

**MACON COUNTY BOARD RESOLUTION
APPROVING AN AGREEMENT BETWEEN
MACON COUNTY AND THE AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES COUNCIL
31 AFL-CIO LOCAL 612 CIRCUIT CLERK EMPLOYEES**

RESOLUTION NO. G-5359-01-22

WHEREAS, the Macon County Negotiations Committee has reached an agreement between Macon County and the American Federation of State, County and Municipal Employees Council 31 AFL-CIO Local 612, Macon County Circuit Clerk Employees; and

WHEREAS, the attached contract agreement with AFSCME 31 AFL-CIO Local 612 has been agreed to by all parties involved.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the attached contract agreement between Macon County and the American Federation of State, County and Municipal Employees Council 31 AFL-CIO Local 612, Macon County Circuit Clerk Employees thru November 30, 2025.

BE IT FURTHER RESOLVED that this Resolution shall become effective December 1, 2021.

PRESENTED, PASSED and APPROVED this 13th day of January, 2022.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin R. Greenfield, Chairman
Macon County Board

AGREEMENT
BETWEEN
MACON COUNTY
AND
AMERICAN FEDERATION
OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
COUNCIL 31 AFL-CIO
FOR ITS AFFILIATED
LOCAL
612
CIRCUIT CLERK EMPLOYEES

Effective

December 1, 2021 – November 30, 2025

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ARTICLE I AGREEMENT

This Agreement is entered into between the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO for its Affiliated Local 612 (hereafter referred to as the "Union"), and the Macon County Circuit Clerk (hereinafter referred to as the "Employer").

ARTICLE II RECOGNITION

A. The Employer, due to the enactment of the Illinois Public Labor Relations Act, recognizes AFSCME Council 31 as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages, salaries, hours, working conditions, and other conditions of employment for all regular employees in the office of the Macon County Circuit Clerk, , excluding supervisory, confidential managerial, executive, craft, part-time, seasonal, and casual employees.

B. The Employer agrees to negotiate with the Union concerning only those newly created classifications and/or positions which are includable in the bargaining unit.

C. The Circuit Clerk and other employees, whose positions are excluded from the bargaining unit, may perform bargaining unit work which is incidental to their jobs and in emergency situations.

ARTICLE III MANAGEMENT RIGHTS

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

- A. To direct all operations of the office, and of the County as a whole;
- B. To establish reasonable work rules and schedules of work; within statutory and/or regulatory limitations;
- C. To hire, promote, transfer, schedule and assign employees in positions, and to create, combine, modify and eliminate positions within the office;
- D. To suspend, demote, discharge and take other disciplinary action against employees, in accordance with this Agreement;
- E. To layoff employees;
- F. To maintain efficiency of office operations;
- G. To take whatever action is necessary to comply with the State and/or Federal Law;
- 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 office operations, and the number and kind of classifications to perform such services;
- K. To contract out for goods and/or services;
- L. To determine the methods, means and personnel by which operations within the respective departments are to be conducted;
- M. To take whatever action is necessary to carry out the functions of the office in situations of emergency.

ARTICLE IV WORK STOPPAGE PROHIBITED

A. 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 any other intentional interruption of work during the term of this Agreement. The County shall not lock out employees during the term of this Agreement.

B. UNION ACTION: Upon notification by the Employer to the Union that certain of its members are engaged in a violation of this provision, the Union shall immediately, in writing, order such members to return to work, provide the Employer with a copy of such order, and a responsible official of the Union shall publicly 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.

ARTICLE V UNION ACTIVITY

A. BULLETIN BOARDS: The Employer shall provide a centralized location within the office, for the Union's bulletin board. The items posted shall not be political, partisan or defamatory in any nature.

B. ACCESS TO PREMISES: The Employer agrees that local representatives and officers and AFSCME representatives shall have reasonable access to the premises of the Employer.

C. UNION OFFICIALS: The Union agrees to provide written notification to the Employer within five (5) working days following the election or selection of Union representatives, stewards or other Union officials to enforce the Contract.

D. UNION ORIENTATIONS: Each newly hired bargaining unit employee shall, during the employee's first or second day of employment, be scheduled at a time mutually agreeable to the parties for an orientation which shall be provided by the Union. The Union orientation period shall be one (1) hour, and shall take place during the employee's regular working hours with no loss of pay to the employee involved.

ARTICLE VI NON-DISCRIMINATION

A. DISCRIMINATION PROHIBITED: Neither the Employee nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws. Complaints alleging discrimination must be filed with appropriate State or Federal agencies, and are not grievable.

B. UNION MEMBERSHIP OR ACTIVITY: Neither the Employer, nor the Union, shall interfere with the rights of employees covered by this Agreement to become or to not become members of the Union, nor shall there be discrimination against any such employees because of lawful Union membership or non-membership activity or status.

ARTICLE VII HOLIDAYS

All employees shall have time off with full payment on the following holidays, at regular straight-time hourly rate:

Holidays shall be those designated by the Chief Judge of the Sixth Judicial Circuit, subject to the general administrative and supervisory authority of the Illinois Supreme Court.

In addition, all employees will have one-half day New Year's Eve and Christmas Eve off. On these half days, the Macon County Circuit Clerk shall operate the office with a reduced staff. Therefore, employees will receive one of these days off with pay, subject to the employee's schedule.

Employees who are scheduled to work a holiday (i.e. Election Day) shall be given as much advance notice as is practicable.

If approved by the Chief Judge, whenever these holidays fall on a Saturday or Sunday, they shall be observed on the Friday preceding or the Monday following, respectively.

In order to be eligible for holiday pay, employees must work or take approved leave with pay on their last regularly scheduled work day immediately preceding and their first regularly scheduled work day immediately following the holiday.

Employees who do not work on a holiday shall receive holiday pay computed at their regular straight-time hourly rate for the number of hours for which they are normally and regularly scheduled to work immediately prior to the holiday.

Employees who work on any of the holidays listed above shall be paid their regular straight-time hourly rate for the number of hours worked, plus holiday pay as specified in the previous paragraph. If the work performed on the holiday extends for more than the

regularly scheduled work shift, the employee will continue to be compensated at two (2) times the employee's hourly rate (e.g. holiday pay plus pay for time worked) for the hours actually worked.

Employees who work on a holiday may elect to receive compensatory time off in lieu of holiday pay as specified in the above paragraph. For the purpose of calculating compensatory time for overtime (work in excess of the regularly scheduled work shift), such time shall be calculated at double time.

Compensatory time shall be taken in accordance with procedures and forms established by the Circuit Clerk. Employees whose request for compensatory is denied three (3) times may elect to receive pay for earned compensatory time at the applicable rate, or carry over such compensatory time indefinitely.

ARTICLE VIII SENIORITY-LAYOFFS-VACANCIES

A. SENIORITY:

- (1) **Definition:**
Seniority is defined as the employee's length of continuous full-time service.
- (2) **Loss:**
Seniority and the employment relationship shall be broken and terminated if an employee:
 - (a) quits;
 - (b) is discharged, unless discharge is reversed by competent tribunal;
 - (c) is absent from work for three (3) consecutive working days without notification to and approval by the Employer, unless the employee is unable to notify the Employer for physical incapacity or other reasonable excuse;
 - (d) is laid off for more than two (2) years or fails to report to work within five (5) working days after having been recalled from layoff;
 - (e) fails to report for work at the termination of leave of absence;
 - (f) if an employee on a leave of absence for personal or health reasons accepts other employment without permission;
 - (g) if the employee retires.

B. LAYOFFS: When the Employer determines that layoffs are necessary, Employer shall also determine the number of employees to be laid off. Employees shall be laid off by seniority with the least senior employee being laid off first.

All employees to be laid off will be notified fourteen (14) calendar days prior to the effective date of such layoff.

C. RECALLS: Laid off employees shall retain recall rights for two (2) years. The last person laid off will be the first recalled.

D. VACANCIES – JOB POSTING: When the Employer determines that a permanent vacancy for classifications covered by this Agreement has been created and is necessary, he/she shall post, for five (5) working days, a notice of intent to fill that vacancy, as well as any other vacancies created by the filling of such vacancy. The form used for posting a permanent vacancy shall list the salary, job title, job responsibilities and requirements, date of availability and the department in the Circuit Clerk's Office in which the vacancy is located. A copy of the form shall be provided to the Union for posting on the Union's bulletin boards. No person shall be denied the right to apply for a vacancy. Any employee with recall rights, and then the most senior qualified employees in lower classifications, in the specific office or department, shall have priority to vacancies. Then all vacancies will be filled using the following list in descending priority:

- (1) Any employee with recall rights for that job class in the specific office or department; then,
- (2) The most senior qualified employee in another department; then,
- (3) Part-time employees currently working for the Circuit Clerk; then,
- (4) All other means.

An employee who is transferred under this Section from classification shall serve a three (3) month probationary period following their selection. The employee may, at his/her request, return to his/her former classification at any time during the probationary period without loss of seniority, at the same rate of pay. The Employer may also return the employee to his/her former classification at any time during the probationary period, with no loss of seniority, at the same rate of pay, for failure to successfully perform the duties of the higher classification.

E. TEMPORARY VACANCIES: Temporary vacancies in one department may be filled by assigning the least senior qualified employee from another department. Temporary vacancies are defined as job vacancies that may periodically develop in any department that do not exceed one hundred eighty (180) days. Job openings that occur on a regular basis shall not be considered temporary job openings and shall be posted as per Paragraph D of this Article.

F. PROBATIONARY PERIOD: All employees shall serve a probationary period of one hundred eighty (180) days from the date of hire in the bargaining unit.

ARTICLE IX LEAVES OF ABSENCE

A. SICK LEAVE: All employees shall accumulate paid sick leave at the rate of one (1) day for each month's service. Sick leave may be used for illness, disability, or injury of the employee, appointments with a doctor, dentist, or other professional medical practitioners, and 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 or household" shall be spouse, mother, father, brother, sister, children, or any relative or person living in the employee's household for whom the employee has custodial responsibility and where such presence of the employee is needed. Such leave may be used in increments of one (1) hour at a time.

The Employer will not discipline an employee for legitimate use of sick days. After two (2) consecutive sick days, the Employer may request evidence of his/her good health and ability to return to work. The Employer may also request evidence of use of sick time, if reasonable grounds exist to suspect abuse. Abuse of sick time is the utilization of sick days for reasons other than those stated in this Agreement. (An example of where an employee shows a pattern of abuse such as sick days on Mondays, Fridays, after vacations, or once a month after sick time is earned. This is only an example of an abuse and the Employer is not limited by reference to this one example). Sufficient evidence of abuse of sick leave or leaves of absence shall be subject to the disciplinary provisions of this Agreement and may result in the employee being required to present a doctor slip for any and all sick days used.

Sick leave may be carried over from year to year and may be accumulated to one hundred fifty (150) days computed based on seven (7) hours per day converted to the nearest whole day. Upon retirement, unused sick leave shall be utilized according to Illinois Municipal Retirement Fund Regulations to extend retirement benefits. Eligible sick day buyout is set forth in the third paragraph of Section 8.1. Employees that are entitled to be paid for sick leave buyout at time of death or retirement shall be paid pursuant to one of the two following options:

1. If this option is selected, the employee will receive a bonus in addition to the sick leave buy out and the accrued vacation buy out set forth below: There is no sick day buyout for employees hired after December 1, 2016.

Vacation Pay and Sick Time Buyout Chart

0-5 days	\$200.00
6-10 days	\$400.00
11-25 days	\$500.00
26-50 days	\$1000.00
51 or more days	\$2000.00

2. As an alternative to being paid sick days forty-five (45) days following retirement or death, Employees may, at any time during their employment, after 15 years of employment, and at least four years prior to retirement, cash in their buyout sick days. There should be no sick time buyout for employees hired after January 1, 2015). The cashed in sick days will be invested into the County 457 Investment Plan as directed by the employee. An employee electing this option will also be paid their accrued vacation days and remaining buyout sick days, if any, that have not been bought out, pursuant to the above buyout chart.

B. MILITARY LEAVE: The County will comply with State and Federal laws governing leaves for military service and reserve training.

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 Employer shall pay the difference, if any, between the governmental allowance and the employee's base salary for two (2) weeks per year. Military training leave shall be granted without the loss of general leave or vacation time.

The employee shall provide a copy of his/her military pay voucher, through his/her Department Head, to the payroll clerk, within fifteen (15) days of receipt. A full accounting of the money received will be made and a copy will be given to the employee for tax purposes.

C. JURY – WITNESS DUTY: An employee called for jury duty shall have leave, with pay, to perform that duty. Also, if an employee receives service of a subpoena or witness service, he/she shall have leave with pay. Any pay received for jury or witness service shall be turned over to the Macon County Treasurer, except that the employee may also keep any pay for service performed on a regularly scheduled weekend, or while on vacation. Employees may cancel vacation if summoned to jury duty.

D. LEAVE WITHOUT PAY TO ATTEND UNION MEETINGS: The Union may request a leave of absence without pay, so that their members may attend state, national, and/or International Union meetings. The Union may request a maximum of two (2) employees to attend these meetings. No one member shall be granted more than thirty (30) work days of such leave in a twelve (12) month period.

All requests shall be submitted, in writing, to the Circuit Clerk, at least ten (10) days prior to the requested leave of absence. The Employer shall not unreasonably withhold permission to attend these meetings.

E. DISABILITY LEAVE: Employees who have utilized all their accumulated sick leave and are unable to report to, or back to work, because of the start of or the continuance of their sickness or injury, including pregnancy-related disability, shall receive a disability leave. During said leave, the disabled employee shall provide written verification by a person licensed under the Illinois Medical Practice Act or under similar laws of Illinois. Such verification shall show the diagnosis, prognosis and expected duration of the disability; and shall be submitted every thirty (30) days during the period of disability, unless waived by the Officeholder or Department Head. Prior to requesting such leave, the employee shall inform the Officeholder and/or Department Head in writing, as to the nature of the disability and the approximate length of time needed for leave. The written statement shall be provided by the attending physician. If the Employer has reason to believe the employee is able or unable to perform his/her regularly assigned duties and the employee's physician certifies he/she as being able or

unable to report back to work, the Employer may rely upon the decision of an impartial physician as to the employee's ability to return to work. Such examination shall be paid by the Employer. The Employer will not arbitrarily deny such a leave request.

F. PERSONAL LEAVE: An employee shall be credited with two (2) days per year with pay for pressing personal business which cannot be scheduled outside of normal work hours, upon approval of the specific Officeholder and/or Department Head. A new hire in the bargaining unit shall receive two (2) personal days if hired on any day from December 1st to June 1st. A new hire shall receive one (1) personal day if hired after June 1st but prior to December 1st. The employee shall request such personal leave at least forty-eight (48) hours prior to the leave, unless such leave is of an emergency nature. Personal leave may be used in one (1) hour increments. Personal days may be used to extend a vacation or holiday period. If requested by the Employer, the employee may be required to provide proof of the emergency.

In the event an employee has personal days unused at the end of a calendar year, he/she may carry over not more than two (2) personal leave days which must be used during the next calendar year.

G. FUNERAL LEAVE: All employees shall be allowed up to three (3) days funeral leave for the purpose of attending a funeral in the event of the death of the employee's spouse, child, or parent. All employees may be allowed up to three (3) days funeral leave for the purpose of attending a funeral in the event of the death of the employee's stepchild, mother, father, sister, brother, sister-in-law, brother-in-law, parents-in-law, step-parent, grandparents, grandchildren, grandparents of spouse, or any person living in the Employee's household. Such leave shall not be deducted from any other leave or vacation benefit. The duration of the leave shall be approved by the Officeholder and/or Department Head, provided such approval shall not be unreasonably withheld. Leaves of longer duration may be granted upon mutual agreement of the Employer and the Employee.

H. SERVICE CONNECTED INJURY: An employee who suffers an on-the-job injury shall be allowed full pay for the first three (3) days following the injury without utilization of any accumulated sick leave or other benefits. Thereafter, if the service connected injury becomes the subject of an award by the Illinois Workers' Compensation Commission, the employee shall not lose pay or sick leave benefits for the period the employee is eligible for and receives workers' compensation benefits. The Employer will supplement workers' compensation benefits up to the amount of the employee's regular weekly salary.

I. EMPLOYEE RIGHTS AFTER LEAVE: When an employee returns from any leave of absence permitted by this Agreement, the Employer shall return the employee to the same position in which the employee was incumbent prior to the commencement of such leave. Failure to return from a leave of absence, other than a leave of less than five (5) days, within five (5) days after the expiration date thereof may be cause for discharge, unless it is impossible for the employee to so return and evidence of such impossibility is

presented to the Employer within five (5) days after the expiration of the leave of absence or as soon as physically possible.

J. OTHER LEAVES OF ABSENCE: The Circuit Clerk may grant leaves of absence without pay at his/her discretion, for reasons and under circumstances that he/she deems appropriate. Leave of absence is a leave granted for a period of not less than five (5) consecutive work days and not more than six (6) months. A leave of absence is renewable for one additional period, not to exceed six (6) months. All requests shall be submitted, in writing, to the Circuit Clerk, at least ten (10) days prior to the requested leave of absence. Leaves of less than five (5) days may be granted at the discretion of the Circuit Clerk.

K. UNPAID LEAVES/SENIORITY.

- (A) It is understood that employees shall not lose seniority already accrued prior to the unpaid leave.
- (B) Should an employee on unpaid leave desire to return to work and their incumbent position is not open, then the employee may bump the least senior employee in a classification previously held by the affected employee or elect to go into a layoff status with recall rights and shall accrue no seniority during this involuntary layoff.
- (C) Employees on unpaid leave of absence for more than sixty (60) days during a twelve (12) month period from the employee's anniversary date shall not accrue seniority or any other benefits under this Agreement during such leave. Employees on family leave shall continue to accrue seniority on such leave.
- (D) **FAMILY LEAVE:** Employees may take up to twelve (12) weeks of unpaid leave in the following instances: because of the birth of a child of an employee and in order to care for such child; or upon placement of a child with the employee for adoption or foster care, or because of a serious health condition of an employee, an employee's family member, or person living in the employee's household.

The employer shall maintain insurance coverage for the duration of the leave at the level coverage would have been provided if the employee had continued in his/her normal employment status. If the employee fails to return from the leave as provided under this section, the employee shall reimburse the employer the premium that the employer paid during the period of unpaid leave unless such failure to return is based upon continued serious health conditions or other circumstances beyond the employee's control.

Employees shall be entitled to an intermittent or part-time leave. Family Responsibility Leaves may be renewed for good cause.

The leave permitted under this Paragraph shall not be taken by an employee intermittently or on a reduced leave schedule unless the employee and the employer agree otherwise.

Any employee who takes a leave pursuant to this Section shall be entitled, upon return from such leave:

- (1) to be restored by the Employer to the position held by the employee when the leave commenced, seniority permitting, or, if seniority does not permit, then
- (2) to be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment, seniority permitting.

ARTICLE X VACATIONS

Employees shall earn vacation time in accordance with the following schedule:

Employees employed 1-6 years.....	10 days
Employees employed 7-14 years.....	15 days
Employees employed 15 or more years.....	20 days

One additional day to be added for each 5 years worked after 15 years (I.E. on the 20th anniversary the employee shall earn an additional day.

Vacation credits shall be earned on the employee's anniversary date of employment.

Vacation time must be taken in increments of at least one-half ($\frac{1}{2}$) day at a time, and may not be taken until it is earned. Vacation time shall not be accumulated for more than twelve (12) months after the end of the anniversary date in which it is earned.

VACATION SCHEDULES: Between the period of January 1 and March 15 of each calendar year, employees may submit, in writing, to the Employer, their preference for vacation, provided, an employee may not submit more than three (3) preferences. Employees who file their preference by March 15th shall be notified of the vacation schedules by April 15th of that calendar year. In establishing vacation schedules, the employer shall consider the operating needs of the office and the employee's preference. An employee's preference shall be defined as a specific block of time, uninterrupted by work days. In any event, upon approval, vacation time must be scheduled so that it is taken no later than twelve (12) months after the expiration of the anniversary date in which such vacation time was earned. If an employee does not request and receive accrued vacation within the twelve (12) month period, vacation earned during such employee fiscal year shall be lost. Employees who file their preference by March 15th shall be notified of the vacation schedules by April 15th of that calendar year. Conflicts in request for vacation shall be resolved in favor of the most senior employee. Under dire circumstances, the employer may cancel an employee's vacation if deemed necessary and as dictated by changing circumstances. If the employee incurs any costs due to such cancellation of vacation, the employer will reimburse the employee for the loss upon proof.

When an employee dies, is laid off, or resigns, after having completed twelve (12) months of continuous service, he/she or their beneficiary shall receive a lump sum payment for any earned and unused vacation time, including any prorated amount for the partial year between his/her anniversary date and the date of termination.

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

If vacation is requested but denied or canceled, or if the Circuit Clerk gives approval, in writing, unused vacation may be carried over for a maximum of one (1) additional year.

ARTICLE XI UNION SECURITY

A. NOTICE AND APPEAL: The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

B. CHECKOFF: The Employer agrees to deduct, each month, Union dues, assessments, P.E.O.P.L.E. contributions and Union sponsored benefit program contributions, and Land of Lincoln Credit Union contributions from the pay of those employees who are Union members covered by this Agreement and who individually, on a form provided by the Union, request in writing that such deductions be made. The Union shall certify the current amount of Union deductions. The Union shall advise the Employer of any increase in dues in writing at least fifteen (15) days prior to its effective date. Such authorized deductions shall be made to the AFSCME Council 31 at the address designated in writing to the Employer by the Union.

The Employer shall honor Employees' individually authorized deduction forms and shall make such deductions in the amounts certified by the Union for Union dues, assessments, or fees; and PEOPLE contributions. Deductions shall be withheld in accordance with the terms under which an Employee voluntarily authorized said deductions and applicable laws. Upon notification to the Employer of the Employee's intent to resign from the Union, the Employer shall no longer collect Union dues.

C. 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 XII GRIEVANCE PROCEDURE

The parties recognize that it is in their best interests of the smooth administration of the Co-Employer's offices and delivery of service to the public, if grievances are resolved promptly. For that reason, employees are encouraged to promptly file grievances; and Supervisors, Elected Officials, and Department Heads are urged to promptly respond thereto.

A. DEFINITION OF A GRIEVANCE: A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning, or interpretation of this Agreement. This Grievance Procedure is subject to and shall not conflict with the Illinois Public Labor Relations Act.

B. REPRESENTATION: Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. Either party may have the grievant or one grievant representing group grievants at any step of the Grievance Procedure, and the employee is entitled to Union representation at each and every step of the Grievance Procedure. Grievances may be filed on behalf of two (2) or more employees only if the facts, issues, and requested remedies apply to all employees in the group.

C. SUBJECT MATTER: Only one subject matter shall be covered in any one grievance. The written grievance shall contain a statement of the grievant's complaint, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee(s) and the date.

D. TIME LIMITATION: Grievances must be filed within five (5) working days of the alleged violation. They may be withdrawn at any step of the Grievance Procedure without precedent. The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except step four (4).

E. GRIEVANCE MEETINGS: The grievant and/or the Union steward shall be excused from work with pay to investigate a possible grievance and to attend grievance meetings.

F. STEPS IN PROCEDURE:

STEP ONE (1): In the event of an alleged grievance, the employee shall perform his/her assigned work task and grieve his/her complaint later, unless the employee believes that the assignment endangers his/her safety. Then, the employee, alone or with one (1) Union representative, shall orally contact his/her immediate supervisor or designee within five (5) working days after he/she knew or should have known of the cause of such alleged grievance. The employee's immediate supervisor shall, within five (5) working days, orally inform the employee of his/her decision. For the purposes of this Article, the working day shall be defined as any

day on which the Employer's administrative offices are open and conducting business.

STEP TWO (2): If the alleged grievance is not settled at the first step, the Union shall prepare a written grievance and present it to the Circuit Clerk no later than ten (10) working days after the Step One (1) answer or after such answer was due. Within five (5) working days after the grievance is presented to Step Two (2), the Circuit Clerk shall discuss the alleged grievance with the Union and the grievant. The Circuit Clerk shall respond in writing within five (5) working days following the meeting, informing the Union of his/her decision.

STEP THREE (3): If the alleged grievance is not settled at the second step, the Union shall prepare a written grievance and present it to the County Board Personnel Committee no later than ten (10) working days after the Step Two (2) answer or after such answer was due. Within twenty (20) working days after the grievance is presented to Step Three (3), the Personnel Committee shall discuss the alleged grievance with the Union and the grievant. The Personnel Committee shall respond in writing within five (5) working days following the meeting, informing the Union of his/her decision.

STEP FOUR (4): If the matter is not adjusted in Step Three (3) or no answer is given within the time specified, the Union, by written notice to the Employer, within ten (10) working days after the Step Three (3) answer or after such answer was due, as the case may be, may appeal the grievance(s) to arbitration. If the grievance is not submitted to the American Arbitration Association within sixty (60) days after the answer to Step Three (3) is due, then the parties agree that the grievance shall be deemed waived and the grievant and/or Union is banned from further appeal of the alleged violation.

G. ARBITRATION PROCEDURES: Representatives of the Employer and the Union shall meet to select an arbitrator from a list of agreed to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after the meeting, the parties shall request the American Arbitration Association to submit a list of seven (7) arbitrators. Either party may reject an entire panel of arbitrators. The parties shall alternately strike the names of three (3) arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint hearing, subject to the availability of the Employer and Union representatives, and shall be notified of the issue where mutually agreed to by the parties. All hearings shall be held in the City of Decatur, unless mutually agreed otherwise.

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

The Employer and the Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable, or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall not amend, modify, nullify, ignore, add to, or subtract from any of the provisions of the Agreement.

The expenses and fees of the arbitrator and the cost of the hearing room shall be borne equally. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement. The decision and award of the arbitrator shall be final and binding upon the Employer, the Union, and the employee and/or employees involved.

If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay one-half (½) the transcription fee and the full cost of duplicating its copy.

H. PROCESSING GRIEVANCES:

- (1) TIME OFF:** The Union shall be permitted a reasonable number of stewards. The grievant(s) and/or Union grievance representative will be permitted to reasonable time without loss of pay during their working hours to investigate and process grievances. 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.
- (2) MEETING SPACE, TELEPHONE AND COMPUTER (E-MAIL) USE:** Upon request, the employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance and shall be permitted the reasonable use of telephone and access to a computer, for e-mail use only, for the purpose Union business. Such use shall not include any long distance or toll calls at the expense of the Employer. Following the initial investigation, these privileges may only be used during normal break periods.

ARTICLE XIII INSURANCE

A. The County shall provide a plan for major health, accident, medical, hospitalization and life insurance coverage and agrees to pay 75% for family and/or single coverage. The County may, from time to time, change the insurance carrier or self-fund its insurance program if it elects to do so. If both spouses work for the County, only one (1) insurance plan will be provided.

B. Employees on unpaid leaves of absence, except Family Responsibility Leave, may continue insurance coverage at their own expense. As to periods of unpaid leave which are less than a full calendar month, the employee shall reimburse the County for a percentage of the County's premium payment for the month determined by dividing the number of calendar days during the month in which the employee is on unpaid leave status by the number of calendar days in the same month.

C. If an employee drops the County's insurance during the term of this Agreement, the amount of insurance adjustment added to the employee's base salary will not be deducted from their salary for the remainder of the Agreement unless the employee added dependents prior to the signing of this Agreement solely for the purpose of increasing their base rate of pay.

ARTICLE XIV SAFETY

A. In order to have a safe place to work, the Employer agrees to comply with all laws applicable to its operations concerning the safety of the employees covered by this Agreement. All such employees shall comply with all safety rules and regulations established by the Employer.

B. If a situation exists, such as would lead a reasonable person to believe his/her health or safety is in danger due to an unsafe working condition, the employee shall immediately inform the supervisor, who shall determine what action, if any, should be taken, including whether or not the job should be shut down. No employee will be discharged or disciplined for refusal to perform work in the situation described in the first sentence of this Section, unless such refusal is unreasonable.

C. All injuries that occur during the normal work day and that are work-related must be reported to the employee's supervisor in accordance with established rules and regulations.

D. The Union shall designate one (1) employee as a member of the Employee Safety Committee. The Employer representative to such committee shall be the Circuit Clerk or his/her designee. Meetings shall be scheduled as mutually agreed. The committee purpose, among other things, shall be to identify items of potential insurance risk or unsafe or unhealthy working conditions and recommend corrective action. The Union representative shall receive no pay for attending the meetings unless the meetings occur within the employee's normal work hours.

E. Employees responsible for taking cash deposits to the bank shall be accompanied by a security officer.

ARTICLE XV LABOR/MANAGEMENT

SECTION 1. LABOR/MANAGEMENT CONFERENCES:

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a labor-management conference and expressly by providing the agenda for such a meeting.

ARTICLE XVI HOURS OF WORK

A. THE WORK DAY AND THE WORK WEEK: The normal work day shall consist of seven (7) hours, commencing at 8:00 a.m. and ending at 4:30 p.m., with the following exceptions: (a) where a supervisor normally beginning work at 8:00 a.m. is not at work due to scheduled sick leave or on vacation, the Employer may schedule up to two (2) employees each in the Traffic, Civil, Criminal, and Support/Bookkeeping Departments, and one (1) employee each in the other Departments of the Office to work a schedule of 8:00 a.m. to 4:00 p.m. Preference for such hours will be given on the basis of seniority within the various Departments within the Office. If no employee within a Department indicates a preference for working such hours, the Employer may assign up to two employees to work such hours. Hours of work for employees will be 8:30 a.m. to 4:30 p.m., at least one (1) supervisor will also be working at this time. When the two employees are scheduled to work on Saturday they will receive one day of their choice off during the week following the Saturday worked. Preference for such hours will be given on the basis of seniority within those employees qualified and if no qualified employees indicate a preference for working such hours, the Employer may assign the two (2) least senior qualified employees to work such hours. The Office may, at the discretion of the Circuit Clerk, be open on Saturday, 9:00 a.m. to 12:00 p.m. The normal work week shall consist of five (5) consecutive work days, Monday through Friday, followed by two (2) consecutive days, Saturday and Sunday, off. "Time worked" shall be as defined under the Fair Labor Standards Act.

B. OVERTIME PAYMENT: Employees working in excess of forty (40) hours in any work week shall be paid at the rate of one and one-half ($\frac{1}{2}$) times the employee's straight time hourly rate, either in compensatory time off or in money as provided herein. Overtime shall not be worked nor credited without advance assignment and approval by the Circuit Clerk, Chief Deputy Clerk or Department Head concerned.

Each employee may elect to be compensated for overtime in compensatory time off in lieu of receiving monetary payment therefor. If such time off cannot be scheduled through no fault of the employee, the employee shall be compensated annually for all accumulated, unused compensatory time.

C. REST PERIODS: There shall be two (2) rest periods of fifteen (15) minutes each during each day; one (1) in the morning and one (1) in the afternoon. These rest periods are to be scheduled by the Circuit Clerk, Chief Deputy Clerk or Department Head.

D. MEAL PERIODS: Work schedules shall provide for the work day to be broken at approximately mid-point by an uninterrupted meal period of one (1) hour. Employees shall have the right to leave the work site during such periods and are required to clock out upon leaving and clock in upon returning.

E. CALL-BACK PAY: All employees who are called in to work outside of their normal work schedule, and who also work their regularly scheduled hours, shall receive a minimum of two (2) hours of compensatory time at the applicable rate.

F. TEMPORARY UPGRADE: Any employee who is assigned or held responsible for duties of a non-bargaining unit supervisor for five (5) or more days shall be paid at the lowest pay rate for the higher classification. Assignments to lower classifications shall not result in loss of pay. Such temporary upgrades shall not be for more than thirty (30) days. Temporary upgrades may be used for longer than thirty (30) days when employees are utilizing an approved leave of absence. The Employer will not rotate such assignments to avoid temporary upgrade pay.

G. TIME CLOCKS: Employees shall clock in and clock out on time cards provided by the Employer and as directed by the Circuit Clerk, Chief Deputy Clerk or Department Head.

H. SATURDAY WORKING: Saturday working employees will be picked on a rotating basis, starting with the most senior employee continuing through the list of employees. Employees have the option of passing such work. A copy of the list for each month will be delivered to a Union steward no later than the first Friday of the current month. Employees who work a Saturday will receive a full day off of their choice during the following week unless the Department has pre-scheduled employees off and makes a conflict for that Department. If there is a conflict, the employee may have a day off of their choice the next week. This Paragraph is in effect only if the Circuit Clerk desires to open on Saturdays.

ARTICLE XVII DISCIPLINE AND DISCHARGE

Section 1: DEFINITION: The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- (a) Oral reprimand;
- (b) Written reprimand;
- (c) Suspension (notice to be given in writing); and
- (d) Discharge (notice to be given in writing).

Disciplinary action may be imposed upon an employee only for just cause. An employee shall not be demoted for disciplinary reasons. 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.

In any event, the actual date upon which discipline commences may not exceed forty-five (45) days after the completion of the disciplinary meeting.

Section 2: MANNER OF DISCIPLINE: If the Employer has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public.

Section 3: DISCIPLINARY MEETING: For discipline other than oral or written reprimands, prior to notifying the employee of the measure of discipline to be imposed, the Employer shall notify the employee in writing and then shall meet with the employee involved and the Union and inform him/her of the reason for such disciplinary action, including any names of witnesses and copies of pertinent documents. The Employer shall make reasonable attempts to provide notice to the Union as soon as possible. Employees shall be entitled to Union representation if so requested by the employee. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 4: ORAL AND WRITTEN REPRIMANDS: In cases of oral and written reprimands, the supervisor must inform the employee that he/she is receiving an oral or written reprimand. The Employer shall make reasonable attempts to provide notice to the Union as soon as possible. Union representation shall be provided if so requested. The employee and the Union shall also be given reasons for such discipline, including any names or witnesses and copies of pertinent documents, if any.

Section 5: NOTIFICATION AND MEASURE OF DISCIPLINARY ACTION:

- (a) In the event disciplinary action is taken against an employee, other than the issuance of an oral reprimand, the Employer shall promptly furnish the employee and the Union, in writing, with a clear and concise statement of the reasons thereof. The measure of discipline and the statement of the reasons may be modified, especially in cases involving suspension pending discharge, 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 shall be entitled to presence of a Union representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.
- (c) Oral or written reprimands that are more than two (2) years old will not be used in any subsequent disciplinary action.

**ARTICLE XVIII
PERSONNEL FILES**

A. Employees shall have the right to inspect their personnel file upon request, not more than quarterly. Such inspection shall occur the next work day following the receipt of the employee's written request, if possible, and in any event within five (5) working days thereafter. The employee shall not be permitted to remove any part of the personnel file for any reason, but may obtain a copy of any information contained in the file upon payment of a fee for the cost of copying.

B. An employee who is involved in a current grievance against the Employer may designate, in writing, that a Union representative may inspect his/her personnel file, subject to the procedures in A, above.

C. An employee has the right to have included in the file, any pertinent document pertaining to his/her work.

ARTICLE XIX WAGES

12/01/21 – 11/30/22 – A \$1.25 per hour increase to the base pay of each employee.

12/01/22 – 11/30/23 – A \$1.00 per hour increase to the base pay of each employee.

12/01/23 – 11/30/24 – A \$1.00 per hour increase to the base pay of each employee.

12/01/24 – 11/30/25 – A \$0.75 per hour increase to the base pay of each employee.

Starting salary shall be \$25,480.00 per annum. If a current employee does not earn the starting annual wage after the above increase, their wage will be increased to the starting wage of \$25,480.

Starting salary effective 12/1/2022 will be \$14.50 per hour

Starting salary effective 12/1/2023 will be \$15.25 per hour

Starting salary effective 12/1/2024 will be \$15.75 per hour

ARTICLE XX WELFARE TO WORK

No AFSCME represented position shall be eliminated, hours reduced, or otherwise reduced in pay, as a result of any welfare to work initiatives. Duties normally performed by AFSCME represented employees shall not be assigned to welfare recipients or welfare to work participants, nor shall AFSCME represented employees in any way be displaced or replaced by such individuals.

The Union will be notified at least ninety (90) days in advance whenever the Employer intends to use welfare recipients or welfare to work participants. Such notice

shall include the number of individuals involved, their work locations and hours of work, and a summary of the type of tasks to be performed. Upon request by the Union, the parties shall meet promptly to discuss or negotiate, as appropriate, issues which arise as a result of welfare to work initiatives.

ARTICLE XXI ASSIGNABILITY

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed, in any respect whatsoever, by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed, in any respect whatsoever, by any change of any kind in the ownership, management or affiliation of either party hereto or by any change, geographical or otherwise, in the location or place of business of either party hereto.

ARTICLE XXII ENTIRE AGREEMENT / WAIVER

This Agreement constitutes the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed, in writing, by the parties hereto. The Employer and the Union for the life of the Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to: (1) any subject or matter specifically referred to or covered in this Agreement; and (2) subjects or matters that arose as a result of the parties' proposals during bargaining, but which were not agreed to.

ARTICLE XXIII SAVINGS CLAUSE

In the event any Article, Section, part or portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specified Article, Section, part or portion thereof specifically specified in the Court's decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section, part or portion thereof.

ARTICLE XXIV PERMANENT PART TIME EMPLOYEE BENEFITS

A. Permanent part time employees shall be defined as those employees who perform bargaining unit classified work for the County at least or in excess of 1275 hours between December 1 and November 30 of any year. (excluding contract, seasonal and casual employees, further any exclusionary employees as defined by the Illinois Public Labor Relations Act)

B. Permanent part time employees, upon reaching the 1275 hour threshold, shall be entitled to seventy percent (70%) of two weeks vacation. They may take pay in lieu of or utilize the vacation during the following December 1 to November 30 fiscal year. If the employee elects the pay in lieu of option, the Employer will draft a

check for vacation payment on the last day of the fiscal year in which the vacation payment was earned.

C. Permanent part time employees, upon reaching the 1275 hour threshold, shall be entitled to compensation for seventy percent (70%) of all observed holidays as defined in their respective collective bargaining agreement. The Employer will draft a check for holiday payment on the last day of the fiscal year in which the holiday payment was earned.

D. Permanent part time employees shall not be utilized to reduce the hours of and/or cause the lay-off of any full time bargaining unit employees.

E. The number of permanent part time employees shall be limited to ten percent (10%) of the number of full time employees in the department in which the permanent part time employee is employed, the department will be allowed at least one (1) permanent part time employee.

F. Permanent part time employees shall have first work opportunity over seasonal and/or casual employees and shall not be laid-off if there are seasonal and/or casual employees working within the same department as the permanent part time employee.

ARTICLE XXV MISCELLANEOUS

In the event the County provides a parking subsidy for any Collective Bargaining Unit of Macon County, the same financial benefit shall be afforded to Macon County Circuit Clerk employees covered by this Agreement.

**ARTICLE XXV
TERMINATION**

This Agreement shall be effective as of the 1st day of December 2021, and shall remain in full force and effect until the 30th day of November, 2025.

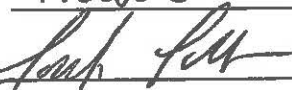
It shall be automatically renewed thereafter unless either party shall notify the other, in writing, at least ninety (90) days prior to the anniversary date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.

In witness whereof, the parties hereto have set their hands this _____ day of _____, 2022.

FOR THE UNION:

Council 31

President



Lindsey Herman

Chris Robb

Vivian Bowman

FOR THE EMPLOYER:

Chairman of the Macon County Board

Macon County Clerk

Macon County Circuit Clerk

Memorandum of Understanding regarding the collective bargaining agreement between Macon County and the AFSCME Local 612 Circuit Clerk Employees

The parties agree that:

The collective bargaining agreement dated December 1, 2021 – November 30, 2025 shall begin December 1, 2021 and replace the final year of the collective bargaining agreement dated December 1, 2018 – November 30, 2022.

Furthermore, Zipporah Johnson shall continue to receive vacation pursuant to the following vacation schedule:

Employees employed 1-6 years..... 2 weeks

Employees employed 7-14 years..... 3 weeks

Employees employed 15-21 years..... 4 weeks

Employees employed 22 years or more.....5 weeks

Employees hired prior to 01/01/1995 shall receive 6 weeks of vacation after they have been employed 25 years or more

Furthermore, April Beck shall receive the longevity increase to her base pay due 12/2/21.

In witness whereof, the parties hereto have set their hands this _____ day of _____, 2021.

FOR THE UNION:

Council 31

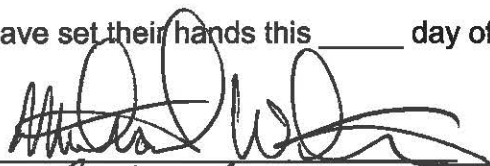
President

FOR THE EMPLOYER:

Chairman of the Macon County Board

Macon County Clerk

Macon County Circuit Clerk



Lindsey Hermann
Chad Robb
Vickie Bowman