

AGREEMENT

**CHIEF JUDGE OF THE 5TH JUDICIAL CIRCUIT,
AND
VERMILION COUNTY CIRCUIT CLERK**

AND

**INTERNATNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL #21**

December 1, 2009 – November, 30, 2012

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AGREEMENT

This Agreement is entered into by and between the Chief Judge of the 5th Judicial Circuit and Vermilion County Circuit Clerk, hereinafter referred to jointly and collectively as the "Employer", and International Brotherhood of Electrical Workers, Local #21, AFL-CIO, hereinafter referred to as the "Union". The Union members ratified this contract on the 21st day of May, 2010 and the Employer approved this contract on the 8th day of June, 2010.

Inasmuch as the Parties desire to establish and to set forth in writing the terms and conditions under which the Employees shall work during the term of this Agreement, to secure harmonious cooperation in the relations between the Parties, and to provide means for the peaceful settlement of disputes, it is agreed as follows:

ARTICLE ONE

RECOGNITION

1.01 In accordance with the Certifications of the Illinois State Labor Relations Board in Case Number S-RC-90-20, incorporated by reference herein, the Employer recognizes the Union as the exclusive representative of all the Employees in the Bargaining Unit set forth below, for purposes of collective bargaining with respect to rates of pay, hours of employment, and other terms and conditions of employment.

Included: All Full-time and regular Part-time Employees of the Employer, in the job titles of Bailiff, Legal Secretary, Probation Officer, Data Entry Clerk, Account Clerk and Account Clerk II.

Excluded: Officer Manager, Court Administrator, Court Stenographer, Chief Probation Officer, Deputy Chief Probation Officer, Supervisor, Jury Commission Coordinator, Administrative Assistant, intermittent Part-time, confidential, managerial and supervisory Employees as defined by the Act and All other Employees of the Employer.

1.02 In the event that any new or different classifications of Employees not listed above as being within the bargaining unit of this Agreement, or, in the event that the duties and responsibilities of any of the classifications listed above are changed; and, the Parties are unable within a brief and reasonable period of time to determine whether it is appropriate and consistent with the Certification and with Article One either to include or to exclude such classification in the bargaining unit, then the Parties shall seek a clarification of such issues from the State Labor Relations Board.

ARTICLE TWO

RIGHTS RESERVED BY THE EMPLOYER

2.01 Except as limited by the express language of this Agreement, subject to the general administrative and supervisory authority of the Illinois Supreme Court, the Employer retains and reserves the sole and exclusive rights to manage and to control its properties and its operations; and to manage its business affairs; to direct its Employees, including the exclusive rights to hire, to assign, to transfer, to promote, to demote, to layoff, to recall, to evaluate performance, to determine qualifications, to discipline, to discharge for just cause, to make, modify, and enforce rules and regulations, to establish and effectuate policies and procedures, to set standards of performance, to determine the number of Employees, the duties to be performed, and hours and locations of work; to establish, change, or abolish positions, to discontinue any function; to sub-contract, to create any new service or function; to make any technological changes; to install in the work force, or whether such action requires an assignment of additional, or fewer, or permanently close all or any portion of its facilities and/or to relocate such facilities or any operations. Provided, that the foregoing rights may not be exercised in a manner which is in conflict with explicit provisions of this Agreement. Provided, further, that sub-contracting of bargaining unit work shall not have the effect of displacing bargaining-unit Employees in the offices of the Circuit Clerk. If sub-contracting of bargaining unit work will have the effect of displacing bailiffs, the Employer agrees to provide the Union with thirty days notice and, upon Union request, to discuss the matter with the Union.

The rights expressly reserved by this Article Two are merely illustrations of and are not inclusive of all the rights retained by the Employer. Rights reserved by management may not be exercised in a manner which conflicts directly with other express and explicit provisions of this Agreement.

The rights set forth above and any and all rights, powers, authorities, and prerogatives the Employer had before entering into this Agreement are retained and reserved by the Employer unless expressly and explicitly waived herein.

The Employer reserves the right to assign to or to allow Statutory Supervisors to perform any work for the Employer.

ARTICLE THREE

NO STRIKES, NO LOCKOUTS

3.01 During the term of this Agreement, there shall be no strikes, slow-downs, stoppages of work or interference in any form with work or operations for any reason, cause, or purpose during the term of this Agreement. The Union also expressly waives, for the term of this Agreement, any right to strike over matters which are not subject to the Grievance and/or Arbitration procedures of this Agreement.

3.02 Any Employee who engages in any strike, slowdown, stoppage of work, or interference with production or operations, including any wildcat or sympathy strike, during the term of this Agreement shall be subject to immediate discharge, and shall have no rights or recourse under this Agreement. Stewards, Committeemen, and all Employees who hold any office or position with the Union occupy a position of special trust and responsibility in maintaining and bringing about compliance with this provision. This provision shall not prevent any IBEW Local 21 Area Steward or Chief Steward from honoring any legal picket line conducted by IBEW 21; provided there shall be only one union representative covered by this exception.

3.03 There shall be no lockout of the Employees by the Employer during the term of this Agreement.

ARTICLE FOUR
GRIEVANCE, MEDIATION, AND ARBITRATION PROCEDURE

A. GRIEVANCE PROCEDURE

04.01 A grievance is defined as a complaint by an employee that a particular provision of this Agreement has been violated, or any non-contractual disagreement between any employee and management. The grievance and arbitration procedure set forth herein, and any other such procedure shall expire, become null and void, and shall not be enforceable after the expiration date of this Agreement.

04.02 If a grievance arises, it shall be handled in the following manner:

a) Disciplinary action by the Employer shall be taken within fifteen (15) calendar days after the Employer becomes aware of the act of omission which is the basis for the disciplinary action. Any employee having a grievance shall first discuss the matter with the immediate supervisor. If it is not settled promptly, the Employee may grieve as follows:

b) The grievant or his representative must set forth in writing the facts involved and the specific provision(s) of the Agreement (if any) alleged to be violated within fifteen (15) calendar days after the employee knew or should have known of the event giving rise to the grievance. This written grievance shall be signed by the Employee and/or his representative, and shall be submitted to the Employer. Within fifteen (15) calendar days after receipt of the grievance, the Employer's representative shall answer the grievance in writing.

c) If the answer of the Employer or its representative is not acceptable to the Union, the grievance shall be appealed to the Human Resource Director in writing no later than 14 calendar days after the Employer's answer. The Human Resource Director or his/her designee will meet with the Business Representative of the Union or his/her designee as early as practicable but within 30 days of mailing of the written appeal by the Union. The parties will mutually agree on a date and time for the meeting. A meeting at any step of the procedure may be recessed or reconvened at a later date if the Parties mutually agree. Either party may bring persons to the meeting to aid in the resolution or discussion of the grievance. The Human Resource Director will provide an answer in writing within 14 calendar days after the meeting.

d) If said answer is not acceptable to the Union, the grievance (if it pertains to the alleged violation of a particular provision of the Agreement) may be submitted to Arbitration if either party submits written Notice of Intent to Arbitrate by Certified Mail within forty-five (45) calendar days after the date of the Employer's answer.

While Arbitration of the dispute is pending, the grievance (if it pertains to the alleged violation of a particular provision of this Agreement) will be submitted to mediation pursuant to the below procedures upon the request of either party.

e) Failure of either party to comply with the time limits specified herein shall be construed to be an abandonment of the position taken on the grievance by the party failing to comply with said time limits. The time limits set forth in this Article may be waived only and without exception by written mutual agreement between the parties.

f) By mutual written agreement of the employer and the employee as represented by the union, grievances may be filed at the appropriate advanced step. Grievances may be withdrawn at any time by written agreement of the parties. If the parties agree in writing, the withdrawal of a grievance shall set no precedence for future practices or grievances.

g) The union may request from the employer copies of the specific documents relative to the grievance under consideration. Such request shall not be denied so long as (A) The request is made in a timely way giving the employer reasonable time to locate and copy such documents; (B) The request does not pertain to documents considered confidential by law or constitute an unwarranted violation of privacy as defined under the Freedom of Information Act. However, if the concern regarding confidentiality or privacy can be reasonably resolved by redacting documents or obtaining appropriate consent, the requested documents shall be provided. If a dispute arises due to privacy or confidentiality concern, the department head or their delegate, the union and the State's Attorney or Assistant State's Attorney shall meet to resolve the dispute.

4.03 Union business shall be handled by Stewards or other Union members only while off duty, unless mutually agreed otherwise, or pursuant to the procedures set forth in Article Ten, below.

B. MEDIATION PROCEDURE

4.04 If a Grievance is to be submitted to mediation, the Mediator shall either be appointed by the appropriate Federal Mediation and Conciliation Office or be selected by agreement between the Employer and the Union. When the parties fail to agree upon a Mediator within five (5) working days after agreement to mediate, the Union or the Parties, jointly, shall promptly request a list of seven (7) names from the Federal Mediation and Conciliation Service. The decision to choose will be made by the party requesting mediation.

4.05 The mediation hearing shall be conducted by the Mediator, at mutually agreeable times and places, or, following agreement of the parties, at times and places designated by the Mediator.

4.06 In conducting the hearing, the Mediator shall not be bound by rules of evidence or procedural rules, and the Parties shall be allowed, subject to the governance of the Mediator, to present their respective facts and arguments as they see fit.

4.07 At the conclusion of the hearing, the Mediator may attempt to obtain a compromise between the Parties, and may, in conjunction with such efforts, give the Parties an advisory settlement proposal, which may advise the parties of the ruling the Mediator would expect if the matter were to be submitted to Arbitration and the reasons therefore, on the basis of the facts presented, the applicable contract provisions, and the positions of the Parties.

4.08 The opinion of the Mediator shall be advisory. If it is or is not accepted by the Parties, it shall not be admissible evidence in, and it shall be forever excluded from, any subsequent Arbitral, Administrative, or Judicial Proceeding.

4.09 Each party will pay its own participants and its own witnesses. The Parties will share equally only the fee and expenses of the Mediator, and the cost, if any, of the hearing room. Grievances which do not pertain to the alleged violation of particular provisions of this Agreement are not subject to Mediation, even though such grievances may have been entertained by the Parties in other steps of the procedures set forth in this ARTICLE FOUR.

C. ARBITRATION PROCEDURE

4.10 If either Party submits a Grievance to Arbitration, the Arbitrator shall be selected by agreement between the Employer and the Union. When the parties fail to agree upon an arbitrator within five (5) working days after agreement to arbitrate, the Union or the Parties, jointly, shall promptly request a list of seven (7) names from the Federal Mediation and Conciliation Service. Either Party may reject the first, and request a second list of seven (7) more names, after prompt notice to the other Party. Each Party shall alternately strike names, the moving Party striking first, from the list employed by the Parties until one (1) name remains, which shall be the Arbitrator selected.

4.11 The Arbitrator shall have no power to add to or to subtract from or to alter or modify any of the express terms of this Agreement, or to ignore or to imply any term or provision. Within the foregoing limitations, the decision of the Arbitrator on the Grievance submitted shall be final and binding. Grievances which do not pertain to the alleged violation of particular provisions of this Agreement are not subject to Arbitration, even though such Grievances may have been entertained by the Parties in other steps of the procedures set forth in this ARTICLE FOUR.

4.12 Each party will pay its own participants and its own witnesses. The Parties will share equally only the fee and expenses of the Arbitrator and the cost, if any, of the hearing room and reporter.

MEMORANDUM OF AGREEMENT

DISCIPLINE AND DISCHARGE:

Special work standards or rules in addition to those established by this contract may be established by the Employer in each department, or by the County in its personnel policy. However, no policy, standard or work rule(s) may conflict with the provisions of this contract. No employee may be disciplined for a violation of any policy, work rules, or standard unless the Employee and the Union have been advised in writing of such policies and rules. Such notice shall be given to any steward of the union representing the department or office instituting the work rule or policy. Any such additional policies or rules shall be in written form and be on file with the Human Resources Director.

Any discipline imposed upon any Employee shall be done in a manner that will not embarrass the Employee.

ARTICLE FIVE

DEFINITIONS

When used in this Agreement, the following terms will be construed to have the following meaning:

5.01 The term "Regular full-time Employee" shall be construed to mean non-probationary persons who are included in the bargaining unit represented by the Union and are regularly scheduled to work (28) or more hours per week.

5.02 The term "Short-term" Employee shall be as defined in the Act, an Employee who is employed for less than two consecutive calendar quarters during a calendar year and who does not have reasonable assurances that he/she will be re-hired by the same Employer for the same service in a subsequent calendar year. The Employer shall have the right to employ Short-term Employees to perform any work required. Such Employees shall not cause the lay-off of Regular Employees and shall be entitled to no benefits in addition to the payment of their wages for times when they are actually employed and working.

5.03 The term "Regular part-time Employee" shall be construed to include those non-probationary persons who are regularly scheduled to work less than twenty eight (28) hours in a regular work week.

ARTICLE SIX

SENIORITY

6.01 For purposes of benefit accrual, seniority shall be defined as each Employee's length of continuous service with the county since his or her last date of hire. For all other purposes, seniority shall be defined as an Employee's length of continuous service within his or her office or department since his or her last date of hire.

6.02 All new or rehired, reassigned, or promoted Employees shall be required to serve a probationary period of at least 90 calendar days. Notwithstanding, Probation Officers in the Probation Office shall be required to serve a probationary period of six months plus the completion of statutory and state requirements. However, Employees of the Probation Office will be entitled to accrue personal days upon completion of 90 days of their probationary period.

Reassigned or promoted Employees who have previously completed a probationary period in another position of classification within the same office or department shall, upon the mutual agreement of the Employer and Union, be returned to their former classification with no loss of seniority any time during their new probation period due to the inability to perform the duties and responsibilities of their new position. Promoted Employees who successfully complete the new probation period shall receive the rate of pay for the new position retroactive to the beginning of the probation period.

Employees serving a probationary period in the Probation Office or in the Circuit Clerk's office shall receive a written performance evaluation no later than sixty calendar days after the beginning of their probationary period. Such Employees may not be returned to their original classification unless they have received an evaluation advising them of deficiencies and have had the opportunity to make appropriate corrections.

6.03 During the probationary period, each Employee's suitability for employment beyond such period shall be evaluated by the Employer. The Employer shall retain the unqualified right to terminate the employment of any probationary Employee at any time without prior notice or assignment of reasons. No probationary Employee shall have any rights or recourse under this Agreement, in regard to the termination of his or her employment.

6.04 The Employer shall annually post a seniority list by office or department, and shall notify the Union no later than the close business of the next working day that the posting has been done. Employees shall have ten (10) working days after the posting of the first list containing their names, to object to their seniority standing, or the date will be considered forever to be correct and binding upon the Employees and the Union. Upon request, a current seniority list will be sent to the Union.

6.05 For the purpose of any notice required herein, each Employee shall be responsible for having his current address and telephone number on file with the Employer.

6.06 An Employee shall forfeit his or her seniority and status as an Employee:

- a) If he or she quits, is discharged, is otherwise terminated, or retires.
- b) If he or she performs no work for the Employer for a period of twelve (12) months, or a period equal to his or her seniority, whichever is shorter, less any concurrent period of paid absence or unpaid leave of absence; or any temporary period of absence because of an injury or illness arising from his or her employment with the Employer and covered by the Workers Compensation Act.
- c) If he or she fails to report for work within ten (10) calendar days after notice of recall is mailed to his or her address of record, pursuant to Section 06.07 below.
- d) If he or she fails to return to work at the end of a leave of absence or vacation, unless such failure was due to a reason beyond the Employee's control.
- e) If he or she is absent from work for three (3) working days without notice to his or her immediate supervisor within a 24 month period unless circumstances prohibited the Employee from providing such notice. However, nothing in this Agreement shall be construed to limit the Employer's right to discharge an Employee for excessive absence or tardiness.

6.07 In the event that it becomes necessary to lay off Employees for any reason, the Employer shall notify the Union and negotiate the planned lay off. If an agreement is not reached, then they shall be laid off in the inverse order of their seniority, within Office or Department and Classification after temporary, casual, and probationary Employees. In the event of recall, Employees shall be recalled in order of their seniority, within their Departments or Office and Classifications. No new Employees shall be hired into a Classification, Office, or Department until all Employees on layoff from such Offices, or Departments, and Classifications desiring to return to work have been offered recall to such Offices, or Departments, and Classifications. Employees to be recalled will be sent a notice of recall by Certified Mail, Return Receipt Requested, to their address of record. For purposes of this paragraph, a bailiff is not considered to be "laid off" merely because his or her monthly schedule contains consecutive days or weeks in which no work is scheduled.

6.08 Before other means are utilized, notices of vacancies and new positions shall be posted by the Employer within the office or department in which the vacancy exists for five (5) days, but the Employer may fill such vacancies and new positions immediately pending final selection of an applicant. In addition, the Employer shall send a copy of the notice of vacancy to the County Director of Human Resources. Any Employee desiring to fill any such posted vacancy or new position shall make application in writing to the

Employer within such five (5) day posting period. The Employer reserves the right to refuse the same Employee more than two (2) classification changes in any twelve (12) month period as a result of job posting. Laid off Employees shall be given automatic consideration for any position for which they are qualified for a period of twelve (12) months, or the length of their seniority, whichever is shorter.

6.09 Promotions and the filling of vacancies and new positions shall be made on the basis of knowledge, physical fitness when the nature of the job makes physical fitness an appropriate consideration, training, ability, demonstrated work habits, and efficiency. Where these factors are relatively equal, seniority shall be the determining factor. Time and financial resources permitting, consideration will be given to Employees for the “on the job” training for other positions within the department.

6.10 Employees who are temporarily assigned to positions which are within their departments, but are outside the bargaining unit, shall not forfeit their seniority, provided, that such temporary assignment is no longer than three (3) months or extended for a longer period of time by mutual agreement. If the entry level pay rate for the position to which the Employee is assigned is higher than the Employee’s pre-assignment rate, the Employee while in the temporary assignment shall receive the entry level rate of pay.

ARTICLE SEVEN

WORK DAY, WORK WEEK, HOURS & OVERTIME

7.01 The normal work week for regular Full-time Employees shall consist of forty (40) hours in five (5) consecutive days, Monday through Friday. The normal work week for Part-time Employees will be established by the appropriate supervisor.

7.02 The normal work day for all Employees shall consist of eight hours per day, which includes a paid lunch period and two paid ten (10) minute breaks.

7.03 The normal office hours shall be 8:00 A.M. to 4:30 P.M. or as required by statute or operational requirements. Lunch periods are to be scheduled near the mid-point of the work day and breaks are to be scheduled during the first and second half of the work day, if conditions within Employer's control permit.

7.04 The Official or Department Head in each Department or Office shall establish the scheduled starting and quitting times for specific job classification or divisions within each Department or Office according to statutory and operational requirements.

7.05 The Employer reserves the right to schedule Employees within different job Classifications, Divisions, and Departments on staggered schedules in order to maintain continuous operations whenever the Employer concluded that such actions are necessary or appropriate.

7.06 Employees will be paid overtime pay or compensatory time at the rate of time and one-half for all hours worked in excess of 40 hours worked in work week. A total of 32 hours of compensatory time may be carried over into the next calendar year if the employee chooses to carry over any time.

7.07 All Bailiffs are guaranteed four (4) hours pay if they are scheduled or called in to work A.M. shift. All bailiffs are guaranteed four (4) hours pay if they are scheduled or called in to work P.M. shift. If any Bailiff works the A.M. shift and then schedule carries over into P.M. shift that Bailiff would be paid as follows, EXAMPLE: A.M. SHIFT WORKED 8:00 A.M. – 11:15 GUARANTEED 4 HOURS PAY. THEN HAD TO WORK 1 HOUR 30 MINUTES P.M. SHIFT – TOTAL TIME WORKED IS 5 HOURS 30 MINUTES. The same example is used if any Bailiff works in the P.M. shift but gets called in to work for A.M. shift, Bailiff would be guaranteed 4 hours pay for P.M. shift and then any hours worked in the A.M. shift. If prior to reporting for work a Bailiff is notified by the Employer that the schedule has been changed and that the Bailiff is no longer scheduled for work, the guarantee does not apply. It is understood that if the Court House is closed this guarantee does not apply. If any Bailiff works over eight (8) hours per day, an additional \$1.00 per hour will be added to their regular wages for each hour over eight (8) that is worked.

7.08 The monthly bailiff schedule will be posted no later than the third Friday of each month at 4:00 p.m. As noted below, in order to accommodate every bailiff's schedule, trading is encouraged and will be accepted by management.

Because of increasing court business and the December, 1998 addition of a new judge in Vermilion County, requests for specific days off will not be accepted. Requests for blocks of time off i.e. time off for a week or more (for purposes of unpaid vacation), received thirty days in advance, will be honored. Additionally, bailiffs may trade days off provided the bailiffs note the trade on the posted master schedule, and provided that the trade does not result in pay at overtime rates, and does not change the bailiff status from that of Part-time Employee. Should a trade be arranged by a bailiff and the second bailiff fails to honor the obligation, the second bailiff, i.e. the bailiff who last assumed responsibility to work the day in question, will be held responsible. In no case shall the Employer be responsible for any inequitable or otherwise inappropriate distribution of work brought about by trades arranged by bailiffs. In the event an emergency occurs preventing a bailiff from covering an assignment or from arranging for coverage by another bailiff, the bailiff shall immediately advise the Court Administrator who will then arrange for coverage.

Work not appearing on the bailiffs' schedules at the time of the monthly assignments, subsequently becoming available for such reasons as sick leave, time off, or previously unscheduled hearings, will be rotated among the bailiffs beginning with the most senior. Deviations from this preference may occur depending upon the advance notice to the Employer of the need for such work and the availability of the bailiffs to report for such work. The sole remedy for a violation of this paragraph shall be to provide the bailiff with an appropriate preference for future assignments.

7.09 A probation officer shall receive one (1) day comp time for each week on call. The day shall be taken on a mutually agreeable day. In addition to the above an officer(s) "on call" who are designated to transport juveniles to or from a detention facility after normal working hours shall receive one and one half (1 1/2) hours compensatory time off for every hour actually transporting juveniles. The Employer retains the discretion to terminate or modify this program or to transfer such transportation duties to persons other than probation officers.

7.10 Any Employee in the office of the Circuit Clerk that is required to work on an evening that is scheduled to work on the Court Calendar and does work will receive a minimum (1) one hour of comp time. Any employee that works more than one half hour will receive comp time at the rate of time and one half.

7.11 Any Employee in the office of the Circuit Clerk that is required to work on an evening that is scheduled to work on the Court Calendar and does work will be guaranteed one (1) hour of comp time. Time exceeding an 8 hour work day refer to Article 7.06.

ARTICLE EIGHT

BULLETIN BOARDS

8.01 The Employer will designate areas on or for Bulletin Boards for posting of notices signed by an Official of the Union and directed to Employees represented by the Union.

ARTICLE NINE

NO DISCRIMINATION

9.01 Neither the Employer nor the Union shall discriminate against any Employee on account of race, creed, color, religion, age national origin, ancestry, sex, marital status, disability unrelated to the ability to perform, nor because of participation or non-participation in lawful Union activity.

ARTICLE TEN

UNION BUSINESS, DUES, FAIR SHARE, & DEDUCTIONS

10.01 Duly authorized non-Employee representatives of the Union on the basis of prior arrangements made with the Employee representative in charge of the area involved will, where feasible and proper, be allowed to enter upon the Employer's premises when necessary for purposes of administration of this Agreement. Such activities will be conducted without interruption or interference with the Employer's operations.

10.01(a): Whenever new Employees are hired in any bargaining unit of this Agreement and the Employee is a part of the bargaining unit, the Employee shall be granted time off to attend a 30 minute orientation with a union representative. The Employer shall establish a regular time each month for all new Employees meeting the requirements of this section to be made available to the Union at a mutually agreed upon place. The Union Representative will not be paid by the Employer or the County for this orientation period.

10.02 There will be no Union activity or business conducted by Employees during their working hours, unless a duly authorized Union Official or Committeeman or Steward employed by the Employer is relieved of his duties to engage in or conduct business which cannot be performed outside working hours. Such Employee shall advise his or her immediate supervisor of such circumstances and request to be relieved of his or her duties for the period necessary to handle the matter. Permission shall be granted unless the supervisor determines that the Employee cannot be released because of the Employer's operational requirements.

10.03 The Union will notify the Employer in writing of the designation of any Employees as Union Representatives and of any changes in such designations.

10.04 The Employer shall deduct monthly from the pay of such bargaining unit Employee from whom it has received a written authorization to do so the amount certified by the Union to be the amount required for payment of monthly membership dues and uniform initiation fees, and remit the sums deducted to the Union within twenty (20) working days after the deductions are made.

10.05 All bargaining unit Employees who are not members of the Union and who do not become members of the Union within thirty (30) days of the effective date of the Agreement or of their employment, whichever is the later, and continuing during the term of this Agreement, so long thereafter as they are not member of the Union, shall pay to the Union each month their fair share of the costs of services rendered by the Union which are chargeable to non-members under applicable law, as certified by the union to the Employer, and which may not exceed the monthly dues uniformly required of members of the Union. Upon receipt of said certification, the Employer shall deduct monthly and remit to the Union within twenty (20) working days thereafter the required

fair share contribution from the pay of any Employee who has not authorized the deduction of Union dues pursuant to 10.04, above.

10.06 The Employer shall be relieved from making the above deductions upon termination of employment, transfer from the bargaining unit, revocation of the authorization; and, the Employer shall not be obligated to deduct dues from an Employee's pay during any month in which the Employee's pay is less than the amount to be deducted.

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

10.08 All Employees shall be members in good standing or pay fair share, in accordance with the provisions of this Agreement.

a) The Union shall submit to the Employer an affidavit which specifies the amount constituting each Employee's fair share contribution, and which describes the rationale and method by which the fair share contribution was determined, including a list of expenditures which were included and excluded in determining the fair share contribution.

b) The Union shall prepare a notice containing the fair share fee information specified in paragraph a) of the ARTICLE TEN, above, and advising that any non-member may object to the amount of the fee (1) through the Union's internal appeal procedure, culminating in arbitration, by sending a letter to the President by certified or registered mail or by delivery to the Union's office, at any time after the notice but within sixty (60) days after the first wage payment of the year from which his/her fair share fee has been deducted, or (2) by filing an unfair labor practice charge against the Union with the Illinois State Labor Relations Board in accordance with the Rules of the State Labor Board, or (3) by taking any other action available to them at law or equity.

c) The Union shall distribute the notice described in subsection (b) by (1) posting it and the Union Internal Review Procedure, and (2) providing business agents and stewards with copies of the notice for distribution to non-member Employees, and (3) providing additional copies to the Employer.

d) A copy of the Union Internal Appeal Procedure culminating in arbitration of any objector's claims shall be supplied to the Employer. The Union shall advise the Employer of any subsequent changes therein.

e) Upon the Union's receipt of notice of an Objector's challenge to the fair share contribution determined by the Union, the Union shall deposit in an escrow Account, separate from all other Union funds, the amount of fair share payment received on behalf of an Objector or Objectors that is fairly placed at issue by the Objection(s), but not less than thirty-three percent (33%) of the fair share fee. The Union shall furnish Objectors and the Employer with verification of the terms of the escrow arrangement and, upon request, the status of the fund as reported by the bank.

The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrow fund be outside of the Union's control until the final disposition as provided for herein; and that the escrow fund will terminate and the fund therein be distributed only by the terms of an ultimate award, determinations, or judgment including any appeals, or by the terms of a mutually agreeable settlement between the Union and an Objector or group of Objectors.

f) If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the Employer to reduce deductions from the earnings of non-members to said prescribed amount.

g) The rights of non-association of Employees based upon bona fide religious tenet or teaching of a church or religious body of which such Employees are members are safeguarded in accordance with Section 6(g) of the Act. Such Employees shall pay an amount equal to their proportionate share determined under a proportionate share agreement to a non-religious charitable organization mutually agreed upon by the Employees affected and the exclusive representative to which such Employees would otherwise pay such fee. If the affected Employees and the exclusive representative are unable to reach an agreement on the matter, an organization shall be chosen by the Employee from an approved list of charitable organizations established by the Illinois State Labor Relations Board.

ARTICLE ELEVEN

LEAVES OF ABSENCE

11.01 ELIGIBILITY. Any regular full or Part-time Employee may request a leave of absence without pay.

11.02 APPLICATION. Any request for a leave of absence shall be submitted in writing by the Employee to the Office Holder, Department Head, or their designee, with a copy to the Director of Human Resources, by the Employee stating the reason for the leave and the length of time requested.

11.03 APPROVAL. Any requested leave of absence shall be subject to the approval of the Office Holder, Department Head, or their designee.

11.04 OTHER EMPLOYMENT. Employees granted leaves of absence are prohibited from accepting other employment while on leave and shall be deemed to have voluntarily terminated their employment with the Employer if they violate this provision.

11.05 EXTENSION. When an Employee requires an extension, a request for an extended leave of absence shall be submitted and processed in accordance with the procedures set forth above.

11.06 RETURN. Upon their return, Employees granted a leave of absence shall not have any guarantee of reinstatement to the position held before taking their leave of absence, but shall be entitled to exercise their seniority rights as set forth elsewhere herein, and if reinstated, will be entitled to any change of benefits or wages received by bargaining unit members during their leave of absence provided such leave of absence was not in excess of ninety calendar days.

11.07 Subject to the needs of the Employer and its operations, the Employer agrees to grant leaves of absence without pay for periods not to exceed two (2) weeks to any Union official or member for purposes of Union business, provided the Department Head for the Department in which the Employee works is notified in advance of the requested leave of absence and its duration and is able to make adequate scheduling arrangements to have the Employee's job covered during such absence.

11.08 During leaves of absence in excess of thirty (30) calendar days, Employees shall not be entitled to or earn any vacation or holiday benefit, and shall be obligated to assume the full costs of any insurance-related benefit during such periods.

11.09 FAMILY AND MEDICAL LEAVE. Vermilion County provides its Employees with benefits under the Family and Medical Leave Act of 1993 ("FMLA"). The FMLA established a minimum labor standard to balance the demands of the workplace with the needs of families through job protected unpaid leave.

11.10 ELIGIBLE EMPLOYEES to be eligible for FMLA leave benefits, an Employee must:

- 1) Have work for the county for at least 12 months before the leave request;
and
- 2) Have worked 1,250 hours in the 12 months prior to a request for FMLA leave.

11.10.01 FMLA LEAVE. Eligible Employees are entitled to take up to 12 weeks of job protected, unpaid leave during any 12 month period. "Any 12 month period" means the 12 month period measured forward from the date an Employee's FMLA leave begins. For example, an Employee would be entitled to 12 weeks of FMLA leave during the year beginning on the first date FMLA leave is taken; the next 12 month period would begin the first time FMLA leave is taken after the completion of any previous 12 month period. Employees may, but are not required to, use available paid days off, such as vacation days, personal days, Option II days, or compensatory time during FMLA leave.

This allows an Employee to choose whether to use paid days off for income during FMLA leave or to save those paid days off when requesting FMLA leave. Rules for scheduling and use of paid days off when FMLA does not apply remain in effect.

FMLA leave may be requested for any of the following reasons:

- 1) Birth of the Employee's child;
- 2) Placement of a child with the Employee for adoption or foster care;
- 3) To care for a child, spouse, or parent with serious health condition;
- 4) When the Employee is unable to perform the function of his or her position because of serious health condition.

A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- 1) Any period of incapacity or treatment in connection with or consequent to inpatient care (i.e. an overnight stay in a hospital, hospice, or residential medical care facility);
- 2) Any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider;

3) Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that, if not treated, would likely result in a period of incapacity of more than three calendar days; and

4) For a period of prenatal care.

“Continuing care by a health care provider” means one or more of the following;

1) The Employee or a family member in question is treated two or more times for the injury or illness by a health care provider. Normally this would require visits to the health care provider or to a nurse or physician’s assistant under direct supervision of the health care provider;

2) The Employee or family member is treated for the injury or illness two or more times by a provider of health care services, (i.e., physical therapist) under orders of, or on referral by, a health care provider, or is treated for the injury or illness by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider - for example, a course of medication or therapy to resolve the health condition;

3) The Employee or family member is under the continuing supervision of, but not necessarily being actively treated by a health care provider due to a serious long-term or chronic disability which cannot be cured. Examples include persons with Alzheimer’s, persons who have suffered a severe stroke, or persons in the terminal stages of a disease who may not be receiving active medical treatment.

Voluntary cosmetic treatments (such as most treatments for orthodontia or acne) which are not medically necessary are not “serious medical conditions”, unless inpatient hospital treatment is required. Routine preventive physical examinations are excluded.

Medical certification is required when FMLA is claimed due to an Employee’s serious medical condition or care for a child, spouse, or parent with a serious medical condition (see, Section 11.10.04).

FMLA leave taken for the birth of a child, or for placement of a child for adoption, of foster care, must be completed within one year of the birth of placement.

Contact the Human Resources Director for more information concerning qualifying events and availability of leave.

11.10.02 EMPLOYEE RESPONSIBILITIES. The following procedures apply to FMLA leave:

- 1) An Employee intending to take FMLA leave must request FMLA leave by providing 30 days written notice if the need to take FMLA leave is foreseeable, and must make a reasonable effort to schedule FMLA leave so as not to disrupt departmental operations. If the need for FMLA leave is not foreseeable, the Employee must indicate the qualifying reason for the request and the amount of time requested.
- 2) Employees electing to use paid days off during FMLA leave should request the same, in writing, when requesting FMLA leave, or as soon thereafter as possible.
- 3) Employees must provide medical certification of the serious health condition necessitating FMLA leave within 15 calendar days of a request for such certification (see, Section 11.10.04). Failure to provide certification within this stated time limit may delay the FMLA approval, or the request may be denied.
- 4) Employees taking 10 or more consecutive days of FMLA leave due to a serious health condition may not return to work without providing medical certification of their ability to work (see, Section 11.10.04).
- 5) Failure to return to work after FMLA leave (or any extension of FMLA leave) will result in termination of employment, unless a leave of absence is granted or the absence is otherwise authorized.
- 6) Fraudulently obtaining FMLA leave shall be just cause for immediate termination.

11.10.03 MEDICAL CERTIFICATION. Medical certification is required when FMLA leave is for the Employee's serious health condition, or for the serious health condition of the Employee's child, spouse, or parent. Medical certification shall be provided by the Employee on forms provided by the Human Resources Director within 15 calendar days of the Human Resource's Directors request for certification.

11.10.04 MEDICAL CERTIFICATION OF ABILITY TO RESUME WORK. An Employee who has taken 10 or more consecutive days of FMLA leave for the Employee's own serious health condition must provide medical certification of his or her ability to return to work on the form provided by the Human Resources Director. An Employee may not return to work without providing the required medical certification.

11.10.05 OTHER EMPLOYMENT. Employees on FMLA leave who accept Full-time employment while on leave shall be deemed to have voluntarily terminated their employment with the Employer, if such employment is inconsistent with the reason for which the FMLA leave was granted.

11.10.06 EMPLOYMENT AND BENEFITS PROTECTION. Employees who return from FMLA leave will be restored to the same or an equivalent position as provided in U.S. Department of Labor Relations.

Taking FMLA leave will not result in the loss of any employment benefits accrued before the leave, nor does it entitle the Employee to any right, benefit, or position of employment other than those to which the Employee would have been entitled had the Employee not taken the leave. For example, if the Employee's position would otherwise have been eliminated due to a reduction-in-work-force, the fact that the Employee is on FMLA leave does not immunize the Employee from displacement. An Employee enrolled in the County's group health insurance program may elect to continue the health insurance coverage during periods of FMLA leave. The Employee must make arrangements with the County Board Office to pay the appropriate Employee contributions in a timely manner. When permitted by U.S. Department of Labor regulations, the county may seek to recover contributions made by the County for the Employee's group health insurance premiums during FMLA leave.

11.10.07 PROHIBITED COERCION. It is unlawful for any Employee to intimidate, threaten, or coerce, or attempt to coerce, any other Employees for the purpose of interfering with the Employee's rights to job-protected FMLA leave. The terms "intimidate, threaten, or coerce" include promising to confer or conferring any benefit (such as appointment, promotion, or compensation), or taking or threatening to take any reprisal (such as deprivation of appointment, promotion, or compensation).

ARTICLE TWELVE

VACATIONS

12.01 All regular Full-time Employees with one or more years of continuous service shall be entitled to vacation time with pay according to the following schedule effective January 1, 2005. All prior vacation time scheduled for 2004 will be granted according to previous contract.

Years of Service	Days of Vacation
One	5
Two - six	10
Seven -eleven	15
Twelve - twenty-one	20
Twenty-two	25

12.02 Years of service are based upon calendar years.

12.03 Absent mutual agreement between the Employer and the Employee, an Employee cannot accrue or accumulate vacation time or vacation pay from year to year. If such an agreement is made, the Employer will provide the Union with timely notice thereof.

12.04 The Employer reserves the right to schedule vacations on the basis of operating requirement, but will give due regard to the Employees' wishes with preference being given to the Employees with the greater seniority. After an Employee's vacation has been approved and scheduled, it cannot be changed except by agreement between the Employee and the Employer.

12.05 Employees who are terminated, resign, or retire shall receive any earned but unpaid vacation pay on their next pay date at their current pay rate. No vacation benefits are earned during leaves of absence in excess of thirty (30) calendar days.

12.06 Any Employee who becomes unable to take his or her vacation due to an illness or injury which begins before his or her scheduled vacation will be rescheduled for a vacation after he or she is recovered. If there is insufficient time remaining in the year to schedule the entire vacation, the Employee will, nevertheless, receive his or her vacation pay.

12.07 Vacation schedules in each Office, Department, or functional entity will be developed during the month of October of each year. Vacation schedules should be comprised of bargaining unit employees only; however, in the rare instance that a supervisory person is included due to the size of the office, all selections will be done on a seniority basis. Upon request, a representative of the Union will be invited to attend a meeting for this purpose. Employees will be notified in writing by January 1 of the approval of their vacation for the following year.

ARTICLE THIRTEEN

FUNERAL LEAVE

13.01 In the event of a death in the immediate family each regular Employee shall be allowed three (3) working days off without loss of pay to attend the funeral and to arrange the details associated with the death and funeral. The immediate family consists of spouse, parents, grandparents, children, grandchildren, step grandchildren, brother and sisters, stepmother, stepfather, parents-in-law, and stepchildren, or other relatives living with the Employee.

13.02 In the event of the death of aunts, uncles, son-in-law, daughter-in-law, and brothers and sisters in law, the Employee shall be allowed one (1) working day off without loss of pay to attend the funeral.

13.03 As much notice as possible must be given for all funeral leave. "Funeral" shall include a memorial or other equivalent service.

13.04 One (1) additional working day with pay will be granted if travel to the funeral is 200 miles one way and the Employee provides evidence of having attended the funeral. Abuse of the privileges granted in this Article 13 shall be grounds for disciplinary action.

13.05 For purposes of this Article, a "working day" is defined as a regularly scheduled working day for the employee.

13.06 Bailiffs are excluded from the provisions of the Article 13.

ARTICLE FOURTEEN

HOLIDAYS & HOLIDAY PAY, PERSONAL DAYS

14.01 Subject to the supervisory and administrative authority of the Supreme Court of Illinois, the holiday schedule will be set forth by the Chief Judge, or subject to the approval of the Chief Judge, by the Presiding Judge in Vermilion County. Employees shall receive a minimum of fourteen (14) holidays for the contract year beginning December 1, 2009 and ending November 30, 2010. All future holidays shall be as set by the Supreme Court of Illinois. In the event that the Supreme Court of Illinois sets the number of holidays less than fourteen (14), the days so reduced shall remain as floating holidays and shall be scheduled by the employee with the approval of the Employer. All requests will be honored, if feasible, based on staffing needs. The holiday schedule shall be submitted to the Union on or before December 20th of each year.

14.02 Regular Full-time Employees are entitled to Holiday benefits under the following conditions:

a) The Employee must have worked the entire shift on his last scheduled day before and his first scheduled day after the Holiday, unless excused. Employees who do not work the last work day before and the first work day after a Holiday because they are on layoff or leave of absence are not eligible for Holiday pay.

14.03 Holidays that fall within an Employee's vacation period will not be considered as part of the vacation, and the Employee shall receive his holiday pay in addition to vacation pay, or he shall observe the Friday before or the Monday after the vacation at the option of the Employer.

14.03(a) All bailiffs who have completed five (5) years of continuous service will be entitled to a full day's pay for the Fourth of July, Thanksgiving Day and Christmas Day holidays per year for the length of this Agreement.

14.04 Employees who are eligible for holiday pay shall receive a full day's pay at their then current rate.

14.05 PERSONAL DAYS AND EARNED DAYS OFF

(a). CURRENT EMPLOYEES as of 1 DECEMBER. All non-probationary regular Full-time Employees and all probation office Employees who have completed 90 days of service as of 1 December shall earn personal days off, with pay in accordance with the following schedule, up to a maximum of 12 days.

Month	Number of Days Earned
December	03
January	04
February	05
March	06
April	07
May	08
June	09
July	10
August	11
September	12
October	12
November	12

(b) EMPLOYEES HIRED after 1 DECEMBER. For any Employee hired after 1 December in any contract year, non-probationary regular Full-time Employees and all probation office Employees who have completed 90 days of service shall earn 3 personal days as of the 1st of the month following the Employee completing probation or a probation office Employee completing 90 days of service. The Employee shall then earn 1 additional personal day on the 1st of each month to a maximum of 12 days earned.

If an Employee wishes to use one or more personal days off, the Employee must make a request no less than two days in advance. All requests will be honored, if feasible, based upon scheduling requirements. Personal days off will be granted on the basis of office requirements and Employee seniority in the event of a conflict. An Employee shall be paid for any unused personal days remaining on 30 November, not exceeding a total of 10 personal days.

14.07 Employees shall retain their Option II banked hours pursuant to the Policy 09.00.

14.08 Each December 1st, in lieu of payment for personal days, Employees may elect to bank any or all unused personal days from the first 10 earned. Personal days in excess of the 10 days for which an Employee may be paid may not be banked. No Employee shall be allowed to bank more than thirty (30) days. Employees must elect in writing to bank the unused personal days. The completed election form must be signed by the Employee and the elected official or department head and forwarded to the Human Resources Director prior to November 15th. Personal days in excess of the 10 days for which an Employee may be paid may not be banked.

Banked days are to be used in blocks of ten (10) or more days for a catastrophic or lengthy illness. Upon termination or retirement, Employees will be paid for any remaining banked personal days at current rate of pay.

ARTICLE FIFTEEN

JURY DUTY

15.01 Regular Full-time Employees who are required to serve on a jury during their regularly scheduled work time shall receive their regular pay for such period of time, provided that such Employees verify the time thus spent and turn over to the Employer all compensation received for service on jury duty.

15.02 Employees will be required to report for work for any part of the work day not required for jury duty.

15.03 For purposes of seniority and benefits, time spent on jury duty shall be considered as time worked for the Employer.

ARTICLE SIXTEEN

LIFE INSURANCE, MEDICAL INSURANCE & DEDUCTIONS

16.01 The Employer will purchase ten thousand dollars (\$10,000) of life insurance for Employees who work over one thousand (1000) hours per year.

16.02 Payroll deductions are made, when requested, for health insurance program, AFLAC insurance, First Illinois Credit Union, United Fund, any county-authorized program and direct deposit of paychecks.

16.03 Effective January 1, 2007, the Employer will pay \$184.50 per month of the premium cost for each full or part-time Employee when participating in the County sponsored health insurance plan. This amount will also be paid if any employee participates in family coverage under the health insurance plan.

Effective January 1, 2008, and for the duration of this contract, the County shall increase it's contribution by an amount equal to 50% of the increase in premium for the single-person coverage established under the currently offered \$1000 deductible plan. If the County changes health insurance plans, any increase in the then current County contribution shall be calculated upon the premium increase in the health insurance plan with the smallest premium increase.

If the County changes the PPO or other lower cost insurance provider, the county shall offer a plan substantially will offer deductibles and out-of-pocket expense limitations which do not exceed those of the currently offered \$250 deductible plan.

16.04 Open enrollment for health insurance will be during the month of November of each year. New Employees shall be eligible to participate in either health insurance program after three (3) months of Full-time continuous service.

16.05 The County will also adopt an S-125 plan, which shelters qualifying insurance premiums for the Employee. Participation in the S-125 plan is voluntary.

16.06 Due to the rising cost of health insurance, the County agrees that a regular search will be made for the most appropriate and economical plan. The local Chief Steward or his designee and one representative from the bargaining unit shall be eligible to sit with the County on any meetings designed to seek alternative health plans. The County reserves all rights to select and manage any insurance plan for the County, but agrees that the local Chief Steward or his designee and one representative from the bargaining unit shall have the right to comment and be part of the process of selecting appropriate health insurance plans.

ARTICLE SEVENTEEN

WAGES

Bargaining unit Employees hired as Circuit Clerks and all Clerical Employees hired in the Public Defender, and Probation Office during the term of this Agreement will be hired at the appropriate "G-Start" salary level set forth in Exhibit "C" which is attached hereto and incorporated by reference.

17.01 Beginning December 1, 2009, the starting salary for all full-time probation officers will be \$28,151.00.

Effective December 1, 2009, all bargaining unit members on payroll and who are still employed upon date of ratification shall receive either a \$250 increase on their current base wage or 1% of current base wage, whichever is higher.

Pay rates are subject to increase if required by State or Federal minimum wage laws.

Increases to probation officers are contingent upon satisfactory performance ratings. An individual probation officer that does not receive a satisfactory performance rating may grieve the rating.

In addition to the above increases, a merit raise of 2% to no more than 20% of the entire probation officer staff may be awarded. This component is non-grievable. This amount and the names of the individuals who will be getting the merit raise will be given to the Union Steward for reference.

NOTE: Retroactivity pay only applies to bargaining unit members who are on the payroll at time of ratification.

Commencing on December 1, 2003 a longevity program shall be instituted for the life of the contract to include Circuit Clerks, Public Defender, and Probation.

Longevity shall commence on the start of the 37th month of service and not increase after the 168th month of service has been calculated. The following schedule shall be used as an example for the first year:

Longevity pay increases only on December 1 each year based on the number of full years completed as of December 1. Longevity will be paid on the first pay day after December 1 as a lump sum.

37-48	\$120.00
49-60	\$240.00
61-72	\$360.00
73-84	\$480.00
85-96	\$600.00
97-108	\$720.00
109-120	\$840.00
121-132	\$960.00
133-144	\$1080.00
145-156	\$1200.00
157-168	\$1320.00

Effective December 1, 2003 and for the duration of this contract the longevity amount shall be \$10.00 per month.

EXAMPLE OF CALCULATION:

First year of longevity = \$10.00 per month

\$10.00 x 12 months = \$120.00

\$120.00 x number of years, (example 7 years = \$840.00)

All bailiffs who have completed three years of continuous service as of November 30 of each contract year shall receive longevity of \$10.00 per year for each year of service from start date. This amount shall not exceed One Hundred Dollars (\$100.00) each year. This longevity will be paid on the first pay day after December 1 in one lump sum per contract year.

17.02 The Employer will provide free parking for bargaining unit Employees.

**EXHIBIT "C" - SCHEDULE "G"
GENERAL SERVICES SALARY SCHEDULE**

CLASS	START as of December 1, 2007	As of December 1, 2008
G-5	\$15,600 ²	\$16,120 ³
G-6	\$16,231	\$16,555 ⁴
G-7	\$16,810	\$17,063
G-8	\$17,391	\$17,652
G-9	\$17,970	\$18,239
G-10	\$18,549	\$18,827
G-11	\$19,709	\$20,005
G-12	\$20,289	\$20,593
G-13	\$20,868	\$21,181
G-14	\$21,448	\$21,770
G-15	\$22,029	\$22,359
G-16	\$22,607	\$22,946

²As of 7/1/08 starting salary is \$16,120

³As of 7/1/09 starting salary is \$16,640

⁴As of 7/1/09 starting salary is \$16,952

ARTICLE EIGHTEEN

RETIREMENT

18.01 Employees who work at least six hundred (600) hours per year or twelve (12) hours per week are required to participate in the Illinois Municipal Retirement Fund.

ARTICLE NINETEEN

COMPLETE AGREEMENT AND WAIVER OF BARGAINING

19.01 This Agreement is the entire Agreement between the Employer and the Union. The Parties acknowledge that during the negotiations resulting in this Agreement, they each have had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects and matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the Parties after exercise of that right and opportunity are set forth in this Agreement.

ARTICLE TWENTY

SAVINGS AND SEPARABILITY

20.01 If any provisions of this Agreement are determined to be unlawful, the Parties shall not comply with such provision, but the remaining provisions shall not be affected thereby, and the Parties shall negotiate a lawful substitute for the unlawful provision.

20.02 No provision in this Agreement, which materially and adversely affects or interferes with the exercise of the constitutional, statutory, or inherent judicial powers of the Judiciary 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 court, no provision in the Agreement which materially and adversely affects or interferes with the exercise of the constitutional, statutory or inherent administrative powers of the Judiciary may be enforced, but the unenforceability of any such provision due to the emergency shall not cause the loss of wages or economic benefit to the members of the bargaining unit. In the event that the parties are unable to agree on a successor contract or wage reopener, nothing in this paragraph shall prejudice the Union respecting whatever right to strike that it may assert under law or other portions of this Agreement.

If this section is invoked, a joint committee consisting of two union appointed members and two management appointed members shall investigate the matter and make appropriate recommendations.

ARTICLE TWENTY ONE

DURATION AND TERMINATION

21.01 This Agreement, when approved and signed by the appropriate authorities for and on behalf of the Employer and the Union shall be in full force and effect from December 1, 2009 to November 30, 2012 and thereafter from year to year unless written notice of the desire to terminate or modify the Agreement is served by either party upon the other more than sixty (60) but less than one hundred twenty (120) days prior to the above date of termination or the anniversary of any renewal period hereof. Either party shall have the option to re-open the Agreement's provisions on wages/financials for the second and third year of this Agreement, provided written notice of the desire to re-open negotiations is given to the other party more than sixty (60) but less than one hundred twenty (120) days prior to the one year anniversary of December 1, 2009. Where written notice of termination is timely served, this Agreement shall terminate on the stated date of expiration unless the parties agree to extend this Agreement on terms which are acceptable to both parties.

FOR THE EMPLOYER

M. D. Clary
Presiding Judge

10/18/10
Date

[Signature]
Circuit Clerk

10-18-10
Date

FOR THE UNION

Ronald E. Kastner
Ronald Kastner
President/Business Manager

10/25/10
Date

SIDE LETTER OF AGREEMENT REGARDING BAILIFF SECURITY DETAIL

It is hereby agreed and acknowledged that the sheriff's office is assuming responsibility for all matters pertaining to courthouse security at the front door of the building. While the collective bargaining agreement shall establish the rate of pay for all bailiffs, and such other rights as are established under Article 7.07 and 7.08, for all other purposes, bailiffs working the security position at the front door are responsible to the Sheriff or his designee. The Sheriff, as agent of the Chief Judge, holds such rights as are reserved to management through the provisions of Article II of the collective bargaining agreement. Accordingly, he may establish reasonable rules and regulations for bailiffs who work the security position, may discipline such bailiffs (subject to the grievance article of the collective bargaining agreement) and may issue such orders to bailiffs relative to qualifications, training, scheduling, and reporting structure as are necessary.

Nothing herein shall restrict the Sheriff from utilizing the services of non bailiffs to perform the security function at the front door if there is an insufficient number of bailiff volunteers who meet the qualification determined by the Sheriff as appropriate for the position at the front door.

This letter of agreement shall have no effect on the rights and obligations of the Chief Judge, the Presiding Judge, the Sheriff or the Union relative to the possible creation by the Sheriff of the position court security officer (per 55 ILCS 5/3-6012.1) who may be assigned to operate the front door security device.