shall be paid at the rate of one and one-half (1 1/2) hours for each hour worked. An Employee, at the Employee's discretion, may elect to receive compensatory time, in lieu of overtime pay, up to a maximum accrual of no more than five (5) days. Each hour worked beyond forty (40) hours in a work week that exceeds the maximum five (5) day accrual shall be paid at the rate of one and one-half (1 1/2) times the employee's straight time rate. Overtime work shall be rounded to the nearest quarter (1/4) hour. Time spent on sick/personal time, vacations, holidays, or any other leave of absence shall not be considered hours worked in computing

overtime. For work between thirty-seven and one-half (37 1/2) and forty (40) hours, employees will be paid at the straight time rate.

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

Mandatory training scheduled outside of an Employee's regular work hours will be paid as work hours, and will count as compensable hours worked, with regards to the calculation of overtime.

Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

Section 4. Weekend and Holiday Conditions Call

Employees shall receive eighty-five dollars (\$85.00) for each day and one-half (1/2) paid day off for performing weekend and holiday conditions call duties. When an Employee, after completing conditions call, returns to the office, no other work shall be performed other than the conditions call work. If conditions call is cancelled by the close of business on the Friday preceding the assignment, the Employee shall not receive the conditions call compensation. If conditions call is cancelled, and the Employee receives notice by 7:00 a.m. on the morning of the assignment, the Employee shall receive only the eighty-five dollars (\$85.00). If conditions call is cancelled, and the Employee does not receive notice, the Employee shall receive the eighty-five dollars (\$85.00) and the one-half (1/2) paid day off.

Weekend and Holiday conditions call is bargaining unit work. Non-bargaining unit Employees may only perform weekend and holiday conditions call duties when a bargaining unit Employee is unavailable.

Conditions Call is not restricted to trained Criminal Team Deputy Clerks; however, Deputy Clerks other than criminal Deputy Clerks that request weekend and/or holiday conditions call assignments must be trained and signed off prior to being added to the schedule. If training is needed in this area, the Deputy Clerk is responsible for coordinating with the Criminal Supervisor approved training dates. Once the Criminal Supervisor has signed off on the Deputy Clerk's completed training, the Deputy Clerk will be eligible to sign up for the next conditions call session.

ARTICLE 13 **FILLING OF VACANCIES**

Section 1. Vacancies and Postings

When the Employer determines a permanent vacancy exists within the bargaining unit, and in its sole discretion elects to fill the vacancy, a notice of such vacancy shall be posted on the Union bulletin board for five (5) working days prior to public posting. During this time, bargaining unit members, including those on layoff, who are interested in the vacancy, may apply.

Section 2. Selection

The Employer will select the most qualified applicant for the position. When two (2) or more applicants are deemed to be relatively equal in qualifications, the applicant with the most seniority will be awarded the position.

Individuals hired to fill a vacancy created by an FMLA leave are temporary and are not subject to provisions of this Agreement.

ARTICLE 14
LAYOFF AND RECALL

Section 1. Procedure

In the event the Employer, in its discretion, determines a layoff is necessary based ordinarily upon, but not limited to, LACK OF FUNDS OR LACK OF WORK, Employees will be laid off by inverse order of seniority within the Circuit Clerk's Office.

Section 2. Recall

When the Employer determines to increase staffing in those classifications where employees have been laid off, laid off employees shall be recalled in accordance with the reverse application of the procedure for layoff. Recall rights under this provision shall terminate twelve (12) months after layoff. It is the responsibility of all bargaining unit employees eligible for recall to notify the Circuit Clerk of their up-to-date address, and the Employer shall be deemed to have fulfilled its obligation by sending notices, via certified mail, to the addresses supplied by the bargaining unit employees. Employees shall have ten (10) working days from the postmark to notify the Circuit Clerk of their acceptance of the recall. The bargaining unit employees shall have ten (10) working days thereafter to report to duty. If a bargaining unit employee is recalled and refuses it, such refusal shall terminate all further recall rights.

Section 3. Notice

The Employer shall notify the Union and any affected employee(s) no less than sixty (60) calendar days prior to the intended effective date of a planned layoff. Employees subject to layoff shall be given no less than thirty (30) calendar days notice, if possible, prior to the effective date of layoff.

ARTICLE 15
HOLIDAYS

Annually, the Chief Judge specifies the paid court holidays for the coming year.

Regular full-time employees receive seven and one-half (7 1/2) hours of holiday pay.

If eligible full-time employees work on a recognized holiday, they receive holiday pay plus wages at one and one-half (1 1/2) times their straight-time rate for the hours worked on the holiday.

Regular part-time employees working a minimum of twenty (20) hours per week shall be entitled to holiday pay if the holiday falls on the employee's regularly scheduled work day.

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

Court Holidays are considered days/hours worked for payroll purposes.

ARTICLE 16
VACATION TIME & SICK/PERSONAL TIME

Section 1. Earned Vacation

All regular full-time employees are eligible for paid vacation benefits.

Part-time Employees working a minimum of one thousand forty 1,040 hours annually, twenty (20) hours per week, shall be entitled to vacation time on a pro rata basis.

Vacation time accrual is calculated based on the fiscal year (December 1 to November 30).

Eligible employees will earn vacation time in accordance with the following schedule:

YEARS OF SERVICE	PAID VACATION DAYS	CREDITED MONTHLY
0-6	10 (75 hours)	6.25 hours / .83 days
7-14 Month following 6-year anniversary	15 (112.5 hours)	9.375 hours / 1.25 days
15 or more Month following 14-year anniversary	20 (150 hours)	12.5 hours / 1.67 days

a) Availability

Earned vacation time will be available to all Employees on the 1st of each month.

Employees on a leave of absence shall not accrue vacation time during their leave except while using paid time.

b) Borrowing Time

Employees will be allowed to borrow one (1) week of vacation time from the unearned vacation bank, however in the event an employee terminates their employment with the Circuit Clerk's Office, the Employer shall withhold such amount from the Employee's final paycheck as needed to pay the borrowed unearned vacation time back.

c) Scheduling

Vacation time will be scheduled with prime consideration given to the efficient operation of the Circuit Clerk's Office. While Employee's request will be honored whenever possible, final approval or denial of vacation requests is in the sole discretion of the Employer.

Requests for a full week or more of vacation time are to be made no less than two weeks in advance. All other requests for time off should be made as far in advance as possible to allow for necessary coverage.

Probationary employees are not eligible for vacation time until they have completed their probationary period. However, if an applicant notifies the Employer during the hiring process of a previously scheduled vacation, the Employer will allow such an individual to use accumulated vacation time during the probation period. In the first year of employment, a new employee's vacation accrual will be determined by his starting date.

No individual may be scheduled for time off the day before or after a holiday two years in a row unless it has not been requested by another eligible employee within the same division 30 days prior to the holiday. If the time off is scheduled within the 30-day window prior to the holiday, it will not count toward the two years in a row rule.

For the purposes of the above clause, "same division" refers to an employee also in the Criminal, Civil, Traffic, or File Room/Scanning division.

Supervisors will monitor and maintain a record of their staff's eligibility for time off with any given court holiday.

Full vacation weeks can be scheduled for the following year (December-November) beginning September 1st of the current year. After September 30th of the current year, individual vacation days may be scheduled for the following year.

d) Maximum Accumulation

Employees are allowed to carry over from year to year no more than four hundred and fifty (450) unused vacation hours.

e) Compensation

Vacation time shall be paid at the employee's rate of pay in effect the pay day immediately preceding the employee's start of vacation, leave of absence, layoff, or separation. Employees who are laid off may request compensation for unused vacation time ten (10) working days from the date their layoff commenced.

If a court holiday falls during an employee's paid vacation time, the holiday shall be considered a paid holiday for payroll purposes and shall not be counted toward vacation time used.

Paid vacation time is considered as days/hours worked for payroll purposes.

Section 2. Sick/Personal Time

All regular full-time, part-time, and probationary employees are eligible for paid sick/personal benefits.

Part-time employees earn sick/personal leave proportionate to their average number of hours worked per month.

Sick leave and personal leave are one and the same during the year they are earned.

Sick/Personal time accrual is calculated based on the fiscal year (December 1 to November 30).

New probationary full-time employees will be granted sick/personal days as follows:

MONTH EMPLOYED	DAYS EARNED
December	12
January	11
February	10
March	9
April	8
May	7
June	6
July	5
August	4
September	3
October	2
November	1

- a) **Availability**
Earned sick/personal time will be available to all eligible employees on December 1st of each fiscal year.
- b) **Maximum Accumulation**
Unused sick/personal time is carried over each year into a bank accrued sick leave (not personal leave) and may be accumulated to a sum not to exceed two hundred forty (240) days.
- c) **Compensation**
Sick/Personal time will be paid at the employee's rate of pay in effect the pay day immediately preceding the employee's start of sick/personal leave.

Each employee has the option of trading up to twelve (12) days of their current annual unused sick/personal leave benefit for one fourth (1/4) of their daily pay rate of the year of accrual. Application for this trade must be made in writing no later than October 31 of each fiscal year. Employees wishing to trade their unused sick/personal leave days must request this in writing from the Human Resource/Personnel Manager. The Circuit Clerk, or his designee, will certify the number of days which the employee is entitled to trade and submit this information in writing to the County Treasurer's office.

If sick/personal days are taken after this trade and prior to the first day of the next fiscal year, they will be deducted from the next fiscal year's twelve days for sick/personal. Employees are not eligible to receive the sick/personal day payback before their six (6) month probationary period has been successfully completed.

Upon termination of employment, the employee is not entitled to compensation of any unused sick/personal days in the current year or any accrued sick days from prior years.

Retiring IMRF members, 55 years and older, qualify for a maximum of one (1) year of additional pension service credit for unpaid, unused sick leave accumulated at the rate of one month for every (twenty) 20 days of unpaid, unused sick leave or fraction thereof.

Sick/Personal time is considered as days/hours worked for payroll purposes.

c) Scheduling

Use of sick/personal time is subject to approval by the Circuit Clerk, clerk's supervisor or designee. When an employee is incapacitated, it is their responsibility to notify the Circuit Clerk's office via the Call-In Number 630 553-2898 no later than 7:55 a.m. If the employee is unable to provide notification by this time, they should contact the office as soon as possible. Such notification should include the employee's best estimate of the duration of the absence, if possible.

Banked sick leave may only be used for an employee's illness. Sick leave shall be allowed only when the employee is sick or disabled, or when there is an illness in the employee's family (i.e., spouse, child (birth, adopted, step) or parent. A maximum of twelve (12) banked sick days may be used when there is an illness in the employee's family per year. Banked sick leave may only be used after all sick/personal days granted in the active fiscal year have been exhausted.

Requests for sick day use for medical, optical and dental examinations or treatments must be made prior to the beginning of the absence and should be made as to create minimal disruption of work schedules.

ARTICLE 17
LEAVES OF ABSENCE

The parties will comply with the provisions of Chapter VI. Paid and Unpaid Leaves, not discussed elsewhere within this Agreement, as described in the Kendall County Circuit Clerk's Office All In Employee Handbook, with the following modifications:

Section 1. School Visitation Leave

The Employer acknowledges and shall comply with the Employees' entitlement to school visitation leave in accordance with the School Visitation Rights Act, 820 ILCS 147.

Section 2. FMLA

The parties agree to comply with the Family and Medical Leave Act (FMLA) provisions as described in Section 6.6 of the Kendall County Employee Handbook.

ARTICLE 18
INSURANCE

Bargaining unit members shall be eligible to participate in Kendall County's insurance plan(s) under the same terms and conditions as the County offers to its employees.

ARTICLE 19
WAGES AND OTHER PAY PROVISIONS

Section 1. Wage Schedules

Current Employees shall have their salaries increased as reflected in TABLE 1.

The parties agree that any retroactive increases in this Agreement are applicable only to those bargaining unit members employed by the Circuit Clerk at the time of ratification of the Agreement by both parties.

TABLE 1					
Deputy Clerk					
HIRE DATE	CURRENT	12/1/2023	12/1/2024	12/1/2025	12/1/2026
04/18/11	\$40,890.49	\$47,890.49	\$49,087.75	\$50,314.94	\$51,824.39
01/05/15	\$37,490.34	\$44,490.34	\$45,602.60	\$46,742.67	\$48,144.95
10/19/15	\$18.51/hr	\$22.10/hr	\$22.65/hr	\$23.22/hr	\$23.92/hr
01/03/17	\$34,636.21	\$41,636.21	\$42,677.12	\$43,744.05	\$45,056.37
01/01/2022 through 11/30/2022	\$28,750.00	\$35,250.00	\$36,131.25	\$37,034.53	\$38,145.57
12/01/2022 through 11/30/2023	\$28,000.00	\$34,500.00	\$35,362.50	\$36,246.56	\$37,333.96
Criminal Traffic Compliance-Quality Control Officer					
HIRE DATE	CURRENT	12/1/2023	12/1/2024	12/1/2025	12/1/2026
02/14/22	\$42,500.00	\$48,000.00	\$49,200.00	\$50,430.00	\$51,942.90

The starting salaries during the term of this Agreement shall be reflected in TABLE 2.

TABLE 2					
	CURRENT	12/1/2023	12/1/2024	12/1/2025	12/1/2026
Deputy Clerk	\$28,000.00	\$33,000.00	\$33,412.50	\$33,830.16	\$34,337.61
Quality Control	\$42,000.00	\$43,000.00	\$43,537.50	\$44,081.72	\$44,742.95

An Employee hired during the term of this Agreement shall receive the starting salary respective to the Employee's hire date and title with subsequent salary increases equal to the rate of current Employees. For example: a Deputy Clerk hired on January 3, 2026 would begin at \$33,830.16 per year. On 12/1/2026, that Employee's salary would increase 3.0% to \$34,845.06 per year.

At the Circuit Clerk's discretion, the Circuit Clerk may assign an individual to serve as a Clerk-in-Charge ("CIC") within the Juvenile/Family Division, Criminal Division, Civil Division, and the Traffic Division. An Employee assigned to a CIC position shall receive an additional one dollar and fifty-four cents (\$1.54) for every hour worked as a CIC; however, any other raises shall be based on the base pay alone. The Circuit Clerk reserves the right to remove an Employee from the CIC position at any time.

Section 2. Clothing Stipend

On December 1, 2023, and each December 1st thereafter, for the term of this contract, all Employees shall receive a clothing stipend of two hundred and fifty dollars (\$250.00) to be used for the purchase of office attire from an Employer approved vendor.

ARTICLE 20
PERSONNEL POLICIES, RULES AND REGULATIONS

Personnel Polices, Rules and Regulations

All policies of the Employer, Employee Handbooks, Rules of Conduct, and Work Rules in effect as of the effective date of this Agreement are hereby incorporated by reference. In the event there is a conflict between such policies and the provisions of this Agreement, the provisions of this Agreement shall prevail.

ARTICLE 21
LABOR/MANAGEMENT MEETINGS

For the purpose of maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concern, the parties agree to meet once each month unless mutually agreed otherwise.

ARTICLE 22
SAFETY AND HEALTH

Section 1. General Duty

The Employer shall provide a safe and healthy workplace and shall comply with all applicable rules, regulations, and standards established by the Illinois Department of Labor.

Section 2. Advanced Step Filing

Where the Union believes that a health and safety issue requires immediate attention, a grievance may be filed directly to Step 2 of the grievance procedure.

ARTICLE 23
PERSONNEL FILES

Section 1. Employee Review

Employees and/or their Union representatives if authorized by the employee shall have the right, upon request, to review the contents of their personnel file(s).

Section 2. Employee Notification

A copy of any disciplinary action or material related to employee performance which is placed in the personnel file shall be served upon the employee (the employee so noting receipt).

Section 3. Proper Information

Detrimental information concerning non-merit factors not related to the performance of job duties or other non-factual material shall not be placed in an employee's personnel file.

Section 4. Employee Response

Employees shall have the opportunity to attach written comments to any documents regarding disciplinary action or employee performance that are placed in the personnel file.

ARTICLE 24
AUTHORITY OF THE CONTRACT

Section 1. Partial Invalidity

Should any provision of this Agreement be determined by a court of competent jurisdiction to be contrary to law, such finding shall not invalidate any other provisions of this Agreement, and the remaining provisions shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated provision.

Section 2. Past Practice

There shall be no unilateral change in past practices or policies with respect to wages, hours, or conditions of employment.

ARTICLE 25
DURATION

Section 1. Term of Agreement

This Agreement shall be effective from December 1, 2018 and shall remain in full force and effect until November 30, 2023. It shall continue in effect from year to year thereafter unless notice to amend or modify this Agreement is given in writing by certified mail by either party at least ninety (90) days 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 2. Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties. Wages shall neither be increased nor decreased during such an interim period.

This Agreement is entered into without precedent or prejudice to either party and may only be used for the enforcement of its terms.

SIGNATURES

IN WITNESS WHEREOF, the parties have signed and executed this Agreement.

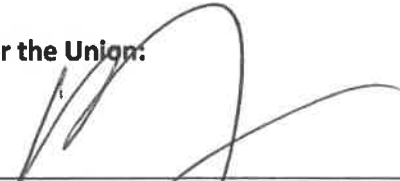
For the Employer:



Matthew Prochaska
Circuit Clerk of Kendall County, IL

1/4/2024
Date

For the Union:



Matthew Lange
AFSCME Council 31

1/4/2024
Date



Alicia Behan
Deputy Clerk

1/4/24
Date



Nina Shanahan
Deputy Clerk

1/5/24
Date

APPENDIX A
CATASTROPHIC SICK LEAVE BANK

Matthew Prochaska
Kendall County Circuit Court Clerk



Kendall County Courthouse

23rd Judicial Circuit

The Kendall County Circuit Clerk has authorized The Kendall County Circuit Clerk's Office employees the ability to donate their accrued sick time to another Deputy Clerk in need. Please note that such donations will be on a voluntary basis. The donation amount at this time will be capped at a maximum of 450 total hours of accrued sick time that may be donated to a Deputy Clerk in need. Employees wishing to donate their accrued sick time may donate up to a total of 37.5 accrued sick hours per employee but not more than 50% of the donating employee's current accrued sick time. Donations are on a day for day basis. Please keep in mind that others may want the chance to make a donation as well.

I have attached a Leave Donation Form. If an employee would like to donate their accrued sick time, they should complete this form and turn it into Human Resource Manager. You will be notified if the 450-hour cap has been reached. All donations will be kept strictly confidential and, if the donation is approved by the Circuit Clerk and HR Manager, the donation will also be irrevocable.

Leave Donation Policy

PURPOSE AND SCOPE

The Kendall County Circuit Clerk's Office recognizes that employees may have an emergency that causes a severe impact resulting in a need for additional time off in excess of their available vacation, sick, or personal time. To address this need, eligible employees will be allowed to donate vacation or sick time from their unused balance to another in need in accordance with this policy. This program is strictly confidential and voluntary.

ELIGIBILITY

Employees who elect to donate vacation, sick or personal time must have the time accrued.

REQUEST TO RECEIVE DONATED VACATION OR SICK/PERSONAL TIME

Employees who would like to make a request to receive donated vacation, sick or personal time from members of the Circuit Clerk's Office must have a situation that qualifies as a family health-related emergency, defined as a critical or catastrophic illness or injury of the employee or an immediate family member that poses a threat to life; causes disability and/or requires extended out-patient, in-patient, or hospice care. Immediate family member is defined as a spouse, child, parent or other relationship in which the employee is the legal guardian or sole caretaker.

EMPLOYEES DONATING VACATION OR SICK/PERSONAL TIME

Employees who donate vacation, sick or personal time from their unused balance must adhere to the following requirements:

- Donation minimum – 4 hours
- Donation maximum – 37.5 hours or no more than 50% of current balance:
- Donations must be approved by the Circuit Clerk and the Human Resource Manager.

Employees who are currently on an approved leave of absence cannot donate vacation, sick, or personal time.

EMPLOEES RECEIVING DONATED VACATION OR SICK/PERSONAL TIME

Employees who receive donated vacation, sick or personal time may receive no more than 450 hours (12 weeks) within a rolling 12-month period.

Leave donation must be requested by the recipient at least one week prior to the recipient exhausting their leave. Availability of requested time off is dependent upon operational needs and hardship considerations on the Circuit Clerk's Office. In the event that the Circuit Clerk's office is not able to accommodate an extended leave, the donated but unused time off shall be returned to the donating employees on a proportional basis.

PROCEDURE

Employees who would like to make a request to receive donated vacation, sick, or personal time are required to complete a Leave Donation Request Form, which includes authorization to present their request to the employees of the Circuit Clerks Office for the sole purpose of soliciting donations.

Employees who wish to donate vacation, sick or personal time to another Circuit Clerks Office employee in need must complete a Donation of Vacation, Sick or Personal Time Form.

All forms should be returned to the Human Resource Manager.

All donations will be kept strictly confidential. The identity of the donors will not be made available to the recipient.

All donations are final and irrevocable.

All donations are voluntary. Employees will not be asked or required to donate leave. Leave donations are transferred hour for hour. The recipient will be paid at their regular rate of pay.

APPROVAL

Requests for donations of vacation, sick or personal time will be considered on a case by case basis and must be approved by the Circuit Clerk and Human Resource Manager. If the recipient employee has available vacation, sick, personal or compensatory time in their balance, this time donated that is in excess of the time off needed will remain in the recipient's time balance.

Matthew Prochaska
Kendall County Circuit Court Clerk



23rd Judicial Circuit

Kendall County Courthouse
807 W. John St.
County of Kendall
Yorkville, IL 60560
630 553-4183

LEAVE DONATION REQUEST FORM

Employee Name: _____ Date: _____

I am requesting leave donation for the following reason:

- Critical or catastrophic illness or injury relating to my self
- Critical or catastrophic illness or injury relating to a family member.

I have read and agree to comply with the Kendall County Circuit Clerk's Office Policy for donation of leave. I understand that donated leave will be paid to me at my regular rate. I authorize the Kendall County Circuit Clerk's Office to request donations of leave on my behalf.

Employee Signature: _____ Date: _____

Approved by:

Circuit Clerk Date: _____

Human Resource Manager Date: _____

Matthew Prochaska
Kendall County Circuit Court Clerk



23rd Judicial Circuit

Kendall County Courthouse
807 W. John St.
County of Kendall
Yorkville, IL 60560
630 553-4183

LEAVE DONATION FORM

Employee Name: _____ Date: _____

Current sick leave balance: _____ Hours

I wish to donate a portion of my current sick leave or vacation balance to the following current employee of Kendall County Circuit Clerk's Office:

Please take the donation from my sick/personal or banked sick leave balances as follows:

From Sick/Personal time: _____ Hours

From Banked Sick time: _____ Hours

From Vacation time: _____ Hours

By signing my name below, I hereby affirm that the above sick leave donation is voluntary and that I understand my leave donation is irrevocable.

Employee Signature: _____ Date: _____

Approved by:

Circuit Clerk Date: _____

Human Resource Manager Date: _____

_____ For Office Use Only _____

New Sick/Personal leave balance: _____ Date: _____

New Banked Sick leave balance: _____ Date: _____

New Vacation leave balance: _____ Date: _____

Processed by: _____ Date: _____