

Collective Bargaining Agreement

Between

American Federation of State, County & Municipal  
Employees (AFSCME)  
Council 31- Local 1874

And

Kankakee County Circuit Clerk

Effective  
December 1, 2021 through November 30, 2025

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## **ARTICLE 1**

### **A. PREAMBLE**

THIS AGREEMENT, is entered into by the Kankakee County Circuit Clerk, hereinafter referred to as the Employer, and the American Federation of State, County, and Municipal Employees, Council 31, AFL-CIO, for and on behalf of Local 1874, hereinafter referred to as the Union.

In order to promote harmonious relations between the Employer and the Union, establish an equitable and peaceful procedure for the resolution of differences and establish rates of pay, hours of work and other conditions of employment, the parties have engaged in collective bargaining pursuant to 5 ILCS 315.1 et. seq., and agree as follows:

### **B. 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 full-time clerical support employees in the Circuit Clerk's office, who are eligible employees within the meaning of the Illinois Public Labor Relations Act, excluding all supervisory, managerial and confidential employees as defined by the Act, and all other employees of the Employer. Where new classifications are instituted, the work of which falls within the scope of the unit, the Employer agrees to jointly petition the Labor Board to seek the necessary unit clarification.

### **C. INFORMATION PROVIDED TO THE UNION**

At least once per month, the Employer shall, provide a list of all bargaining unit employees to AFSCME Council 31. The list shall include the bargaining unit employee's name, address, and employee payroll number and any additional information as required by state law and will be submitted in a searchable format (e.g. Excel Spreadsheet). The union agrees to indemnify and hold the County, the Circuit Clerk and their agents harmless from any and all liability arising from dissemination of the requested employee information.



## **ARTICLE2**

### **A. MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of the Agreement, the Employer retains all traditional rights to manage and direct the affairs of the Circuit Clerk's Office of the County of Kankakee in all of their various aspects and to manage and direct employees. Such rights shall include but not be limited to the following:

- (a) To determine the mission of the Circuit Clerk's Office and its various Departments;
- (b) To determine the number and location of facilities and offices as well as the staffing and equipment for such offices and facilities;
- (c) To determine the locations, methods, means, and personnel by which the operations are to be conducted, including the right to determine whether goods or services are to be made, provided, contracted or purchased;
- (d) To plan, direct, control and determine all the operations and services of the Circuit Clerk's Office and its various Departments;
- (e) To supervise and direct the working forces;
- (f) To hire, assign, transfer, schedule and promote employees;
- (g) To establish the qualifications of employment, and to determine the number of employees;
- (h) To schedule and assign work;
- (i) To establish and/or modify reasonable performance standards and objectives from time to time;
- (j) To assign overtime;
- (k) To determine the methods, means, organization and number of personnel by which such operations and services shall be provided or purchased;
- (l) To make, alter and enforce reasonable rules, regulations, safety rules, orders, procedures and policies;
- (m) To evaluate employees;
- (n) To discipline, suspend, demote and discharge employees for just cause (including probationary employees without just cause);

- (o) To change, alter, or modify existing methods, equipment, or facilities;
- (p) To increase or reduce the composition and size of the work force, including the right to relieve or lay off employees from duties because of lack of work or funds;
- (q) To determine and establish, change, combine or abolish positions and job classifications pursuant to this Agreement; and,
- (r) To determine the duties, responsibilities and work assignment of any position or job classification; provided that the exercise of such management rights by the Circuit Clerk shall not conflict with the express provisions of this Agreement.
- (s) To take whatever action is reasonably necessary to comply with State and Federal Law.

The Employer expressly reserves the right under this Agreement to exercise all management rights set forth by law.

#### **B. Work Rules, Policies and Procedures**

Whenever the Employer determines it is necessary to formalize reasonable work rules, policies or procedures, such work rules, policies or procedures shall be in writing. Copies of written work rules, policies or procedures shall be provided to affected employees. Whenever the Employer changes work rules, policies or procedures or issues new work rules, policies or procedures applicable to bargaining unit employees, the Union shall be given at least one (1) week prior notice, absent emergency, before the effective date. Upon request of the Union the parties shall meet and discuss alternatives to the proposed change(s).

### **ARTICLE 3 UNION SECURITY**

#### **A. UNION BUSINESS**

Members of the Union selected by the Union to participate in any Union activity shall be granted an unpaid leave of absence at the request of the local Union. No more than two (2) members shall be granted such leave at the same time. Reasonable advance notice of such leave shall be given to the Department Head. The Department Head may deny any requests for leave under this sub-section if the Department Head would be unable to fill the position of the absent employee. The decision of the Department Head is



not grievable. Union members may utilize their accumulated paid time (vacation, personal or compensatory) time in lieu of taking the time off without pay.

**B. UNION ORIENTATION**

Each newly hired bargaining unit employee shall, during the employee's first or second day of employment, unless mutually agreed by the Union and Employer to be scheduled at another time, be scheduled at 3:30 p.m. for an orientation which shall be provided by the Union. The Union orientation period shall be one hour and shall take place during the employee's regular working hours with no loss of pay to the employees involved.

**C. UNION MEMBERSHIP OR ACTIVITY**

Neither the Employer nor the Union shall interfere with the right of employees in bargaining unit positions 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.

**E. CHECK OFF DEDUCTION**

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

The Employer agrees to deduct each payday, Union dues, assessments, P.E.O.P.L.E. contributions, and Union sponsored benefit programs contributions from the pay of those employees who are Union members covered by this Agreement 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. A Union member desiring to revoke their Union membership may do so in accordance with the authorized deduction forms, or as provided by the laws of the State of Illinois.

The amount of the above employee deductions shall be remitted to AFSCME Council 31 after the deduction is made by the Employer with a listing of the employee, name and address, social security number and the individual employee deduction(s).

#### **F. AUTHORIZATION OF PAYROLL DEDUCTION**

Payroll deductions for Union members under this Article shall be authorized by the member on a form furnished by the Union, signed by the member and delivered to the Employer.

#### **G INDEMNIFICATION**

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

### **ARTICLE4 SERVICE TIME**

#### **A. SENIORITY**

Seniority shall be defined as an employee's length of continuous service since his/her last date of full time hire with the Circuit Clerk. Seniority and the employment relationship shall be terminated if an employee:

- (a) Quits;
- (b) Is discharged for just cause;
- (c) Abandons Job - Is absent from work without having notified the Circuit Clerk and/or their representatives for a period of two consecutive work days unless the employee can demonstrate to the employer that his/her failure to report to work was due to legitimate circumstances beyond the employee's control.
- (d) Is laid off and fails to report for work within ten (10) working days after having been recalled by giving the employee notice by certified mail to his last known address on the Employer's personnel records unless the employee can demonstrate to the employer that his/her failure to report to work was due to legitimate circumstances beyond the employee's control. A copy of such notice will also be provided to the Union.



- (e) Does not report for work or otherwise notify the Circuit Clerk within twenty- four (24) hours after the termination of an authorized leave of absence unless the employee can demonstrate to the employer that his/her failure to report to work was due to legitimate circumstances beyond the employee's control. This section is not intended to be used to extend a leave of absence.
- (t) Is laid off for a period in excess of twenty-four (24) months; or
- (g) Retires

Seniority does not apply and shall not be required to be used as a determining factor in assigning types of work to employees within a position.

## **B. SENIORITY LISTS**

The Employer shall post in January and in June in their department a seniority list for their Department showing the employee's continuous last full-time date of hire in the department. All bargaining unit employees shall receive a copy of the posting.

## **C. PROBATIONARY PERIOD**

An employee is a "probationary employee" for his first six (6) months of employment. No matter concerning the layoff or termination of, a probationary employee shall be subject to the grievance and arbitration procedures. At the request of the Union, however, the Employer, through a designated representative, shall discuss the termination of the probationary employee with the Union, provided the request is made within seventy-two (72) hours following the termination. A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he/she has completed his probationary period, he/she will acquire seniority from his/her date of hire.

## **D. BREAKS IN CONTINUOUS SERVICE**

An employee's continuous service shall be broken by voluntary resignation, discharge for just cause, or retirement.

An employee who returns to work for the Employer within one (1) year and has not withdrawn from the Illinois Municipal Retirement Fund (IMRF) shall receive credit (seniority and pay) for the length of prior continuous full-time service. This policy is in effect for employees who have a break in service after December 1, 1995.

**ARTICLES**  
**LABOR MANAGEMENT**

For the purpose of conferring on matter of mutual interest, such as health and safety issues, which are not appropriate for consideration under the grievance procedure, the Union and the Employer agree to meet at least quarterly or at the request of either party at mutually agreed upon times and locations. An agenda should be distributed to both parties at least 48 hours **in** advance.

**ARTICLE6**  
**ATTENDANCE/PUNCTUALITY**

The Section of the Kankakee County Policy and Procedure manual pertaining to Attendance and Punctuality (see attached) shall be recognized and become part of this Agreement. Any alleged violations of the policy are grievable per this agreement. The Union has discretion on whether to recognize any amendments (changes, additions, deletions, etc.) to the policy made after the execution of this Agreement.

**ARTICLE7**  
**BENEFITS**

**A. VACATION**

All vacation requests should be made in advance to the Circuit Clerk and approved. The Circuit Clerk has the responsibility to maintain a staff adequate to provide services for the office. The Circuit Clerk has the authority to determine employees' schedules and to limit the granting of request for vacation days as necessary to fulfill that responsibility.

By March 1, of each calendar year, employees may submit their preferences for vacation provided that an employee may not submit more than three (3) preferences. The Employer shall notify employee in writing by March 15<sup>th</sup> if Employees vacation preferences are approved or denied. After March 15th, all bargaining unit members who submit vacation requests shall be notified within two (2) business days by management if such vacation requests are approved or denied.

Where the Employer is unable to grant and schedule preferences for all employees within a unit, but is able to grant some of such (one or more) employees' vacation



preferences, employees shall be granted such preferred vacation on the basis of seniority. An employee who has been granted his/her first preference shall not be granted another preference if such would require the denial of the first preference of a less senior employee. An employees' preference shall be defined as a specific block of time uninterrupted by work days.

Full-time Kankakee County Circuit Clerk employees will be granted vacation time based on the following schedule:

• After six (6) months of continuous service:	5 Days
• After one (1) year of continuous service:	5 Days
• After two (2) years of continuous service:	10 Days
• After seven (7) years of continuous service:	15 Days
• After fifteen (15) years of continuous service:	20 Days
• After twenty-one (21) years of continuous service:	21 Days
• After twenty-two (22) years of continuous service:	22 Days
• After twenty-three (23) years of continuous service:	23 Days
• After twenty-four (24) years of continuous service:	24 Days
• After twenty-five (25) years of continuous service:	25 Days

Vacation time will be granted on January 1<sup>st</sup> of each year, based on the employee's length of service on December 31<sup>st</sup> of the previous year. If an employee's anniversary during the year entitles them to an additional week of vacation, time will be granted to them on their anniversary date, and may be used during the remainder of that calendar year.

Vacation time should be used by December 31<sup>st</sup> of each year. However, if due to the workload in a department, a Department Head requests an employee to postpone one week of vacation during November or December, the employee may use one week of their prior year's vacation in January, February or March. Another exception to this policy are employees who receive an additional week of vacations in October, November or December have until March 31<sup>st</sup> to use the additional week.

Employees who did not use their vacation during the calendar year, or by March 31<sup>st</sup> when applicable, may deposit their time in the Extended Illness Bank. If this route is taken, the employee must make the request in writing to his/her supervisor, who will forward the request on to Payroll.

An employee who separates from the Kankakee County Circuit Clerk's Office is entitled to full payment for any unused vacation.

Absences due to sickness, injury or other disability may at the request of the employee and with the approval of the Department Head, be charged to vacation time.

The payroll office shall maintain a record of vacation leave allowance, vacation time taken, and vacation balance for each employee.

#### **B. SICK TIME AND EXTENDED ILLNESS BANK**

It is the policy of Kankakee County to provide protection for its full-time employees against loss of income because of illness. All eligible employees are encouraged to save as much sick leave and Extended illness days as possible to meet serious illness situations.

Sick leave is not intended for a one-day vacation nor to be used to extend vacation periods or holidays. Sick leave and Extended Illness may be used in increments of fifteen (15) minutes.

Sick leave and Extended Illness Leaves will be granted to full time employees only. Sick leave and Extended Illness Time will be granted on January 1<sup>st</sup> of each year and will be based on the employee's service as of December 31<sup>st</sup> of the prior year.

Employees who have a 1, 2- or 5-year anniversary during any given year will be eligible for five (5) days of additional time on their anniversary date.

- After 6 months of continuous service: 5 sick days
- After 1 year of continuous service: 5 sick days
- After 2 years of continuous service: 7 sick days & 3 extended illness days
- After 5 years of continuous services: 9 sick days & 6 extended illness days

1. You must have sick time available in your sick bank.
2. On December 31<sup>st</sup> of every year, all sick time will be transferred to the Extended illness Bank.



3. Sick time may be utilized by employees (a) when they are sufficiently ill so that good judgment would determine it best not to report to work, (b) in the event of an injury or illness to oneself or a member of the employee immediate family, and (c) for routine medical and dental appointments.
4. All foreseeable sick leave requires approval of the appropriate Department Head.
5. Any absence of three (3) working days or longer requires an original physician's statement of release and verification substantiating that they may return to work. In addition, the Department Head may request a physician's statement for shorter periods of time. A physician's statement does not require diagnosis of an illness, only that the employee was seen in the physician's office on that particular day and provides verification substantiating the need to be off from work or is available to return to work. Whenever an employee is required to provide a physician's statement the statement shall only be presented for review and verification to the employee's Department Head or the Department Head's Designee. The Department Head or his/her designee shall sign off on the physician's statement and return the statement to the employee.
6. Notice of an employee's desire to return to work after an extended illness must be given to the Department Head no less than twenty-four (24) hours in advance.
7. Department Heads or any authorized authority may direct an employee who appears ill to leave work to protect the health of other employees. Compliance with such an order will not be charged to the sick leave for the first day.
8. An employee obtaining sick leave under false pretenses or an appointed Department Head falsely certifying sick leave allowance for absence from work may be subjected to disciplinary action

**The following guidelines should be followed as it relates to the Extended Illness Bank.**

- I. Any time an employee has a doctor's excuse substantiating the need to be off work for a medical condition, their time may be used from the Extended Illness Bank. With Department Head approval, this may also hold true for any sickness in the immediate family (with a Doctor's excuse).

2. If an employee is hospitalized, the accumulation in the Extended Illness Bank will be used to continue the employee's regular pay. However, an approved statement from the physician or admittance to a hospital will be necessary for any benefits to be received from the Extended Illness Bank.
3. If the employee exhausts the Extended Illness Bank, any sick or vacation days that have been accrued may be used to extend the employee's regular pay.
4. If any employee is eligible for I.M.R.F. disability payments, they may apply after the appropriate waiting periods have been achieved. No individual may receive I.M.R.F. disability payments at the same time he/she will be paid from the Extended Illness Bank retroactively from the first day of illness.
5. If an employee is hospitalized as a result of the illness, immediately following days of illness, he/she will be paid from the Extended Illness Bank retroactively from the first day of illness.
6. Employees undergoing outpatient surgery may be paid from the Extended Illness Bank from the day of the surgery.
7. A maximum of 120 days may be stored in the Extended Illness Bank.
8. While an employee is utilizing time from his/her Extended Illness Bank, employees will continue to accrue vacation and sick time. However, that time may not be used until the employee returns to work on a full-time basis.
9. An employee who terminates service with the Circuit Clerk's Office for reasons other than retirement or under honorable circumstances will not be paid for any unused time in their Extended Illness Bank.
10. All employees who retire under IMRF from the Circuit Clerk's office shall have the following options of payment for unused sick leave not to exceed 120 days: A) 50% sell back and 50% IMRF credit, B) 100% IMRF credit.
11. If an employee requires ongoing treatment for an injury or illness, the employee may utilize time from their Extended Illness Bank beginning on the fourth day of absence, providing there is proper documentation from the employee's physician.

### **C. INSURANCE/PENSION**

Insurance rates contained in this agreement shall be shared by said employees at a



level not to exceed twenty-five percent (25%) of the total premium cost to the employer. The County of Kankakee will contribute seventy-five percent (75%) of the total cost of the premium.

The Employer will determine which insurance company will be used and what coverage will be given; however, it must be the same as all other County employees. The Employer shall continue to contribute on behalf of the employees to the Illinois Municipal Retirement Fund in the amount the Employer is required to contribute by State Statute.

#### **D. PERSONAL DAYS**

All regular full-time bargaining unit employees shall be permitted to use personal day(s). On January 1<sup>st</sup> of each year all regular full-time employees with less than eight (8) years of service, except for new hires, will be awarded one (1) personal day for the calendar year. New hires shall receive one personal day upon satisfactory completion of their six (6) month probationary period. On January 1<sup>st</sup> of each year all regular full-time employees, with eight (8) through fourteen (14) years of service will be awarded two (2) personal days for the calendar year. On January 1<sup>st</sup> of each year all regular full-time employees with fifteen (15) or more years of service will receive three (3) personal days for the calendar year. Personal Day(s) shall not be accumulated, nor shall any employee be entitled to payment for unused personal days upon separation from service. Except in cases of an emergency, an employee planning to use a personal day shall submit his/her request at least one (1) working day in advance of intended use. When requested within the guidelines of advance notice, the requested personal day shall be granted, unless the request caused a staffing hardship on the department as determined by the Department Head. Department Heads have the responsibility to maintain a staff adequate to provide services for their areas. Department Heads have the authority to determine employee's schedules and to limit the granting of request for personal days as necessary to fulfill that responsibility.

Employees who have forty-five (45) days or more of accrued and unused sick leave may trade up to three (3) days of sick leave for three (3) personal days in each year.

The personal days may be used as desired by the employee but must be used during

the year obtained.

#### **E. HOLIDAY PAY**

The following days are paid Holidays: New Year's Day, M.L. King's Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, \*1/2-day Christmas Eve or New Year's Eve, and Christmas Day.

Bargaining Unit Employees will not work on paid holidays but will be paid their regular pay for that day.

In order to receive pay for an observed holiday, an employee must have worked his/her regularly scheduled hours on the last scheduled workday prior to the holiday and on the first scheduled workday immediately after the holiday, unless said employee is on a paid leave status (FMLA, Personal Leave, and Bereavement Leave) on either or both of said days. When a holiday falls on a Saturday, the Friday before the holiday will be observed; when a holiday falls on a Sunday, the following Monday will be observed.

\*1/2-day Christmas Eve Exception: One half of the bargaining unit will observe the 1/2-day Christmas Eve Holiday on Christmas Eve, the remaining one half will observe the 1/2-day Christmas Eve Holiday on the day before New Year's Day.

When Christmas Day falls on a Saturday, the following will be observed for the 1/2-day Christmas Eve holiday. One half of the bargaining unit will be off on the Thursday before the Christmas Day holiday. The remaining one half of the bargaining unit will observe the half day for Christmas Eve on the Thursday before the New Year's Day Holiday. When Christmas Day falls on a Sunday, the Friday before Christmas Day will be observed as the 1/2-day Christmas Eve Holiday for one half of the bargaining unit; the remaining one half of the bargaining unit will observe the half day for Christmas Eve on the Friday before the New Year's Day Holiday.

#### **F. TUITION AID**

In an effort to encourage employees to attend college classes, the County of Kankakee will reimburse a portion of the cost of Tuition for a job-related class. In order to be eligible for Tuition Aid Reimbursement by Kankakee County the following guidelines must be met:



- a. All classes must be job related as determined by the Department Head and the Human Resource Director.
- b. Only employees who have worked for Kankakee County full time for one year or more are eligible for reimbursement.
- c. All classes must be taken at an accredited college and must be for college credit hours.
- d. No more than two (2) classes a year will be approved unless extra funds are available in the Tuition Aid Fund.
- e. Individuals who are applying for reimbursement must have at least a Satisfactory Job Performance Rating.
- f. Tuition Reimbursement will be at the same rate as Kankakee Community College charges for a credit hour or the cost of the tuition, whichever is less.
- g. Kankakee County will reimburse tuition payment only after proof of a grade "C" or higher had been given to the Human Resource Director.
- h. All classes must be pre-approved by the individual Department Head and by the Human Resource Director.
- i. If the amount of the funds requested exceeds the Tuition Aid Budget, a drawing will be held to determine which employees will be eligible to receive the funds.
- j. Any employee who receives reimbursement for his or her tuition from another source (i.e. Scholarship) is only eligible for the portion of the tuition that was not covered by another outside source.
- k. If due to a lack of qualified outside candidates in a particular field of expertise exists, there may be some merit in paying for classes not for credit (Example: a continuing education class in shorthand). If such a situation arises, the Department Head may request through the Personnel Committee an exception to this policy.



## A. ARTICLE 8 WAGES

Hourly rate increase given on June 1<sup>st</sup> and December 1<sup>st</sup> of each year of the contract.

	3%	2%	2%	2%	2%	2%	2%	2%
<b>Grade 1</b>	12/1/2021	6/1/2022	12/1/2022	6/1/2023	12/1/2023	6/1/2024	12/1/2024	6/1/2025
New Hire	\$12.70	\$12.95	\$13.21	\$13.47	\$13.74	\$14.01	\$14.29	\$14.58
<b>Grade 2</b>	12/1/2021	6/1/2022	12/1/2022	6/1/2023	12/1/2023	6/1/2024	12/1/2024	6/1/2025
New Hire	\$14.00	\$14.28	\$14.57	\$14.86	\$15.16	\$15.46	\$15.77	\$16.09
<b>Grade 3</b>	12/1/2021	6/1/2022	12/1/2022	6/1/2023	12/1/2023	6/1/2024	12/1/2024	6/1/2025
New Hire	\$15.65	\$15.96	\$16.28	\$16.61	\$16.94	\$17.28	\$17.63	\$17.98
<b>Supervisors</b>								
<b>Traffic Supervisor</b>	12/1/2021	6/1/2022	12/1/2022	6/1/2023	12/1/2023	6/1/2024	12/1/2024	6/1/2025
New Hire	\$24.84	\$25.34	\$25.85	\$26.87	\$27.41	\$27.96	\$28.52	\$29.09
<b>Minute Clerk Supervisor</b>	12/1/2021	6/1/2022	12/1/2022	6/1/2023	12/1/2023	6/1/2024	12/1/2024	6/1/2025
New Hire	\$24.84	\$25.34	\$25.85	\$26.87	\$27.41	\$27.96	\$28.52	\$29.09
<b>Accounting Manager</b>	12/1/2021	6/1/2022	12/1/2022	6/1/2023	12/1/2023	6/1/2024	12/1/2024	6/1/2025
New Hire	\$19.33	\$19.72	\$20.11	\$20.51	\$20.92	\$21.34	\$21.77	\$22.21
<b>Court Systems Administration Coordinator/Trainer</b>	12/1/2021	6/1/2022	12/1/2022	6/1/2023	12/1/2023	6/1/2024	12/1/2024	6/1/2025
New Hire	\$22.81	\$23.27	\$23.74	\$24.21	\$24.69	\$25.18	\$25.68	\$26.19
<b>Circuit Clerk Court System Manager</b>	12/1/2021	6/1/2022	12/1/2022	6/1/2023	12/1/2023	6/1/2024	12/1/2024	6/1/2025
New Hire	\$30.40	\$31.00	\$31.62	\$32.25	\$32.90	\$33.56	\$34.23	\$34.91

### December 1, 2021 – May 31, 2022:

- All employees with 0-1 year of seniority as of December 1, 2021 will receive an increase to \$14.00/hr.
- All employees with 1-2 years of seniority as of December 1, 2021 will receive an increase to \$15.00/hr.
- All employees with 2-9 years of seniority as of December 1, 2021 will receive an increase to \$16.00/hr.
- All employees with 10-19 years of seniority as of December 1, 2021 will receive a \$1.00/hr increase.
- All employees with 20 or more years of seniority as of December 1, 2021 will receive a 3% increase.
- Court Systems Administration Coordinator/Trainer, Bookkeeper, and Accounting Manager will receive a 3% raise as of December 1, 2021
  - All increases for contract year 2021 – 2022 will be retroactive to 12/1/21.

For the subsequent years of this agreement, all members of the bargaining unit shall receive hourly wage increases as follows:

Hourly rate increase given on June 1<sup>st</sup> and December 1<sup>st</sup> of each year of the contract.

All members of the bargaining unit shall receive hourly wage increases as follows:

<u>6/1/22</u>	<u>12/2/22</u>	<u>6/1/23</u>	<u>12/1/23</u>	<u>6/1/24</u>	<u>12/1/24</u>	<u>6/1/25</u>
<u>2%</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>

Hourly rate increase given on June 1<sup>st</sup> and December 1<sup>st</sup> of each year of the contract.

All members of the bargaining unit shall receive hourly wage increases as follows:



## **B. RETROACTIVITY**

Employees covered by this Agreement who are still on the active payroll as of the beginning of the payroll period immediately following ratification of this Agreement by both parties shall receive a retroactive payment computed on the difference between the new rates effective the beginning of said payroll and the rates prior to a ratification for each hour actually worked between December 1, 2021 and said payroll period.

## **C. SIGNING BONUS**

The Employer will give a Signing Bonus to all Bargaining Unit Employees in the amount of \$300.00. Payment will be issued on a separate check and will be issued as soon possible following the ratification of this agreement, but no later than the first payroll period in March 2022.

## **ARTICLE 9 CLASSIFICATIONS**

### **A. CLASSIFICATIONS**

#### **Circuit Clerk**

Grade 1      Clerical Assistant

Grade 2      Support Coordinator  
Collection Specialist  
Court Minute Clerk  
Appeals Coordinator  
Clerical Assistant (Counter)

Grade 3      Traffic Quality Control Coordinator  
Floater Minute Clerk  
Bookkeeper  
Administrative Assistant to the Chief Deputy  
Clerical Assistant \*

Supervisors Traffic Supervisor  
Minute Clerk Supervisor  
Circuit Clerk Court System Manager

Accounting Manager  
Court Systems Administration Coordinator/Trainer

### **B. PROMOTIONS**

Anyone who takes a promotion of one (1) or two (2) grade levels above their current position will receive the base of the position or a 3% increase, whichever is more.

Anyone who takes a three or more level promotion above their current position will receive the base of the job or a 5% increase, whichever is more. Anyone who takes a promotion to a supervisor's position will receive the base of the job or a 5% increase, whichever is more.

### **C. 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. When classifications are being determined for any positions, the Union and the Circuit Clerk agree to attempt to agree upon proper classification within five (5) working days. If agreement is not reached within fifteen (15) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the third 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 hereto in comparison with the job content and responsibilities of other position classifications in the Employer's, and secondarily in the County's work force;
- (b) Like positions with similar job content and responsibilities within the labor market generally;
- (c) Significant differences in working conditions to comparable position classifications.

The pay grade originally assigned by the Employer 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 retroactive to the date of its installation.

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

### **D. OVERTIME AND COMPENSATORY TIME**

With the approval of the appropriate Department Head, all bargaining unit employees who work in excess of 35 hours will be paid as follows:

1. For any hours in excess of 35 hours up to 40 hours, employees will be compensated at their hourly rate. Employees may be given either pay or compensatory time off

for these hours. The decision on what form of compensation used shall be made by



the employee within a 48-hour work period or within the current pay period. If the employee fails to notify the Department Head within the 48-hour work period or within the current pay period what form of compensation is to be used, it shall be designated as compensatory time off.

2. For any hours paid in excess of 40 hours, compensation will be granted at time and one-half of the employee's current hourly rate. Once again, the employee and the department head must agree on the form of compensation (overtime pay or compensatory time off at the rate of time and one-half).
3. For purposes of calculating overtime, a week begins on Sunday and ends on Saturday.

The Following rules relate as it applies to compensatory time off:

1. Total accumulation of compensatory time off should not exceed the employee's standard workweek.
2. All use of compensatory time must be pre-approved by the appropriate Department Head.
3. If an employee separates from the Circuit Clerk's office, the employee will be paid for all unused compensatory time off. Payment for time will be based on the employee's current salary.

Typically, overtime will not be scheduled but will be used when necessary due to unforeseeable circumstances. Any pre-planned overtime must be approved by the appropriate Department Head.

Overtime work, where practical as determined by management, shall be distributed as equally as possible. Such determination shall not be arbitrary or capricious.

## **ARTICLE 10**

### **LEAVE OF ABSENCE**

#### **A. EMPLOYEES WITH LESS THAN ONE YEAR OF SERVICE**

Any employee who has not completed one year of service, with the Circuit Clerk's office is not normally entitled to the Employer Leave Policy, but may request such leave

and may be granted by the Circuit Clerk. No matter concerning the granting of leave of absence for an employee with less than one year of service shall be subject to the grievance and arbitration procedures.

#### **B. FAMILY AND MEDICAL LEAVE OF ABSENCE**

The section of the Kankakee County Policy and Procedure manual pertaining to Family and Medical Leave of Absence (see attached) shall be recognized as and become part of the Agreement. Any alleged violations of the policy are grievable per the Agreement. The Union has discretion on whether to recognize any amendments (changes, additions, deletions, etc.) to the policy made after the execution of this Agreement. FMLA leave shall not be counted as an absence under the County of Kankakee's attendance policy. Employees shall be allowed to retain up to five (5) days of their accrued vacation time during a FMLA leave. In order to be eligible for the IMRF Disability an employee must use the five (5) vacation days.

#### **C. MILITARY LEAVE OF ABSENCE**

Military Leave is an unpaid absence. If an employee leaves the Employer to join a branch of the United States Armed Service or is drafted to the Armed Services, the Circuit Clerk will assure that if the employee makes a written application to return to the employment at the Circuit Clerk's office they will be reinstated. The reinstatement would be with no loss of seniority and at the same rate of pay they would have received if there was no break in service. This policy applies only to employees in the armed forces, four (4) years or less that make a written application within ninety (90) days after being released from the service with an Honorable Discharge or General Discharge under Honorable Conditions.

#### **D. JURY DUTY/COURT APPEARANCES**

Upon notice to the Department Head, full-time employees shall be permitted an authorized absence from duty for appearance in court, because of jury service and obedience to subpoena or by direction of proper authority.

Said absence from duty will be with full pay for each day the employee serves on jury duty or testifies as a witness, other than as a defendant, including necessary travel



time. Employees need to bring any checks received for payment for Jury service to the Payroll Administrator and the employee will be required to reimburse the County for any payment of time received for service to the courts. Any mileage payments are not payable to the County. The employee will report to work when not required to be in court during regular work hours.

Attendance in court in connection with an employee's official usual duty or in connection with a case in which the County of Kankakee is a party, together with travel time necessarily involved, shall not be considered absence from duty within the meaning of this policy.

Said absence from duty will be without pay when an employee appears in private litigation to which the County of Kankakee is not a party.

#### **E. ACTIVE DUTY FOR TRAINING LEAVE**

In order to encourage participation and support of the Armed Services Reserve and Illinois National Guard Forces, the County encourages its employees to participate in the exercise of this patriotic duty. This policy holds true for employees whether they join before or after employment with the Circuit Clerk.

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 two (2) work weeks per year. Active Duty for Training Leave shall be granted without the loss of general leave time.

The employee should remit, through his Department Head, payment received from the military to the Kankakee County Treasurer's within fifteen (15) days of receipt. After payment has been received from the employee, the Payroll Administrator will issue a check for the regular straight time wage or salary without overtime payment on the next pay period. A full accounting of the money received should be made and a copy given to the employee for tax purposes.

#### **F. RETURN FROM LEAVE**

An employee eligible for leave will be restored to their old position or to a position with equivalent pay, benefits and other terms and conditions of employment as long as

the leave is one year or less. The Employer cannot guarantee that an employee will be returned to their original job. A determination as to whether a position is an equivalent position will be made by the Employer.

#### **G BEREAVEMENT LEAVE**

Bereavement leave up to three (3) calendar days to attend services with pay at straight time rate shall be given to an employee in case of death in the immediate family (father, mother, spouse, child, or legal ward, sister, brother, mother-in-law, father-in-law, grandchildren, brother-in-law, sister-in-law, grandparents, step-children or step-parents). If additional time is needed, employees may use up to three (3) days of time from the Extended Illness Bank if approved by the appropriate Department Head. Employees may also use up to three (3) days of time from their Extended Illness Bank to attend services for other family members or a friend of the employee, if approved by the appropriate Department Head.

As a condition to the granting of any such emergency leave, the employee may be required to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

#### **H. PERSONAL LEAVE OF ABSENCE**

An employee may request one unpaid personal leave of absence for a period of up to thirty (30) calendar days and the Department Head may grant the leave. Only one request per twelve (12) months will be considered. No matter concerning the granting of a personal leave of absence shall be subject to the grievance and arbitration procedures.

### **ARTICLE 11**

#### **A. PERSONNEL FILES**

The Employer shall keep a central personnel file within the bargaining unit for each employee. Employer is free to keep working files including Internal Investigation Division files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee.



## **B. INSPECTION**

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

- (a) Such inspection shall occur during administrative working hours Monday through Friday upon reasonable request;
- (b) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying;
- (c) Upon written authorization by the requesting employee, in cases where such employee has written grievance pending, and is inspecting his file with respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in this Article;
- (d) If an employee disagrees with any information contained in the personnel file, the employee may submit a written statement of his position which shall become an integral part of that portion of the file over which disagreement exists, until such portion is permanently removed from such file;
- (e) If the employee disagrees with any information contained in the personnel record, a removal or correction of that information may be mutually agreed upon by the Employer and employee. If an agreement cannot be reached, the employee may submit a written statement explaining the employee's position. The Employer shall attach the employee's statement to the disputed portion of the personnel record. The employee's statement shall be included whenever that disputed portion of the personnel record is released to a third party as long as the disputed record is a part of the file. The inclusion of any written statement attached in the record without further comment or action by the Employer, shall not imply or create any presumption of Employer agreement within its content. If either the Employer or the employee places in the personnel record information which is false, the Employer or employee, whichever is appropriate, shall have remedy through the grievance procedure to have that information expunged;

- (f) Pre-employment information, such as reference reports, credit checks or information provided the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying.

### **C. NOTIFICATION**

Employees shall be given immediate notice by the Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file.

## **ARTICLE 12 DISCIPLINE**

Employees covered hereunder shall be disciplined and discharged for just cause. The principles of progressive and corrective discipline shall be followed. The Employer shall have the right to invoke only the following disciplinary measures and all should be documented in the employee's file.

- Oral warning
- Written reprimand
- Suspension with or without pay
- Discharge

The Employer shall retain the right to invoke discipline which is appropriate under the circumstances surrounding the individual incident giving rise to disciplinary action.

Oral reprimands shall be purged from all files after twelve (12) months. Written reprimands shall be purged from all files after eighteen (18) months. Although suspensions shall be retained within an employee's file for the duration of his/her employment, such suspension will not preclude an employee from being considered for advancement opportunities. Other factors will also be considered when making a promotional decision, such as skills and ability to do the job, the employee's attendance and work record, education, experience, etc., since the time such discipline was administered.

In the event disciplinary action is taken against an employee, the Employer shall promptly furnish the employee and the Union in writing with a clear and concise



statement of the reasons therefore. The measure of discipline and the statement of reasons may be modified after the investigation of the total facts and circumstances. But once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

The parties agree that certain circumstances may reasonably warrant issuance of discipline outside the customary steps of progressive corrective discipline. Disciplinary action should be imposed in a timely manner.

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

No investigatory interview of an employee which might be used to support disciplinary action against an employee shall be conducted without a Union representative present, unless a written waiver by the employee is obtained.

### **ARTICLE 13 GRIEVANCE PROCEDURE**

#### **A. DEFINITION**

Any and all disputes, complaints or controversies (hereafter "grievance") between the Union or any employee and the Employer which arise under, out of, or in connection with this Agreement shall be adjusted in accordance with the following procedure.

#### **B. PROCEDURE**

A grievance filed shall be processed in the following manner:

##### **Step 1**

Any employee and/or steward who has a grievance shall submit the grievance in writing to the Chief Deputy Clerk, specifically indicating the matter is a grievance under this Agreement. The grievance shall contain a statement of facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The Chief Deputy Clerk shall render a written response to the aggrieved within ten (10) business days after the grievance is presented.

Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Union, provided that the Union is afforded the opportunity to be present at such conference upon the employee's request and that any settlement made shall not be inconsistent with the terms of any agreement in effect between the Employer and the Union.

### **Step 2**

If the grievance is not settled in Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to the Circuit Clerk within ten (10) business days after receipt of the Employer's answer in Step 1. Thereafter, the Circuit Clerk shall meet with the grievant, the stewards involved and an outside, non-employee representative of the Union, if desired by the Union, within ten (10) business days of receipt of the Union's appeal. If no agreement is reached, the Circuit Clerk shall submit a written answer to the Union within ten (10) business days following the meeting.

### **Step 3- Arbitration**

If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance from Step 2 of the grievance procedure, either the Union or the Employer may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the other written answer, to Step 2.

### **C. ARBITRATION PROCESS**

Representatives of the Employer and the Union shall meet or hold other discussions to select an arbitrator, from a mutually agreed list of arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after the meeting, the parties shall request the Federal Mediation and Conciliation Services (FMCS) 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 selection by a joint letter from the Employer and Union, requesting that he/she set a time



and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issues where the issue is mutually agreed by the parties. Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Rules of FMCS shall apply. The Employer and the Union shall have the right to request the arbitrator to require the presence of witness and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer.

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

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

The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee or employees involved.

If either party desires a verbatim record of the proceedings, 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 the transcription fee and the cost of duplicating its copy.

A "business day" is defined as a calendar day exclusive of Saturdays, Sundays or holidays.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Union.

If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

The investigations and processing of all grievances shall be held during working

hours, on the employer's premises and without loss of pay provided that it is done in a timely manner and such time does not unduly interfere with the employer's operational needs as determined by the Department Head.

All grievance meetings attended by a member of management shall be held during working hours and on the employer's premises.

#### **ARTICLE 14 PROHIBITION AGAINST DISCRIMINATION**

Both the Employer and the Union agree not to illegally 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 or physical handicap or other non-merit factors.

#### **ARTICLE 15 WORK STOPPAGE PROHIBITED**

##### **A. STRIKE/LOCKOUT PROHIBITED**

Neither the Union nor any of its officers, agents or County or Circuit Clerk employees will promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted work stoppage or any other intentional interruption of work or the conduct of any County business during the term of this Agreement. Neither the County nor the Circuit Clerk shall lock out employees during the term of this Agreement.

##### **B. UNION ACTION**

Upon notification by the Circuit Clerk or the County to the Union that certain of its members are engaged in a violation of this provision, the Union agrees to take all reasonable, effective and affirmative action to secure the members' return to work as promptly as possible.

##### **C. PENALTIES**

Any and all of the employees who violate any of the provisions of this section may be the subject to discharge or discipline by the Employer, including loss of compensation, vacation benefits and holiday pay. In any arbitration proceeding involving breach of this provision, if the arbitrator finds that the employee did not engage in a prohibited activity they may also consider the restoration of lost compensation, vacation benefits, and holiday pay.



## **ARTICLE 16**

### **HOURS OF WORK**

This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week; from establishing the work schedule of employees; or establishing part-time positions.

The normal workday for employees shall consist of seven (7) paid hours and a one-hour unpaid lunch hour. The normal work week for employees shall consist of thirty-five (35) hours per calendar week Monday through Friday. However, upon thirty (30) days' notice to the Union and after bargaining as may be requested by the Union over impact issues of scheduling assignments and pay, the Employer in its sole discretion may change the normal workday and/or work week.

The Circuit Clerk, with the agreement of the Union Representative, may increase the workday from seven (7) hours to either seven and a half (7 1/2) or eight (8) hours for individual positions on a full-time basis. No bargaining unit member employed prior to January 1, 1999 and who is currently working a seven-hour day will be required to increase the numbers of hours in their workday.

Bargaining unit employees who have scheduled medical appointments for either themselves or members of their immediate family, or have to attend to school appointments, child care or family emergencies may be allowed to work through their lunch. Eligible employees may work during either thirty (30) or sixty (60) minutes of their lunch period and be allowed to leave work early by the amount of time worked during their lunch hour. Employees must provide proof of medical appointment by the end of the pay period or within three (3) working days, whichever is longer. Employees shall provide the Department Head with the reason for any early dismissal if it is non-medically related. Abuse of the above privilege will be cause for denial of future requests.

Employees who are under grant positions may be required to work a different number of hours as determined by the grant.

**ARTICLE 17**  
**LAYOFF & RECALL**

In the event it becomes necessary to lay off employees they shall be laid off in inverse order of their seniority in their job classification.

When employees are laid off they may replace employees with less seniority who are at an equal or lower job classification, provided that the senior employee has the ability and skills to fill the position he/she is replacing and provided that the employee would only need minimal training or orientation for the position. Management will make the determination if the employee has the skills and ability to fill the position. Employees who replace less senior employees in lower job classifications will have their new pay rate established according to the classification level and their years of service with the Circuit Clerk.

Employees shall be recalled from layoff according to their seniority. Upon recall an employee shall have five work days to accept recall. Employees shall be the subject to recall for eighteen (18) months. Whenever possible the employer shall notify the Union and employees subject to layoff sixty (60) days prior to the intended effective date of a planned layoff. However, in no case shall the employer notify the Union and employees subject to layoff less than thirty (30) days prior to the intended effective date of a layoff.

**ARTICLE 18**  
**POSTING AND SELECTION**

- A. Whenever a permanent vacancy occurs, other than a temporary vacancy, in any existing classification or as result of the development or establishment of a new job classification, a notice of such vacancy shall be posted for bid on all bulletin boards in the office for a period of five working days. The notice shall state the classification, including skills required, and the rate of pay.
- B. Any employee, including those on layoff, may apply for a position.
- C. Qualified employees in the Circuit Clerk's Office where the vacancy exists shall be given first priority for the position. Management will make the final decision as to who is qualified. The Employer shall fill the vacancy with the most senior qualified applicant with the longest continuous service in that department. In the event the vacancy is not filled by a qualified applicant from the department in which the vacancy exists, the Employer may fill the vacancy with the most senior qualified



bargaining unit applicant with the longest continuous service. Some of the factors that will be used to determine who is a qualified employee include skills and ability to do the job, and the employee's attendance and work record.

- D. Determination of placement within a classification will be solely a management decision and is not subject to grievance.
- E. Employees promoted to a new position shall serve a ten (10) working day trial period. If the employee shall prove not to have the ability to perform the new assignment during the trial period, he/she shall be returned to their former position. An employee may choose to return to his/her former position at any time during the ten (10) working day period.

## **ARTICLE 19 SUBCONTRACTING**

### **A. 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 economy, improved work product, or emergency.

### **B. NOTICE AND DISCUSSION**

Absent an emergency situation, prior to the Employer changing its policy involving the overall subcontracting of work in a bargaining unit area, when such change amounts to a significant deviation from past practice resulting in layoff of a significant number of bargaining unit employees, the Employer shall notify the Union. The Employer shall notify the Union at least ten (10) working days in advance and when possible one month prior to the layoff and offer the Union an opportunity to discuss and participate in considerations over the desirability of such subcontracting of work, including means by which to minimize the impact of such on employees.

## **ARTICLE 20 GENERAL ISSUES**

### **A. LUNCH/BREAK ROOM**

The employer shall provide for the use of bargaining unit employees a lunch/break area in the Courthouse. The lunch/break room shall be equipped with all the necessary

equipment including an adequate number of tables and chairs, sink, refrigerator, etc.

**B. Training Pay**

Employees who are assigned to Train new employees or other employees, shall be compensated at the rate of one dollar and twenty-five (\$1.25) per hour of straight time pay, in addition to their regular pay, for each day that they are assigned to a trainee to perform training duties. Management shall determine who and when to assign and how long the training will be performed. Additionally, training constitutes more than answering a co-worker's questions or assisting a co-worker in a task.

**C. BULLETIN BOARDS**

In place of bulletin boards, the employer shall provide the Union with email access including scanner capabilities in order to communicate with bargaining unit members.

**D. UNIT CLARIFICATION**

The parties agree to file a joint unit clarification petition with the Illinois Labor Relations Board to update the bargaining unit positions.

**ARTICLE 21  
SAVINGS CLAUSE**

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

**ARTICLE 22  
ENTIRE AGREEMENT**

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



**ARTICLE 23**  
**LONGEVITY SCHEDULE**

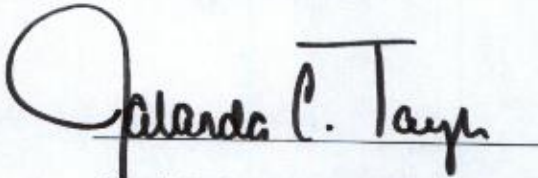
- A. On the start of the employee's tenth (10th) year of employment, based on the employee's anniversary date, a one-time payment of one hundred dollars (\$100.00).
- B. On the start of the employee's sixteen (16th) year of employment, based on the employee's anniversary date, a one-time payment of two hundred dollars (\$200.00).
- C. On the start date of the employee's twenty-two (22nd) year of employment, based on the employee's anniversary date, a one-time payment of three hundred dollars (\$300.00).
- D. Effective 12/1/2018, employees who qualify for longevity pay will get their respective longevity pay in accordance with their years of services and will be paid on the next payroll check after 12/1/18. Thereafter, longevity pay will become effective on the employee's anniversary date and issued on the next payroll date.

**ARTICLE 24**  
**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 automatically renew from year to year thereafter unless either party (i.e. the Union or the Circuit Clerk) shall notify the other in writing at least ninety (90) days but no sooner than one hundred and fifty (150) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no 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 and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

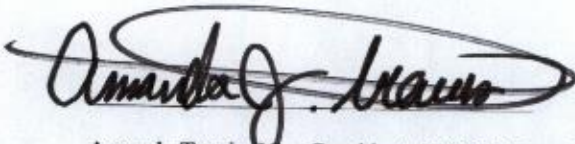
In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

**FOR THE UNION:**



Jalanda Taylor, President AFSCME Local 1874

DATE: Feb. 15, 2022



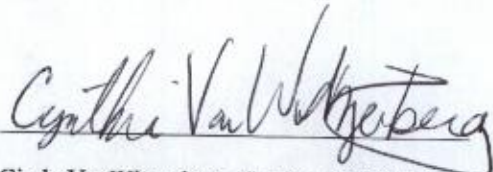
Amanda Travis, Vice-President AFSCME Local 1874

DATE: Feb. 15, 2022



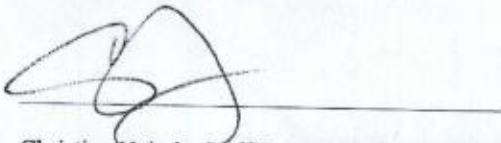
Katie Cantrell, Trustee AFSCME Local 1874

DATE: 2.15.2022



Cindy VanWitzenberg, Trustee AFSCME Local 1874

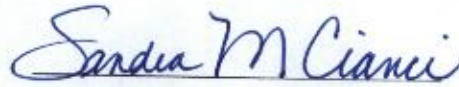
DATE: 02-15-2022



Christian Hains, Staff Representative AFSCME Council 31

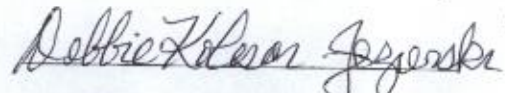
DATE: 2/15/22

**FOR THE EMPLOYER:**



Sandra M. Cianci, Clerk of the Circuit Court

DATE: February 15, 2022



Debbie Kolesar-Jezierski, Chief Deputy

DATE: 2-15-22



**(ATTACHMENT TO ARTICLE 6)  
POLICY & PROCEDURE MANUAL**

**Section: Employment  
Policy: Attendance and Punctuality  
Policy No.:  
Effective:  
Revised:**

**ATTENDANCE AND PUNCTUALITY**

We recognize the need for employees to be absent from work due to illness or the need to take care of personal business during the normal workday. We instituted sick time to provide for these needs as they arose. Employees also may qualify for a leave of absence for their own major illness, the major illness of a family member, the birth or adoption of a child, workers' compensation injury, or military and/or National Guard duty. Having provided for these situations, it is important to remember that excessive absenteeism, tardiness, and/or leaving early causes the burden of filling in for the absent employee to fall on other employees within the organization. It is a requirement of each job that an employee report to work punctually and work all scheduled work hours as well as any required overtime.

Employees who are not on an approved leave of absence and are absent from work without sufficient sick time to cover that absence will be addressed through the normal Corrective Action Process.

The following corrective action steps should be taken each time this occurs:

First Incident	Written Warning
Second Incident	Final Written Warning
Third Incident	Termination

Two consecutive days of absence for the same reason are deemed to be one incident. If the employee is absent for more than two consecutive days, he/she must bring a doctor's note in order for more than two consecutive days of absence to be counted as one incident

If at any time an employee corrects his/her excessive absence problem and has no unexcused absences during a six-month period, corrective action, if it becomes necessary again, should begin with a First Written Warning. This would be a onetime exception in a 2-year occurrence.

If an employee who has been with the company less than 6 months has an unexcused absence, he/she will be issued a Final Written Warning for that absence. If an unexcused absence occurs again within his/her first 6 months of employment, the employee will be terminated. If the new employee has no further incidences during his/her first 6 months of employment, the Final Written Warning will revert to a First Written Warning.

Periodically, special circumstances will occur that warrant an employee being excused from work without sufficient sick time to cover the absence. To ensure fairness throughout the Organization, these types of requests require the approval of the Department Head, with consultation of the Human Resources Director.

Occasionally, an employee will exhibit a pattern of absenteeism that must be corrected despite having sufficient sick time to cover those absences (i.e., consistently missing a specific day of the week; the day before or after a holiday; the day before or after a scheduled vacation). Such cases should be reviewed with the Human Resources Director before issuing any corrective action.

An employee who is going to be absent, tardy, or leave early from work is responsible for notifying his/her supervisor as soon as possible, regardless of whether the employee has sufficient sick time to cover the absence. An employee who is absent and fails to notify his/her supervisor will be subject to corrective action for failure to notify. An employee who has been absent three consecutive days without calling to speak with his/her supervisor will be considered to have voluntarily resigned.



Occasionally, nonexempt employees may be permitted to make up missed time with the prior approval of their supervisor. The supervisor will determine the exact amount of time the employee will be allowed to make up in a workweek. Each supervisor must be consistent in allowing employees to make up time within the department. No employee will be permitted to work more than 40 hours during the workweek for the purpose of making up time.

**(ATTACHMENT TO ARTICLE 10, SECTION B)  
POLICY & PROCEDURE MANUAL**

**Section: Benefits**  
**Policy: Family and Medical Leave**  
**Policy No.:**  
**Effective: April 13, 2010**  
**Revised: May 11, 2010**

**FAMILY AND MEDICAL LEAVE**

Employees of The County of Kankakee are eligible for family and medical leave if they have at least 12 months of service, have worked at least 1,250 hours within the preceding 12-month period, and work at a work site where there are at least 50 employees within a 75-mile radius. If eligible, an employee may be able to take up to 12 weeks of unpaid leave during a 12-month period for the following reasons:

- The birth of a child or to care for a child within the first 12 months after birth;
- The placement of a child with the employee for adoption or foster care and to bond with and care for the child (within the first 12 months after placement);
- To care for an immediate family member (spouse, child, or parent) with a serious health condition;
- For a serious health condition that makes the employee unable to perform the functions of his/her position; or
- If the employee experiences a qualifying exigency that arises out of the fact that a spouse, parent, or child has been called to or is on active military duty as a member of the National Guard or military reserves.

**Military Caregiver Leave.** In addition, an employee who is the spouse, parent, child, or next of kin of a current member of the armed forces (including the regular armed forces) who was injured while on active duty may be eligible for up to 26 weeks of FMLA leave in a 12-month period, including the types of leave listed above.

**Notice of Leave.** When requesting leave, the employee must:



- Supply sufficient information for The County of Kankakee to be aware that the FMLA may apply to the leave request, as well as information regarding the anticipated timing and duration of leave;
- Provide notice of the need for leave at least 30 days in advance or as soon as practicable;
- Cooperate with all requests for information regarding whether absences are FMLA-qualifying.

Failure to comply may result in leave being delayed or denied.

**Intermittent Leave.** When medically necessary, employees may take FMLA leave intermittently or on a reduced schedule basis for their own serious health condition, the serious health condition of a family member, or for military caregiver leave. Employees are required to cooperate with The County of Kankakee to arrange reduced work schedules or intermittent leave so as to minimize disruption of business operations.

Qualifying exigency leave may be taken intermittently without regard to medical necessity or disruption of business operations.

If leave is for birth and care, or placement of a child with the employee for adoption or foster care, use of intermittent leave is subject to the Department Head's approval with consultation of the Human Resources Director. Leave must be completed within the 12-month period beginning on the date of birth or placement of the child.

**Medical and other Certifications.** Employees will be required to provide a medical certification if the leave request is: 1) for the employee's own serious health condition, 2) to care for a family member's serious health condition, or 3) military caregiver leave. Failure to provide the requested certification in a timely manner may result in denial of the leave until it is provided. If an employee refuses to provide a certification, his/her leave request may be denied and the employee may be disciplined.

The County of Kankakee, at its expense, may require a medical examination by a health care provider of its own choosing if it has a reasonable question regarding the medical certification provided by the employee. In lieu of a second opinion, The County of Kankakee may contact the health care provider directly to clarify or authenticate a medical certification, including certifications for military caregiver leave. Second opinions may not be required for military caregiver leave.

Separate certification may also be required regarding the nature of the family member's military service and/or the existence of a qualifying exigency.

**Fitness for Duty Certifications.** Because The County of Kankakee wishes to ensure the well-being of all employees, any employee returning from FMLA leave for his/her own serious health condition will need to provide a Fitness for Duty (FFD) certification signed by his/her health care provider. An employee who fails to provide an FFD certification will be prohibited from returning to work until it is provided. An employee who fails to provide an FFD certification may be disciplined or terminated.

FFD certifications may be required when an employee returns from intermittent FMLA leave if serious concerns exist regarding the employee's ability to resume his/her duties safely.

**Maintenance of Benefits.** The County of Kankakee will maintain health care benefits for the employee while on FMLA leave, but the employee is responsible for paying the normal monthly contribution. If the employee elects not to return to work at the end of the leave period, the employee will be required to reimburse The County of Kankakee for the cost of premiums paid for maintaining coverage during the leave period. All other benefits cease to accrue during the unpaid portion of the leave.

**Concurrent Leave.** Employees must use any accumulated sick leave, vacation time, or paid time off (PTO) to the extent available during FMLA leave unless such leave is covered under workers' compensation, in which case the employee may use accumulated



leave time only for the purpose of satisfying any waiting period. Absences in excess of these accumulated days will be treated as FMLA leave without pay.

**Married Couples Who Work for The County of Kankakee.** If an employee and his/her spouse both work for The County of Kankakee, they are both eligible for leave. The employee and employee spouse may be limited to a combined total of 12 weeks of FMLA leave in a 12- month period if the leave is taken for:

- The birth, adoption, or foster placement of a child;
- To care for and bond with such child who does not suffer from a serious health condition;
- To care for a parent with a serious health condition; or
- A combination of the above.

For military caregiver leave, the employee and employee spouse may be limited to a combined total of 26 weeks of leave in a 12-month period, including the types of leave listed above in this paragraph.

**Return from Leave.** Upon return from leave, the employee will be restored to his/her original or an equivalent position. An employee who fails to return at the end of FMLA leave will in most cases be considered to have voluntarily resigned his/her position with The County of Kankakee. Employees who do not return to work at the end of their leave will be terminated unless they are entitled to additional leave as a reasonable accommodation under the Americans with Disabilities Act.

**Federal State and Local Laws.** When Federal, state and local laws offer more protection or benefits, the protection or benefits provided by those laws will apply.

IN WITNESS WHEREOF, the parties hereto have set their hands this 24<sup>th</sup> day of February, 2016, in Kankakee, Illinois, executing four originals with one each to the County Board, the Circuit Clerk's Office, and AFSCME.

FOR THE UNION:

\_\_\_\_\_  
Circuit Clerk Local 1874  
Bargaining Representative

\_\_\_\_\_  
Circuit Clerk Local 1874  
Bargaining Representative

Alice Domuske  
Circuit Clerk Local 1874

Bargaining Representative

Cynthia Van Dineburg  
Circuit Clerk Local 1874

Bargaining Representative

Mike Decker  
Staff Representative

AFSCME Council 31

Merrill Cote  
President

AFSCME Local 1874

John Hays  
Vice President

AFSCME Local 1874

FOR THE EMPLOYER:

Sandra M. Cianci  
Kankakee County  
Circuit Clerk



**MEMORANDUM OF UNDERSTANDING  
WORKING THROUGH LUNCH - NON-SCHOOL APPOINTMENTS,  
NON-CHILD CARE OR NON-FAMILY EMERGENCIES**

This "Memorandum of Understanding" (MOU) is an agreement between the County of Kankakee, the Circuit Clerk, (herein the "Employer") and the American Federation of State, County, and Municipal Employees, Council 31, AFL-CIO, for and on behalf of Local 1874, hereinafter referred to as the Union.

Based on the covenants and conditions contained herein, it is understood and mutually acknowledged and agreed that:

- (1) Bargaining unit employees will be allowed to work through their lunch for non-school appointments, non-child care or non-family emergencies up to a maximum of six (6) times a year.

Each party's agreement to all of the terms of this agreement is evidenced by the signature of the party or their authorized representative.

**FOR THE UNION:**

\_\_\_\_\_  
Circuit Clerk Local 1874  
Bargaining Representative

\_\_\_\_\_  
Circuit Clerk Local 1874  
Bargaining Representative

*Rice Domuske*  
Circuit Clerk Local 1874

Bargaining Representative

*Cynthia Vallettyberg*  
Circuit Clerk Local 1874

Bargaining Representative

*Mike Dyer*  
Staff Representative

AFSCME Council 31

*Merrill Cote*  
President

AFSCME Local 1874

*John Hays*  
Vice President  
AFSCME Local 1874

**FOR THE EMPLOYER:**

*Sandra M. Cianci*  
Kankakee County  
Circuit Clerk



# MEMORANDUM OF UNDERSTANDING

Between the Circuit Clerk of Kankakee County and AFSCME Council 31 on Behalf of Local 1874

This Memorandum of Understanding reflects the understanding between the Kankakee County Circuit Clerk (hereinafter "Circuit Clerk") and the American Federation of State, County, and Municipal Employees, Council 31, for and on behalf of Local 1874 (hereinafter "AFSCME") to increase the Circuit Clerk employees' hourly wage rates by \$2.00 (two dollars) to more fairly align the Circuit Clerk employees with the wages of other Kankakee County employees. Both parties agree that this proposal is in the best interest of the Circuit Clerk and the Circuit Clerk employees represented by AFSCME.

With the aforementioned understandings incorporated herein, the agreement is as follows:

1. Effective September 1, 2023, the Circuit Clerk will increase the employees' hourly wage rates by \$2.00 (two dollars).
2. Effective September 1, 2023, the Circuit Clerk will adjust the new hire wage rate for all AFSCME positions within the Circuit Clerk's Office as presented in the chart below.


	3%	2%	2%	2%	\$2.00	2%	2%	2%	2%
Grade 1	12/1/2021	6/1/2022	12/1/2022	6/1/2023	9/1/2023	12/1/2023	6/1/2024	12/1/2024	6/1/2025
new hire	\$ 12.70	\$ 12.95	\$ 13.21	\$ 13.47	\$ 15.47	\$ 15.78	\$ 16.09	\$ 16.42	\$ 16.75
Grade 2	12/1/2021	6/1/2022	12/1/2022	6/1/2023	9/1/2023	12/1/2023	6/1/2024	12/1/2024	6/1/2025
new hire	\$ 14.00	\$ 14.28	\$ 14.57	\$ 14.86	\$ 16.86	\$ 17.20	\$ 17.54	\$ 17.89	\$ 18.25
Grade 3	12/1/2021	6/1/2022	12/1/2022	6/1/2023	9/1/2023	12/1/2023	6/1/2024	12/1/2024	6/1/2025
new hire	\$ 15.65	\$ 15.96	\$ 16.28	\$ 16.61	\$ 18.61	\$ 18.98	\$ 19.36	\$ 19.75	\$ 20.14

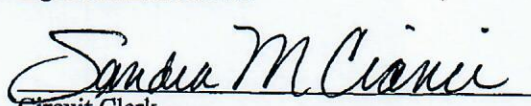
## SUPERVISORS

Traffic Supervisor	12/1/2021	6/1/2022	12/1/2022	6/1/2023	9/1/2023	12/1/2023	6/1/2024	12/1/2024	6/1/2025
new hire	\$ 24.84	\$ 25.34	\$ 25.85	\$ 26.87	\$ 28.87	\$ 29.45	\$ 30.04	\$ 30.64	\$ 31.25
Minute Clerk Supervisor	12/1/2021	6/1/2022	12/1/2022	6/1/2023	9/1/2023	12/1/2023	6/1/2024	12/1/2024	6/1/2025
new hire	\$ 24.84	\$ 25.34	\$ 25.85	\$ 26.87	\$ 28.87	\$ 29.45	\$ 30.04	\$ 30.64	\$ 31.25

Accounting Manager	12/1/2021	6/1/2022	12/1/2022	6/1/2023	9/1/2023	12/1/2023	6/1/2024	12/1/2024	6/1/2025
new hire	\$ 19.33	\$ 19.72	\$ 20.11	\$ 20.51	\$ 22.51	\$ 22.96	\$ 23.42	\$ 23.89	\$ 24.37
Court Sys Admin Coord/Trainer	12/1/2021	6/1/2022	12/1/2022	6/1/2023	9/1/2023	12/1/2023	6/1/2024	12/1/2024	6/1/2025
new hire	\$ 22.81	\$ 23.27	\$ 23.74	\$ 24.21	\$ 26.21	\$ 26.73	\$ 27.27	\$ 27.81	\$ 28.37
Circuit Clerk Court System Manager	12/1/2021	6/1/2022	12/1/2022	6/1/2023	9/1/2023	12/1/2023	6/1/2024	12/1/2024	6/1/2025
new hire	\$ 30.40	\$ 31.00	\$ 31.62	\$ 32.25	\$ 34.25	\$ 34.94	\$ 35.63	\$ 36.35	\$ 37.07

By signing this Memorandum of Understanding, the parties represent that they have the authority to executed and commit to the Memorandum of Understanding as outlined above.

  
AFSCME  
8/21/23  
Signature Date

  
Sandra M. Cianci  
Circuit Clerk  
8-21-23  
Signature Date