

2008

AGREEMENT

BETWEEN

MACOUPIN COUNTY CIRCUIT CLERK

AND

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES UNION, COUNCIL 31, AFL-CIO
ON BEHALF OF AND WITH
LOCAL 3176

FOR

CERTIFIED JOB CLASSIFICATIONS IN THE
OFFICE OF MACOUPIN COUNTY CIRCUIT CLERK

FILED

JAN 30 2009

Michael A. Zapp
MACOUPIN COUNTY CLERK

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PREAMBLE

This Agreement, entered into by the Macoupin County Circuit Clerk a public employer within the meaning of Sections 3(n) and 20(b) of the Illinois Public Labor Relations Act, hereinafter referred to as the Employer, and American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, referred to as the Union, after collective bargaining as required by 5 ILCS 315, has as its purposes: 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 1
RECOGNITION

Section 1.1 - Unit Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all employees in the bargaining units as described below. Such recognition is pursuant to certification by the State Labor Relations Board, and shall include all employees in such units, except those excluded pursuant to 5 ILCS 315 and such certification. Where a new classification is instituted, the work of which falls within the scope of the unit, the Employer agrees to jointly petition the State Labor Board to seek the necessary unit clarification.

Included: All full-time and regular part-time non professional employees employed by Macoupin County Circuit Court Clerk including the following job classifications: Clerk and Chief Deputy Clerk.

Excluded: All employees employed by County of Macoupin, Chief Judge of Seventh Judicial Circuit Court, Macoupin County State's Attorney, all other employees not employed by the Macoupin County Circuit Court Clerk, all professional employees, supervisors, confidential and managerial employees as defined by the Illinois Public Labor Relations Act.

Section 1.2 - New Classifications

If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the 3rd step of the grievance procedure.

The arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

- a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employers work

force;

- b) ~~Like positions with similar job content and responsibilities within the public labor market generally;~~
- c) Significant differences in working conditions to comparable position classifications.

The pay grade originally assigned by the Employers shall remain in effect pending the arbitrator's decision

If the decision of the arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactively to the date of its installation.

Upon installation of the new position classification, the filling of such position classification shall be in accordance with other procedures set forth in this Agreement.

Section 1.3 - Supervisors

Supervisors may continue to perform bargaining unit work which is incidental to their jobs. Supervisors may also perform bargaining unit work in emergency situations. Such work by supervisors shall not cause any layoffs or reduction of hours of bargaining unit employees.

ARTICLE 2

MANAGEMENT RIGHTS

The Employer possesses the sole right to operate the elected office and all management rights repose in the Employer. Except as specifically amended, changed or modified by the Agreement, and subject to the terms of this Agreement, these rights include, but are not limited to, the following:

- a) To direct all operations of the Circuit Clerk's office;
- b) To establish reasonable work rules and schedules of work;
- c) To hire, promote, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the Circuit Clerk's office;
- d) To suspend, discharge and take other disciplinary

action against employees;

- e) ~~To layoff employees for lack of work or other~~
legitimate reasons;
- f) To maintain efficiency of Circuit Clerk operations;
- g) To take whatever action is necessary to comply with State or Federal law (the Union reserves the right to bargain over any impact);
- h) To introduce new or improved methods or facilities;
- i) To change existing methods or facilities;
- j) To determine the kinds and amounts of services to be performed as pertains to Circuit Clerk operations; and the number and kind of classifications to perform such services;
- k) To contract out for goods or services;
- l) To determine the methods, means and personnel by which Circuit Clerk operations are to be conducted;
- m) To take whatever action is necessary to carry out the functions of the Circuit Clerk in situations of emergency.

ARTICLE 3

SUBCONTRACTING

Section 3.1 General Policy

It is the general policy of the Employer to continue to utilize 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 interests of efficiency, economy, improved work product or emergency.

Section 3.2 Notice and Discussion

The Employer agrees not to subcontract work where it would result in the layoff of bargaining unit employees without first giving the Union notice and affording the Union the opportunity to bargain concerning such change. The Employer further agrees that they will not subcontract for the purpose of avoiding the terms and conditions of this Agreement.

ARTICLE 4
UNION RIGHTS

Section 4.1 Union Activity During Working Hours

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to process grievances or attend grievance hearings, labor/management meetings, committee meetings and activities if such committees have been established by this Agreement, or meetings called or agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, stewards, witnesses, or grievants, and if such attendance does not interfere with the Employer operations.

Section 4.2 Access to Premises by Union Representatives

The Employer agrees that local representatives, officers, and not more than two (2) AFSCME staff representatives at one time shall have reasonable access to the premises of the Employer, giving notice upon arrival to the appropriate Employer representative, provided such presence does not disrupt the operation of the office. Such visitations shall be for the reason of the administration of this Agreement. By mutual arrangement with the Employer in emergency situations, Union staff representatives or local Union representatives may call a meeting during work hours to prevent, resolve or clarify a problem of such magnitude that a work stoppage is likely.

Section 4.3 Time Off For Union Activities

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or International conventions, provided such representatives shall give reasonable notice to his/her supervisor of such absence and shall be allowed such time off if it does not interfere with the operating needs of the Employer. Such time off shall not be detrimental in any way to the employee's record. Requests may be denied if time off would substantially interfere with the

operating needs of the Employer.

Section 4.4 Union Bulletin Boards

The Employer shall provide bulletin boards or space thereon at each office. A portion of the boards shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature.

Section 4.5 Information Provided to the Union

Once each month, the Employer shall notify the local Union at an address designated by the Union in writing of the following personnel transactions involving bargaining unit employees: New hires, promotions, layoffs, leaves, returns from leaves, suspensions, discharges and termination.

The Employer shall furnish the aggregate/total Union dues deduction of all employees and a list of names, addresses and an individual employee identifying number of all employees in the bargaining unit and their individual deductions to the Union semi-monthly at the address designated in writing to the Employer by the Union.

Section 4.6 Union Orientation

By mutual arrangement regarding time and place with the Employers, the Union shall be allowed to orient, educate and update each employee for up to one (1) hour during the term of the Contract for the purpose of informing employees of their rights and obligations under this Collective Bargaining Agreement, and without loss of pay for the employees involved. Such attendance by employees shall be on a voluntary basis. New hires shall be included in such orientation during the first week of their orientation or training.

The Employer shall inform the Union of all such hires and the Union shall inform the Employer of the Union representative who will carry out the Union orientation.

Section 4.7 Union Meetings on Premises

The Employer agrees to make available conference and meeting rooms for Union meetings required under this Article upon prior notification by the designated Union representative, unless to do

so would interfere with the operating needs of the Employer, or cause additional cost or undue inconvenience to the Employer.

Section 4.8 Rate of Pay

Any time off with pay provided for under this Article shall be at the employee's regular rate of pay as though the employee were working.

Section 4.9 Printing the Agreement

The Employer(s) shall be responsible for printing and distributing copies of the Agreement to all bargaining unit employees in a timely manner, once the Agreement is signed.

ARTICLE 5

NO STRIKES/NO LOCKOUTS

Section 5.1 Strike/Lockout Prohibited

Neither the Union nor any of its officers, agents or County employees will instigate, promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted work stoppage or concerted interruption of work during the term of this Agreement. The Employer shall not lock out employees during the term of this Agreement.

Section 5.2 Union Action

Upon notification by the Employer to the Union that certain of its members are engaged in violation of this provision, the Union shall immediately order them to return to work. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable, effective and affirmative action to secure the members' return to work as promptly as possible.

Section 5.3 Penalties

Any or all of the employees who violated any of the provisions of this Section may be discharged or disciplined by the Employer. In any arbitration proceeding involving breach of this provision, the sole question for the arbitrator to determine

is whether the employee or Employer engaged in the activity prohibited by this Article. In addition to penalties provided herein, the Employer may enforce any other legal rights and remedies to which by law they are entitled.

ARTICLE 6

NON-DISCRIMINATION

Section 6.1 Prohibition Against Discrimination

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicap, sexual orientation, or other non-merit factors except as may be required by state or federal law.

Section 6.2 Union Membership or Activity

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

Section 6.3 Equal Employment/Affirmative Action

The parties recognize the Employer obligation to comply with federal and state Equal Employment and Affirmative Action Laws.

ARTICLE 7

UNION SECURITY

Section 7.1 Deductions (Fair Share)

Employees who are covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share in accordance with 5 ILCS 315 of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment. The fair share payment, as certified by the Union,

shall be deducted by the Employer from the earnings of the non-member employees and shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required to Union members. Employees who are members of the Union who later become non-members of the Union shall also be subject to the terms of this provision.

Section 7.2 Religious Exemption

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share, shall be paid to a non-religious charitable organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.

Section 7.3 Indemnification

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

ARTICLE 8

CHECKOFF

Section 8.1 Deductions

The Employer agrees to deduct from the pay of those employees who individually request it any or all of the following:

- a) Union membership dues, assessments, or fees;
- b) Union sponsored benefit programs;
- c) P.E.O.P.L.E. contributions

Request for any of the above shall be made on a form agreed

to by the parties.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law and shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

All employees covered by this Agreement who have signed Union dues checkoff cards for AFSCME prior to the effective date of this Agreement, or who signed such cards after such date, shall not be allowed to cancel such dues deduction within the term of this Agreement.

Section 8.2 Indemnification

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

Section 8.3 Availability of Cards

The Employer shall make available, Union deduction cards to employees. Such cards shall be supplied by the Union.

Section 8.4 Form of Checkoff

Authorization for checkoff of dues by an employee shall be on a form provided by the Union authorizing such payroll deduction, signed by the employees and delivered to the Employer.

ARTICLE 9

SENIORITY

Section 9.1 - Definition

For all purposes other than layoff seniority shall be defined as continuous uninterrupted employment with the Employer from the original date of hire. For purposes of layoff seniority shall be defined from the date of hire within each separate office.

Section 9.2 - Loss of Seniority

An employee shall lose seniority and no longer be an employee if the employee:

- 1) Resigns or quits;
- 2) Is discharged (unless reversed through the Grievance or Arbitration Procedure);
- 3) Retires;
- 4) Has been on layoff for a period of more than two (2) years;
- 5) Does not return to work from layoff within fourteen (14) calendar days after being notified to return except when the failure to return to work is due to circumstances beyond the control of the employee and the Employer has been so notified; or
- 6) Is absent from work ten (10) consecutive work days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee. After such absence, the Employer shall send written notification to the employee at the employee's last known address that seniority is lost and employment has been terminated. In addition, the Union shall be notified in writing of that fact.

Section 9.3 - Conflicts in Scheduling

In the event of conflict among the employees in a bargaining unit requesting vacation or other leave, the most senior employee shall be preferred.

ARTICLE 10

FILLING OF VACANCIES

Section 10.1 Posting

Whenever an officeholder intends to fill a bargaining unit job vacancy under his/her respective jurisdiction as defined below, a notice of such vacancy shall be posted on all bulletin boards for no less than five (5) work days. Such vacancy shall set forth the required knowledge, skills, ability, rate of pay or pay grade, work location and any other requirements for the job.

Employees selected may return to their previously held position for any reason within twenty (20) working days of beginning the new position.

Section 10.2 Definition of Vacancy

A job vacancy exists when the officeholder 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, demotions and related transactions.

Section 10.3 Selection

The officeholder shall fill the vacancy by selecting the bargaining unit employee, currently working under his/her jurisdiction by selecting the most senior bidder who possesses the skill and ability to perform the work. Employees selected may return to their previously held position for any reason within twenty (20) working days of beginning the new position.

Section 10.4 Integrity of Procedure

An outside bidder will not be hired unless no current employees who are qualified for the position have submitted bids.

Section 10.5 Changing Employers

A bargaining unit employee who applies for and accepts an AFSCME bargaining unit position under a different officeholder, shall, after giving as much notice as practicable, be allowed to accept the new position without penalty, except as otherwise stated in this Agreement.

Section 10.6 Temporary Assignment

Employees may be temporarily transferred for no more than six (6) months based on the operating needs of the division.

ARTICLE 11

PROBATIONARY AND NON FULL-TIME EMPLOYEES

Section 11.1 - Probationary Employees

- a) An employee is a "probationary employee" for his/her

first six (6) months of employment. However, subject to written notification to the Employee and the Union, the Employer may reduce the probationary period on a case by case basis.

- b) A temporary employee who becomes an employee in the same department in which he/she was performing substantially the same duties or performing as a temporary employee for any continuous period immediately preceding the date he/she became an employee, will have that continuous period counted towards completion of his/her probationary period.
- c) No matter concerning the termination of a probationary employee shall be subject to the grievance and arbitration procedures.
- d) A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he/she has completed his/her probationary period. Upon the completion of his/her probationary period, he/she will acquire seniority from his/her date of hire. An employee who has a continuous period of temporary employment counted towards completion of his/her probationary period will acquire seniority from the date he/she began his/her continuous period of temporary employment.

ARTICLE 12

LAYOFF AND RECALL

Section 12.1 - Procedure for Layoff

- 1) All part-time, temporary, seasonal, and probationary employees will be terminated prior to the layoff of any full-time employee.
- 2) When employees are removed from a classification in an office or division for the purpose of reducing the work force in that classification within that office or division, the employee with the least seniority in the affected classification shall be removed first.
- 3) An employee whose classification is targeted for layoff shall have the option of bumping the least senior

employee in a lower classification within that office or department. Employees electing to bump into a lower classification shall immediately assume the lower pay rate.

Section 12.2 - Procedure for Recall

An employee with seniority who has been laid off or transferred as a result of a layoff shall be recalled to work within the same office or division, conditioned upon ability to perform the work available, in accordance with the reverse application of the procedure for layoff. Recall rights shall continue for 18 months after an employee has been laid off.

Section 12.3 - Notice

The Employers shall notify the Union fifteen (15) days prior to the intended effective date of a planned layoff of permanent personnel. The Employers and the Union will discuss alternatives to the layoff if put forth by the Union and will negotiate over the impact of the layoff if alternatives are not accepted.

Any employee to be laid off will be notified fourteen (14) calendar days prior to the effective date. Examples of alternatives to layoff include, but are not limited to: voluntary layoff by a senior employee, voluntary reduction of the work week, etc.

Section 12.4 - Recall of Laid Off Employees

No new employees shall be hired until all employees on layoff, in that particular office or department, desiring to return to work, shall have been given the opportunity to return to work, subject to ability to perform the job.

ARTICLE 13

HOURS OF WORK

Section 13.1 General Provisions

- a) The hours of work for employees in the bargaining unit shall be Monday through Friday beginning at 8:30 a.m. and ending at 4:30 pm.

- b) The normal work week shall consist of five (5) consecutive workdays followed by two (2) consecutive days off.
- c) Definitions: The "work week" is defined as the 168 hours commencing at 12:00 a.m. Sunday and running through 11:59 p.m. the following Saturday. "Time worked" is defined as all time considered work time under the Fair Labor Standards Act.
- d) Overtime Payment: Employees working in excess of their normal work week in accordance with Section 1(a) above shall be paid at the rate of one and one-half times the employee's regular hourly rate.
- e) Time Off: Time off for any holidays or accumulated holidays, vacations, personal days and/or sick days shall be counted as time worked for overtime computation.

Section 13.2 Meal Periods

Work schedules shall provide for the workday to be broken at approximately mid-point by an uninterrupted meal period of not more than sixty (60) minutes, thirty (30) minutes of which shall be paid. Employees shall have the right to leave the work site during such periods. Lunch breaks should be staggered within each office so all offices remain open to the public.

Section 13.3 Scheduling Practices

Except for emergency situations, or as otherwise provided in this Agreement, changes in scheduling, including starting and quitting times, days off and shifts, shall not be made by the Employer without reasonable prior notification to and negotiation with the Union. Changes in scheduling practices shall not be made to avoid the payment of overtime.

Section 13.4 Overtime Procedure

- a) Overtime shall be distributed as equally as possible among the employees who normally perform the work within the bargaining unit. It shall be distributed on a rotating basis among such employees in accordance with seniority, the most senior employee having the least number of overtime hours being given first

opportunity.

- b) If all employees available to work the overtime hours decline the opportunity, the Employer shall assign the overtime in reverse seniority order; the least senior employee who has not been previously directed by the Employer to work overtime shall be directed to work the hours until all employees have been required to work at which time the process shall repeat itself.
- c) For the purpose of equalizing the distribution of overtime, an employee who is offered but declines an overtime assignment shall be deemed to have worked the hours assigned.
- d) The Union, on request, shall be given a list of the overtime hours worked, the employees offered overtime, the employees directed to work overtime, the employees who worked overtime and the number of hours each employee so worked.

Section 13.5 Call Back Pay

Any employee called back to work outside of his/her regularly schedule shift or on his/her scheduled days off shall be paid a minimum of two (2) hours pay at a rate of time and one-half the regular rate. If the employee has been called back to take care of an emergency, the Employer shall not require the employee to work for the entire two (2) hour period by assigning the employee non-essential work.

Section 13.6 Payment

Employees shall be paid one and one-half times straight time hourly rate for all time worked in excess of 37 ½ hours weekly. The first 7 ½ hours worked on Saturday, Sunday or a Holiday will be paid at time and one-half. Any hours worked in excess of 7 ½ on Saturday, Sunday or a Holiday will be paid at double time rate.

ARTICLE 14

VACATIONS

Section 14.1 Eligibility

Employees shall be eligible for vacation time only after completion of one (1) year service.

Section 14.2 Allowance and Use

Vacation time is earned annually according to the following schedule:

After one (1) year	Five (5) working days
After two (2) years	Ten (10) working days
After five (5) years	One (1) additional day per year
After ten (10) years	Fifteen (15) working days
After fifteen (15) years	One (1) additional day per year
After twenty (20) years	Twenty (20) working days

Vacation time shall be taken in not less than one-half ($\frac{1}{2}$) day increments.

Section 14.3 Vacation Pay

The rate of vacation pay shall be the employee's regular base salary.

Section 14.4 Scheduling

Vacation requests submitted between December 1 and March 31 shall be awarded according to seniority. All requests made after March 30 shall be awarded on a "first-come, first-served" basis.

Section 14.5 Payment in Lieu of Vacation

If because of Employer operating needs or employee desires, vacation is unable to be schedule in the service year it is earned, such vacation time shall be paid to the employee at the same rate as the employee's regular rate of pay. In lieu of receiving pay for unused vacation, the employee may take his/her vacation at an agreed time within six (6) months after the end of the employee's service year. If the Employer, because of operational need, is still unable to schedule the employee's vacation in such six(6) month period, such vacation time shall be paid to the employee at the same rate as the employee's base salary, or the employee may elect to carry it over for an additional six (6) month period.

The Employer shall not deny an employee's requested vacation period for arbitrary or capricious reasons.

Section 14.6 Vacation Rights Upon Layoff or Separation

Any employee who is laid off, discharged, retired or separated from the service of the Employer for any reason, prior to taking earned vacation, shall be compensated in cash for the unused vacation the employee has accumulated at the time of separation. Payment shall be made within fifteen (15) days after separation of active employment.

ARTICLE 15

HOLIDAYS

Section 15.1 Holidays Recognized and Observed (Effective January 1, 2009)

The following days shall be recognized and observed as paid holidays:

½ day New Year's Eve	Columbus Day
New Year's Day	General Election (even-numbered years)
Martin Luther King Day	Veterans Day
Lincoln's Birthday	Thanksgiving Day
Presidents Day	Day after Thanksgiving
Memorial Day	½ Day Christmas Eve
Independence Day	Christmas Day
Labor Day	

Also, any days the Courthouse is closed by proclamation of the President, Governor, Chief Judge or County Board.

Section 15.2 Eligibility Requirements

Employees shall be eligible for holiday pay under the following conditions:

- a) The employee would have been scheduled to work on such day if it had not been observed as a paid holiday unless the employee is on a personal day or vacation or sick leave; and
- b) The employee worked his/her last scheduled work day prior to the holiday and his/her next scheduled work day after the holiday unless he/she is absent for any reasonable purpose. Reasonable purpose shall include

use of paid leave.

Section 15.3 Advance Notice

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

Section 15.4 Observance

Whenever a holiday falls on Saturday, it shall be observed on the preceding Friday. Whenever a holiday falls on a Sunday, it shall be observed on the following Monday.

ARTICLE 16

PERSONAL DAYS

Section 16.1 Accrual and Use

- a) Each employee with less than ten (10) years of service shall have three (3) personal days per year with pay to be credited on September 1. Employees with ten (10) years or more service shall be credited with four (4) personal days per year to be credited on September 1. Employees shall not use personal days until they have completed their probationary period.
- b) Personal days shall be taken not less than one-hour increments and the employee shall receive the employee's base salary for each personal day taken. Personal days may not be accumulated from year to year but must be taken or lost.

Section 16.2 Scheduling

Days off shall be scheduled sufficiently in advance to be consistent with operating necessities and the convenience of the employee except for emergency situations of the employee which preclude such prior arrangements.

ARTICLE 17

SICK LEAVE

Section 17.1 Policy

It is the policy of Macoupin County to provide protection for its full-time employees against loss of income because of illness or injury. Full-time employees shall be eligible for sick leave only after completion of the probation period.

Section 17.2 Accrual and Use

- a) Effective September 1, 2005, all current employees will be credited with an additional twelve (12) accrued sick days. All full-time employees who have completed probation shall accrue sick leave at the rate of twelve (12) days per year of employment which may be used at any time. Sick leave shall accrue at the rate of one (1) day for each month of service. Sick leave shall be used only for illness, disability or injury of the employee or for appointments with doctors, dentists or other licensed medical practitioner. The employee may also elect to use sick leave in the event of illness, disability or injury of a member of an employee's immediate family or household. For purposes of definition, the immediate family shall be husband, wife, mother, father, brother, sister, children or any relative or person actually living in the employee's household for whom the employee has custodial responsibility.
- b) Sick leave may be used in increments of not less than one-half ($\frac{1}{2}$) day nor more than sixty (60) days per illness or injury. By mutual agreement with the elected official, sick leave may be used in increments of not less than one (1) hour.
- c) Sick leave may be accumulated up to two-hundred forty (240) days; however, an employee may only use sixty (60) sick leave days for a single illness. An employee may file for IMRF disability and use sick days in addition to the sixty (60) day limit for a single

illness while the employee is waiting for payment from IMRF.

Section 17.3 Procedures

- a) All foreseeable sick leave shall require reasonable advance notice to the Elected Official. An elected official may direct an employee who appears ill to leave work for the protection of the health of the other employees. Compliance with such an order will not be charged to sick leave for the first day and the employee shall be paid regular wages for such first day.
- b) An employee on sick leave for five (5) days, or more, may be required by the elected official to provide a physician's, dentist's or other licensed medical practitioner's statement prior to returning to work. An employee on sick leave longer than ten (10) days shall notify the Department Head at least one (1) day in advance of the employee's desire to return to work.

Section 17.4 Service Connected Injury or Illness

- a) An employee who suffers an on-the-job injury or contracts a service connected illness, shall be granted an initial leave with full pay amounting to three (3) working days without utilization of any accumulated sick leave or other benefits. In case of absence thereafter, such employee shall be permitted to use accumulated sick leave should the employee see fit to do so.
- b) In the event such on-the-job injury or service connected illness becomes the subject of an award of the Illinois Industrial Commission or is otherwise compensated for under applicable law, the employee shall remit immediately to the Employer the dollar equivalent which equals payment received as sick leave days and the employee's sick leave account shall be credited with the number of sick leave days for which the employee has reimbursed the Employer.

Section 17.5 Abuse of Sick Leave

- a) Failure to return to work after recovery from illness or injury necessitating sick leave will subject the employee to discipline under the provisions of this Agreement.
- b) An employee making a request for leave under this Article or who takes leave under this Article for any purpose other than permitted herein may be subject to discipline under the provisions of this Agreement, up to and including discharge.

Section 17.6 Retirement

No payment shall be made to employees, upon retirement or other termination of employment, for any accumulated, unused sick leave. This provision shall not affect an employee's rights under Illinois Municipal Retirement Fund.

ARTICLE 18

LEAVES OF ABSENCE

Section 18.1 Eligibility

Employees shall be eligible for leaves of absence after completion of the probationary period.

Section 18.2 Application of Leave

Any request for a leave of absence shall be submitted in writing by the employee, if physically able, to the Elected Official. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Authorization for leave of absence shall be furnished to the employee in writing by the Elected Official.

Any request for a leave of absence shall be answered promptly. Requests for emergency leaves (for example, family sickness, death or catastrophic event) shall be granted without delay.

A request for a short leave of absence - a leave not exceeding one (1) month - shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.

When an employee returns from any leave of absence permitted by this Agreement, the Employer shall return the employee to the same or similar position in the same position classification in which the employee was incumbent prior to the commencement of such leave, seniority permitting. If the employee does not have the seniority, the layoff provisions of this Agreement shall apply.

Section 18.3 Paid Leaves

- a) Bereavement Leave: In the event of sickness or death in the family of an employee including spouse, parents, children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, an employee shall be granted three (3) days leave of absence with full pay to make household adjustments, arrange for medical services, or to attend funeral services. Other one (1) day requests may be granted by the Employer. Employees may also use other forms of paid time off.
- b) Jury Duty: Leave will be granted to bargaining unit employees for time spent in petit jury, coroner's inquest, and grand jury service. Such employees shall sign a waiver of any compensation otherwise due them for serving on such jury. (Employees serving for coroner's inquest may keep any additional compensation). Coroner's inquest service shall not lead to any request for overtime pay.
- c) Civic Duty: Employees required to appear before a court or other public body by subpoena or other process on any matter not related to their work and in which they are not personally involved (as a plaintiff or defendant) may request a leave of absence to perform their civic duty and shall be granted a leave of absence with pay for the period necessary to fulfill their civic responsibilities.

d) Military Leave: Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this States hall be granted a leave of absence during the period of such activity. An employee who is a member of a reserve component of the armed services or the Illinois National Guard shall be granted annual training leave. The County shall pay the difference between the government allowance and the employee's base salary for no more than two (2) weeks per year. Military training leave shall be granted without the loss of other leave time.

Any bargaining unit employee mobilized to active duty shall continue in pay status and receive the amount of pay he/she would have received had the employee continued active employment, minus the amount of base pay for military service.

Such employees shall retain and accumulate seniority while in pay status.

An activated employee shall be entitled to all Employer paid insurance benefits and to continue to purchase optional benefits available to active employees until the leave ends.

Accumulated time (e.g. vacation, holidays, personal and compensatory) may be utilized consistent with applicable collective bargaining provisions prior to an employee being mobilized to active duty. The Employer is encouraged to make every reasonable effort to accommodate an employee's wishes, and the parties shall work cooperatively to resolve any disputes in an expeditious fashion.

Any such accumulated time not utilized prior to an employee's mobilization to active duty may be used, at the employee's discretion, up to a maximum of 30 days, prior to his/her return to active employment; or may be used consistent with applicable collective bargaining provisions after his/her return. Any time not used

shall be made available for use by employees upon return to active employment without loss of any accumulated time (including personal time) not used.

Sick time may be utilized consistent with the provisions of the Collective Bargaining Agreement. Any unused sick time shall remain on the books for use by the employee upon his/her completion of active duty.

Employees subject to this Section shall earn vacation and sick leave credits while on active duty at the same rate they would earn them if they had continued active employment.

An employee who has been stationed in the continental United States shall be entitled to one (1) week of pay and benefits upon completion of active duty. An employee whose primary assignment has been other than in the continental United States shall be entitled to two (2) weeks of pay and benefits upon completion of active duty.

An employee returning to work shall be entitled to his/her position in the same work site, in the same assignment, on the same shift, and with the same days off if such work conditions remain available upon the employee's return, seniority permitting.

An employee who is disabled prior to his/her return to work shall be entitled to a position consistent with the provisions of the Uniformed Services Employment and Re-employment Rights Act.

An employee may, if he/she so desires, return to active work status immediately upon his/her deactivation or may wait for a period of up to 90 days after his/her deactivation subject to the Uniformed Services Employment and Re-employment Act.

Nothing in this Section shall be construed as to limit, negate or restrict any and all rights to which an employee is entitled under applicable state and federal laws and regulations or the Collective Bargaining Agreement.