

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

UNION COUNTY ILLINOIS
UNION COUNTY CIRCUIT CLERK'S OFFICE

AND

THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, THE
SOUTHERN AND CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL

AND

LABORERS' LOCAL UNION 773



DECEMBER 1, 2008 THROUGH NOVEMBER 30, 2010



**UNION COUNTY ILLINOIS
UNION COUNTY CIRCUIT CLERK'S OFFICE**

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UNION COUNTY ILLINOIS
UNION COUNTY CIRCUIT CLERK'S OFFICE

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COLLECTIVE BARGAINING AGREEMENT

ARTICLE 1 PARTIES TO AGREEMENT

This Collective Bargaining Agreement made and entered into by and between the County of Union, Illinois, (hereinafter referred to as the "County"), the Union County Circuit Clerk's Office, (hereinafter referred to as the "Officeholder" and together with the "County" as the "Employer") and the Laborers' International Union of North America, the Southern and Central Illinois Laborers' District Council and Laborers' Local 773, (hereinafter referred to as the "Union"), acting pursuant to the law as the exclusive bargaining agency for the employees covered by this Agreement.

ARTICLE 2 AREA AND EMPLOYEES COVERED

All full-time and part time employees employed by the *Union County Circuit Clerk's Office*, excluding the Circuit Clerk of Union County and all supervisory, managerial and confidential employees within the meaning of the Illinois Public Employee Labor Relations Act according to Case No. **S-RC-95-62**.

ARTICLE 3 RECOGNITION AND UNION SECURITY

Within the limits provided by the laws of Illinois, the Officeholder recognizes the Laborers' International Union of North America as the sole and exclusive Bargaining Representative for the employees covered by this Agreement.

It shall be a condition of employment that all present employees who are or become members of the Union shall remain members of the Union or, if an employee chooses not to be a member of the Union, then that employee shall contribute his fair share for representation.

All present employees who are not members of the Union shall become members of the Union or if an employee chooses not to be a member of the Union, then that employee shall contribute his fair share for representation within one hundred eighty (180) days of the effective date of this Agreement and all employees who are hired hereinafter shall become and remain members of the Union or if an employee chooses not to be a member of the Union then that employee shall contribute his fair share for representation within one hundred eighty (180) days following the date of first employment or within two hundred ten (210) days following the first date of employment if such additional time is deemed necessary by the Circuit Clerk.

An employee completing the one hundred eighty (180) day probationary period shall receive from the Circuit Clerk a written notice stating that he has completed his probation or that it is deemed necessary to extend his probationary period the additional thirty (30) days. Should it be necessary to extend the probationary period, the employee shall, at the end of this extension, be given written notice that he has completed his probation.

This period is to serve as a probationary period and employees will not be subject to the benefits of this Agreement until completing their probationary period; all rights and benefits shall be retroactive to the first date of hire.

No one will suffer a reduction in wages and conditions as a result of this Agreement

ARTICLE 4 **DUES CHECK OFF**

All dues, initiation fees and assessments levied by the Union on the employees covered by this Agreement shall be checked-off from the wages of such employees once every month, except delinquent dues and initiation fees shall be checked-off weekly and remitted by the County to the Secretary of the said Union. The check-off, however, is to authorize the County in writing to so check off. If an employee or employees should at any time contend that the County acted wrongfully or illegally in making a check-off for dues, initiation fees or assessments, the Union will defend and protect the County against expenses, repayments or losses on account of such contention.

The dues authorization to be signed by the employees will be made a part of this Agreement as APPENDIX "A".

ARTICLE 5 **MANAGEMENT RIGHTS**

The Employer, subject to the general administrative and supervisory authority of the Illinois Supreme Court and the Circuit Judge, has the right to direct all work activities and shall retain and have the exclusive right to exercise the customary functions of management, including but not limited to, the right to manage and control the premises and equipment, to supervise and assign duties to employees in accordance with the needs and requirements of the Employer, to determine qualifications for the work force including the right to do all hiring; and to carry out all ordinary functions of management subject only to the terms and provisions expressly specified in this Agreement

The Officeholder agrees not to adopt or enforce any personnel policy or rule conflicting with any provision of this Agreement.

ARTICLE 6
WORKWEEK AND OVERTIME PAY

The workweek will be based on thirty-five (35) hours, with the office hours from (8:00 a.m. until 4:00 p.m.), and with a one (1) hour unpaid lunch break, and also including a paid fifteen (15) minute break in the morning and a paid fifteen (15) minute break in the afternoon.

Employees shall be compensated at a rate of one and one-half (1 ½) times their regular rate for work in excess of seven (7) hours in a workday or thirty-five (35) hours in a workweek. Work in excess of thirty-five (35) hours in a week or seven (7) hours in a workday will be compensated at a rate of one and one-half (1 ½) times the employee's regular rate of pay. Employees may choose the method of overtime compensation between compensatory time (comp-time) and pay.

Insofar as practical, the Officeholder shall divide overtime equally among all employees.

All forms of approved absences shall be counted as time worked for overtime computation.

Any overtime must be previously approved by the Employer or the Employer's designee.

ARTICLE 7
HOLIDAYS, SICK, PERSONAL AND FUNERAL LEAVE

Section 1: Holidays:

Employees shall receive one (1) day's pay per each recognized Holiday, or one (1) day off in observance of the holiday. Those holidays recognized under this Agreement shall be as follows:

New Year's Day	Martin Luther King's Birthday
Lincoln's Birthday	Washington's Birthday
Good Friday	Memorial Day
Independence Day	Labor Day
Columbus Day	General Election Day
Veterans' Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day;

In addition, any other day or part of a day, which may be observed by the offices, as directed by the Circuit Judge.

When an employee is required to work on a Holiday, he shall be paid one and one-half (1 ½) times his regular rate of pay.

Section 2: Sick Leave:

- (1) Employees covered by this Agreement will earn paid sick leave at the rate of one day per month. The amount of sick leave accumulated at the time any illness begins will be available in full, and additional leave will continue to accrue while an employee is using that already accumulated. An employee may accumulate up to two hundred forty (240) days; ninety (90) days of which may be paid to an employee upon resignation or retirement, if not used for IMRF service credit.
- (2) Sick leave compensation will be at the employee's normal rate of pay. An employee may use accrued sick leave for personal illness or injury, for personal medical and dental appointments, or when necessitated by an emergency illness or injury of a member of the employee's immediate family. For this purpose, "immediate family" shall include spouse, child (including step), parent, sibling (including step), grandchild, grandparent or corresponding in-law living in the employee's household.
- (3) Employees who misuse sick leave may be suspended or discharged. An employee's supervisor may require documentation from a physician, or other administratively acceptable proof of illness, when there are reasonable grounds to suspect misuse of sick leave. Employees receiving sick leave pay may not work elsewhere without forfeiture of this pay.
- (4) The Office Holder reserves the right to require an employee to undergo a medical examination, at the Employer's cost, for the purpose of ascertaining if the employee is physically and/or mentally fit to perform the duties of his position.

Section 3: Personal Leave:

The Employer shall grant each employee three (3) days of personal business leave per year without loss of pay. Except in the case of an emergency, notice of the necessity for personal business leave shall be submitted as soon as possible to the Officeholder or his designee. Any unused personal leave days shall not accumulate. They will not be used less than one-half (1/2) day per request.

Section 4: Funeral Leave:

In the event of a death in the immediate family of an employee, the employee shall be allowed three (3) days leave without any loss of pay and these three (3) days shall not be charged to sick leave. Immediate family shall mean the death of a spouse, father, mother, brother, sister, son, daughter, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, maternal or paternal grandparents, including step relations in the same categories of the aforesaid.

One (1) day of funeral leave shall be allowed for other family members; more time may be taken if needed and may be charged to vacation, sick or personal leave or without pay if there is no accumulated time available.

ARTICLE 8
VACATIONS

An employee shall be credited on his anniversary date of each year the following days of paid vacation:

One (1) Through ten (10) years of service:	Two (2) Weeks vacation
Ten (10) years of service:	Three(3) Weeks vacation
Eleven (11) years of service and beyond:	Three (3) Weeks plus one (1) normal work day of vacation per year of service up to a maximum of four (4) weeks of vacation.

Vacation days may be used separately or taken in blocks. When vacation days are used separately, advance notice for a vacation day shall be submitted as soon as possible to the Officeholder but not less than one (1) day without prior approval within twenty-four (24) hours use of any request.

Employees shall make every effort to give the Office Holder at least ten (10) working days notice of their request for vacation days (block). All vacation days that are to be used in blocks shall be by mutual consent of the Employer and Employee.

All unused vacation days shall accumulate and carry over for a maximum period of two (2) years. If a regular Holiday should occur during an employee's vacation, it shall not count as a vacation day.

ARTICLE 9
SALARY SCHEDULES AND PAY PERIODS

Employees shall be paid on the 15th and 30th of each month. In the event an employee is on vacation, payroll shall be mailed timely.

ARTICLE 10
GRIEVANCE PROCEDURE

Section 1: Purpose:

The Officeholder recognizes the need for employees to have an opportunity to voice their complaints and grievances and hereby establishes the following procedure:

Section 2: Procedure:

The grievance shall be presented promptly so that the facts can be readily obtained. The time limit shall be established as within five (5) working days of knowledge of the event or happening that comprised the grievance.

In the event that an employee shall have a grievance, he shall report the same to his Steward, in writing, and the Steward shall report the same to the Officeholder promptly.

If the Steward and the Officeholder cannot adjust the matter satisfactorily, the grievance shall be submitted to the Union Representative and the Officeholder. If at such time the Union Representative and the Officeholder cannot settle the matter, it shall be referred to the Illinois Department of Labor for arbitration within seven (7) working days. The decision of the Arbitrator shall be final and binding on all parties.

ARTICLE 11
STEWARDS

The Business Manager of the Local Union shall appoint one Steward per office who shall assist an employee in presenting a grievance to the employee's Supervisor. The Steward shall be the recognized Representative of the Union during work hours and shall be subject to the same terms and conditions of employment as any other employee. The Steward shall be allowed paid time off for Union business.

ARTICLE 12
SENIORITY

Seniority will exist from the date of full-time employment in each office. Seniority plus qualifications shall be the determining factor for promotions, advancements, vacancies, overtime, layoff, and re-employment in said office. All other county seniority will remain intact for vacation, retirement and/or other applicable contractual obligation.

ARTICLE 13
IMRF – LABORERS' INDUSTRIAL PENSION

IMRF:

The County shall participate in the Illinois Municipal Retirement Fund and contribute the standard amount of the employee's share.

Laborers' Industrial Pension:

Section 1:

The Employer agrees to contribute to the Laborers' National (Industrial) Pension Fund (the "Pension Fund") for all employees covered by this Agreement in accordance with this Article.

Section 2:

Beginning on December 1, 2008 and for the term of this Agreement, the Employer shall contribute to the Pension Fund at the rate of ***fourteen (\$0.14)*** for each and every hour or portion of an hour for which an employee covered by this Agreement is paid by the Employer (including hours or portions of hours of paid holidays, vacation, sick leave, personal leave, other paid leave and overtime).

The parties agree that these pension contributions **that would otherwise be paid in salary or wages instead** will be contributed by the Employer (pre-tax) to the Pension Fund. The contributions are to be considered Employer contributions for purposes of the tax laws and they are not taxable income to the employees, rather taxation is deferred until benefits are paid.

ARTICLE 14
HEALTH AND WELFARE

The Employer agrees to provide employees covered by this Agreement Health and Welfare benefits for the duration of this Agreement, consistent with those being offered at the signing of this agreement.

The total cost of the individual employee's premium for the health insurance program shall be paid by the County. The employee shall be responsible for the first three hundred dollars (\$300.00) of the deductible expense in the health insurance plan and the Employer shall reimburse said employees for any deductible above three hundred dollars (\$300.00). If the employee elects family coverage, the employee shall be responsible for all premium and deductible costs associated with the family coverage.

The County reserves the right to change insurers and health plans during the course of this Agreement so long as the benefits and coverage sought are substantially similar or better than those being currently offered.

ARTICLE 15
NO STRIKE – NO LOCKOUT

Section 1: No Strike:

Neither the Union nor any Officers, Agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, residential picketing, slow down, sit down, concerted stoppage of work, concerted refusal to perform overtime or any other intentional interruption of the operations of the Employer at any location regardless of the reason for doing so. Any or all employees who violate any provisions of this Article may be discharged or otherwise disciplined by the Employer. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. The Union and its Officers and Representatives will be cooperative with the Employer in taking whatever affirmative action is necessary to direct and urge any employee who violates this Article to return to work and to achieve a prompt resumption of normal operations.

Section 2: No Lockout:

The Employer will not lockout any employees during the term of this Agreement as a result of a labor dispute with the Union so long as there is good faith compliance by the Union with this Article, unless the Employer cannot efficiently operate in whole or in part due to a breach of this Article.

Section 3: Judicial Relief:

Nothing contained herein shall preclude the Employer from obtaining a temporary restraining order, damages and other judicial relief as determined appropriate by the court in the event the Union or any employees covered by this Agreement violate this Article.

ARTICLE 16
JURY DUTY

When an employee is called to serve on jury duty the employee shall receive his regular rate of pay.

ARTICLE 17
OFFICE STAFFING

Due to the current size of the work load in the *Circuit Clerk's* Office there shall be a minimum of seven (7) full-time positions in the Circuit Clerk's Office. There will be no layoffs or elimination of these positions without just cause (financial hardship or decreased work load).

ARTICLE 18
EDUCATION LEAVE

In the event an employee desires to further his education, the Employer and the employee, subject to the needs of the office, shall work out a schedule that accommodates both the employee and the Employer. This shall be contingent upon consent of both parties.

ARTICLE 19
WAGES

Section 1. Job Classifications:

Upon initial hiring, the Officeholder has the right to place new employees into the classifications as needed or as individual qualifications dictate.

The Officeholder may, at his discretion, move an employee upwards from one classification to another at any time.

Section 2. Wages:

The following schedule reflects the wage increases that each employee will receive effective December 1, 2008.

Job Classification	December 1, 2008	December 1, 2009
LEVEL I Circuit Clerk's Assistant / Document Image Operator	3.5% Increase \$11.70/hr	3.0% Increase \$12.05/hr
LEVEL II Circuit Clerk's Assistant / Document Image Operator	3.5% Increase \$13.82/hr	3.0% Increase \$14.23/hr
LEVEL III Circuit Clerk's Assistant / Document Image Operator	3.5% Increase \$15.98/hr	3.0% Increase \$16.46/hr

Section 3. Longevity:

In addition, employees covered by this Agreement shall receive a longevity increase to be added to their gross wage on their anniversary date of hire and according to the following table:

Beginning of 6 Years Service through 10 years service:	\$225.00 per year
Beginning of 11 years service through 15 years service:	\$275.00 per year increase for a total longevity of \$500.00
Beginning of 16 years of service through 20 years of service:	\$325.00 per year increase for a total longevity of \$825.00
Beginning of 21 years of service:	\$400.00 per year increase for a total longevity of \$1225.00

The longevity increase applies for years of service in the current Office and will be paid as an addition to the hourly wage rate and payable beginning on the anniversary date of the employee's employment in the current office.

Section 4. Mileage:

Use of a personally owned automobile for official county business must be authorized in advance. Mileage will be reimbursed at rates consistent with Internal Revenue Guidelines. Adjustments to the allowable IRS rates shall become effective on December 1 of each year. The authorized mileage allowance includes all operating expenses such as gas, oil, and repairs precluding any separate claim for such items.

ARTICLE 20
PARITY

The Employer agrees that if during the term of this Agreement it enters into any new Agreement with any Union or employee Group providing for increased wages, lesser hours of work or for terms or conditions more favorable to any Union or employee group than those described in the Agreement, or if it unilaterally grants such more favorable conditions to non-bargaining unit employees, then the Employer shall immediately apply such provisions automatically to this Agreement, and such improved benefits shall immediately be in full force and effect and supersede any less favorable provisions of this Agreement.

For the purposes of this Article, with regard to increased wages during the term of this Contract, each bargaining unit shall be considered as a whole, and the amount of increase shall consist of the percentage value of the aggregate raise (new aggregate salary compared to the current or subsequent years aggregate).

This Article applies to the staff of the following offices: State's Attorney, County Clerk, County Treasurer, County Supervisor of Assessments and the County Circuit Clerk.

ARTICLE 21
SENIORITY LIST

Connie Wilkins	November 16, 1988
Theresa Maze	May 18, 1992
Judy Ritchey	December 01, 1995
Jennifer Barnhart	March 27, 2006
Linda Pender	July 1, 2006
Amanda Mason	December 1, 2006
Racheal Miller	June 23, 2008

ARTICLE 22
LABORERS POLITICAL LEAGUE

If any employee so desires, and upon written authorization, the Employer shall deduct from wages an LPL contribution. Such contribution shall be sent to the Midwest Region Laborers' Political League each month.

ARTICLE 23
NON-DISCRIMINATION

It is agreed that there shall be no discrimination by the Union or the Employer against any employee or applicant for employment with respect to hiring, firing, rate of pay, work assignment, or any term or condition of employment for reasons of race, religion, color, sex, age, marital status, handicap, national origin, or veteran's status.

The use of the masculine pronoun in this document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE 24
LIMITATIONS OF AGREEMENT

No provision in this Agreement may interfere with the supervision or conduct of a lawsuit by a Judge. No provision in this Agreement which interferes with the supervision or conduct of a lawsuit by a Judge may be enforced. No provision by this Agreement, which materially and adversely affects or interferes with the exercise of the constitutional, statutory or inherent judicial powers of the Judiciary or the Circuit Clerk or with the application of a rule or order of the Illinois Supreme Court may be enforced. During an emergency affecting the Court's business as reasonably determined by the Chief Judge, no provision in this Agreement, which materially or adversely affects or interferes with the exercise of the constitutional, statutory or inherent administrative powers of the judiciary may be enforced.

ARTICLE 25
BEGINNING AND DURATION OF AGREEMENT

This Agreement shall be in full force and effect from December 1, 2008 until November 30, 2010 and shall automatically continue from year to year. Either party desiring change or modification in the same shall notify the other party in writing at least one hundred twenty (120) days prior to November 30, 2010. Such other party must grant a meeting to the other party desiring the change within thirty (30) days after such notification.

Due to the fact these employees provide a vital and necessary service the following procedure is hereby agreed to in the event of an impasse at the expiration of this Agreement.

1. If at the expiration of this Agreement, a settlement mutually agreeable to both parties has not been reached, a joint request will be made to the Illinois Department of Conciliation and Mediation for a Mediator. If at the end of thirty (30) days this process has not produced an Agreement, it shall be referred to Step 2.
2. A joint request shall be made to the Illinois Arbitration Service for an arbitrator with the parties each submitting their last final offer. The arbitrator shall render a decision within forty-five (45) days that is final and binding on the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement.

FOR THE EMPLOYER:

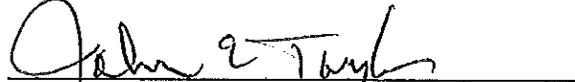
FOR THE UNION:

Union County, Illinois

Laborers' Local 773



Lorraine Moreland, Circuit Clerk



John E. Taylor, Business Manager

Date: 7/20/09

Date: 7-30-09

**Southern and Central Illinois
Laborers' District Council:**



John Garner, Union Co. Board Chairman



John R. Taylor, Business Manager

Date: 7/29/09

Date: 7-30-09

APPENDIX "A"
DUES CHECK-OFF AUTHORIZATION FORM

LABORERS' LOCAL 773
5102 LABORERS' WAY
MARION, IL 62959

AFFILIATED WITH
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

CHECK-OFF AUTHORIZATION AND ASSIGNMENT

Union County Circuit Clerk

I, _____, (print name), do hereby assign to Laborers' Local Union No. 773, Laborers' International Union of North America, such amounts from my wages as shall be required to pay an amount equivalent to the initiation fees, readmission fees, membership dues, and assessments of the Local Union as may be established for its members from time to time. My Employer, including my present Employer and any future Employer, is hereby authorized to deduct amounts from my wages and pay the same to the Local Union and/or its authorized representative, in accordance with the collective bargaining agreement in existence between the Union and my Employer.

This authorization shall become operative upon the effective date of each collective bargaining agreement entered into between my Employer and the Union.

This authorization shall be irrevocable for a period of one year, or until termination of the collective bargaining agreement in existence between my Employer and the Union, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one year each, or for the period of any subsequent agreement between my Employer and the Union, whichever is shorter, unless written notice is given by me to my Employer and the Local Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between my Employer and the Union, whichever occurs sooner. For the effective period of this check-off authorization and assignment, I hereby waive any right I may have to resign my Union membership. Furthermore, this check-off authorization shall continue in accordance with the above renewal and revocation provisions irrespective of my membership in the Union.

Union Dues and fees are not tax deductible as charitable contributions for federal income tax purposes. Local dues may qualify as business expenses, however, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

This assignment has been executed this _____ day of _____, 20_____.

Phone Employee Signature

Date of Birth Social Security Number

Street Address

City State Zip Code

Initiation Fee Date Employed Dues