



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CIRCUIT CLERK OF OGLE COUNTY

AND

TEAMSTERS LOCAL UNION NO.722

ON BEHALF OF THE EMPLOYEES OF THE
OGLE COUNTY CIRCUIT CLERK'S OFFICE

EFFECTIVE: DECEMBER 1, 2013 - NOVEMBER 30, 2016

TABLE OF CONTENTS

Agreement 1

Article 1 - Purpose 2

Article 2 - Recognition 4

Article 3 - Management Rights 5

Article 4 - New Classifications 7

Section 4.1 - New Classifications 7

Article 5 - Non-Discrimination 9

Section 5.1 - Equal Employment Opportunity 9

Section 5.2 - Prohibition Against Discrimination 9

Section 5.3 - Union Membership or Activity 9

Article 6 - Dues Deduction & Fair Share 10

Section 6.1 - Dues Deduction 10

Section 6.2 - Fair Share 10

Section 6.3 - Indemnity 11

Article 7 - Union Rights 12

Section 7.1 - Union Access with Notification 12

Section 7.2 - Bulletin Board 12

Article 8 - Seniority 13

Section 8.1 - Definition 13

Section 8.2 - Probationary Period 13

Section 8.3 - Seniority List 13

Section 8.4 - Termination of Seniority 14

Section 8.5 - Seniority While on Leave 14

Section 8.6 - Vacancies 14

Section 8.7 - Reduction in Force & Recall	15
Article 9 - Hours of Work	16
Section 9.1 - Work Week	16
Section 9.2 - Overtime	16
Section 9.3 - Overtime Authorization	17
Section 9.4 - Breaks	17
Article 10 - Holiday	18
Article 11 - Vacation	19
Section 11.1 - Vacation Leave	19
Section 11.2 - Vacation Eligibility	19
Section 11.3 - Vacation Pay	20
Section 11.4 - Vacation Requests	20
Article 12 - Sick Leave	21
Section 12.1 - Sick Leave	21
Section 12.2 - Use of Sick Leave	22
Section 12.3 - Personal Days	22
Article 13 - Leave of Absence	23
Section 13.1 - Bereavement Leave	23
Section 13.2 - Unpaid Leave	23
Section 13.3 - Jury Duty Leave	24
Article 14 - Wages	25
Section 14.1 - Starting Rates of Pay	25
Section 14.2 - Chief Deputy	25
Section 14.3 - Wages	26
Section 14.4 - Vehicle Allowance	27

Article 15 - Insurance and Pension 28

Section 15.1 - Insurance and Pension 28

Section 15.2 - Pension 28

Article 16 - Discipline 29

Section 16.1 - Termination & Disciplinary Action 29

Section 16.2 - Principles of Progression 29

Article 17 - Grievance Procedure 30

Section 17.1 - Grievance Procedure 30

STEP 1 30

STEP 2 30

STEP 3 31

STEP 4 32

STEP 5 33

Section 17.2 - Appeals 34

Section 17.3 - Agreements 34

Article 18 - No Strike - No Lockout 35

Section 18.1 - Strike Prohibited 35

Section 18.2 - Prohibition of Union Participation 35

Section 18.3 - Union Liability & Duty 35

Section 18.4 - Discharge for Violation 36

Section 18.5 - No Lockout 36

Section 18.6 - Employer's Judicial Remedies 36

Article 19 - Duration of Agreement 37

Appendix A 38

Appendix B 40

Agreement

This Agreement made and entered into this _____ day
of _____, 2013, by and between the Circuit Clerk of Ogle
County (hereinafter referred to as "Employer") and Teamsters Local
Union No.722 (hereinafter referred to as "Union") and their
successors and assigns on behalf of employees in the collective
bargaining unit set for in Article 2 hereof.

ARTICLE 1

PURPOSE

WHEREAS, it is the intent and purpose of the parties hereto to set forth the Agreement between them for the term hereof concerning rates of pay, wages, hours of employment and other working conditions to be observed by them and the employees covered hereby and to establish an equitable and peaceful procedure for the resolution of differences; and

WHEREAS, the parties recognize the constitutional, statutory, and inherent powers of the Judicial Branch of government and agree that no provision of this Agreement may be interpreted or enforced in such a manner as to interfere with the constitutional, statutory, and inherent powers of the Judicial Branch; and

WHEREAS, the parties recognize the central role of the Employer in assuring compliance with the laws, the Constitution of the State of Illinois, and the United States Constitution; and

WHEREAS, the parties recognize the vital and necessary role of the employees in carrying out the day to day work of the judicial system; and

WHEREAS, the parties recognize that the users of the Court's demand and have a constitutional right to the prompt and efficient adjudication of complaints and disputes, and insist upon the fullest protection of common law, statutory, civil, and constitutional rights;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties do mutually covenant and agree as follows:

ARTICLE 2

RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining, pursuant to the "Illinois Public Employees Labor Relations Act", as amended, Ill. Rev. Stat. 1987, ch. 48. Par. 1601 et seq. (Hereafter referred to as the "Labor Act") over wages, hours, and other terms and conditions of employment for the following Circuit Clerk Employee classifications:

All full-time and regular part-time clerical employees of the Circuit Clerk employed by the Employer at the Ogle County facility.

Excluded: All managerial employees, supervisors, confidential employees, guards and all other employees as defined in the Act.

The Employer shall not negotiate nor make collective bargaining agreements during the life of this Agreement with any individual employee(s) in the bargaining unit.

ARTICLE 3

MANAGEMENT RIGHTS

Except as amended, changed, or modified by a provision of this Agreement, subject to the general administrative and supervisory authority of the Illinois Supreme Court, the Circuit Clerk and his agents retain all the management rights and prerogatives they had prior to signing this Agreement either by law, custom, practice, usage, or precedent, to manage and control the judicial system in the County. Such rights and prerogatives include, but are not limited to the following:

A. To plan, direct, control, manage, determine, and set standards for all functions, operations, and services of the Circuit Clerk's office;

B. To establish the qualifications for employment and to employ employees;

C. To determine and establish reasonable rules or conduct and work rules;

D. To determine and establish work schedules and assignments;

E. To hire, promote, transfer, demote, evaluate, reassign, supervise, direct, schedule and assign employees to positions, and to create, modify and eliminate positions within the Circuit Clerk's office subject to the grievance procedure;

F. To take disciplinary actions against nonprobationary employees for just cause;

G. To establish work and productivity standards and to amend such standards;

H. With fourteen (14) days notice, to lay off employees because of lack of work or funds or other legitimate reasons, or to change or eliminate methods, equipment, and facilities for the improvement of operations;

I. To determine the size and composition of the work force;

J. To determine the methods, means, organization, and number of personnel by which such operations and services shall be provided;

K. To take whatever action is necessary to comply with State and Federal Law;

L. To maintain the efficiency of the Circuit Clerk's office operations and services;

M. To take whatever action is necessary to carry out the functions of the Circuit Clerk's office in emergency situations;

N. To set its overall budget; and

O. To allow for educational or training projects administered in conjunction with an educational facility or to contract out short term projects (90 days or less) necessary in the interests of economy, improved work product or emergency.

The parties agree that this Agreement has been entered into with the intent that its provisions should be interpreted so as to fully respect the constitutional authority and duties of the Circuit Clerk's office.

ARTICLE 4

NEW CLASSIFICATIONS

Section 4.1 - New Classifications

Where the Employer finds it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employer and Union agree to jointly petition the State Labor Board to seek the necessary unit clarification.

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

The Circuit Clerk's office shall determine the reasonableness of the proposed salary grade in relationship to:

(a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of the position classifications in the Employer's work force;

(b) Like positions with similar job content and responsibilities within the labor market generally;

(c) Significant differences in working conditions to comparable position classifications;

(d) Such other factors considered relevant by the Circuit Clerk, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages.

The pay grade originally assigned by the Employer shall remain in effect pending the decision.

ARTICLE 5

NON-DISCRIMINATION

Section 5.1 - Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity for all employees and develop and apply equal employment practices.

Section 5.2 - Prohibition Against Discrimination

Both the Employer and the Union agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, age, national origin, political preference, disability, or marital status.

Section 5.3 - Union Membership or Activity

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

ARTICLE 6

DUES DEDUCTION AND FAIR SHARE

Section 6.1 - Dues Deduction

Upon receipt of proper written authorization from an employee, the Employer shall deduct each month, Union dues in the amount certified by the Treasurer of the Union, from the pay of all employees covered by this Agreement, who, in writing, authorize such deductions. Such money shall be submitted to the Treasurer of the Union within thirty (30) days after the deductions have been made. Said deductions will be terminated upon the employee's written request.

The Union hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Article.

Section 6.2 - Fair Share

Any present employee who is not a member of the Union shall be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members.

All employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

The Employer shall, with respect to any employee on whose behalf the Employer has not received a written authorization as provided for above, deduct from the wages of the employee, the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

(a) The Union has certified to the Employer that the affected employee has been delinquent in his obligations for at least thirty (30) days;

(b) The Union has certified to the Employer that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article, and that the employee has been advised by the Union of his obligations pursuant to this Article and of the manner in which the Union has calculated the fair share fee;

(c) The Union has certified to the Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to have said objections adjudicated before an impartial arbitrator assigned by the employee and the Union for the purpose of determining and resolving any objections the employee may have to the fair share fee.

Section 6.3 - Indemnity

The Union shall indemnify the Employer for any actions or claims brought against the Employer for actions taken by the Employer under this Article in reliance on certifications by the Union.

ARTICLE 7

UNION RIGHTS

Section 7.1 - Union Access with Notification

A representative of the Union shall have reasonable access to the Employer for the purpose of conferring with the Employer and/or employees, and for the purpose of administering this Agreement. Before entering the office to confer with a particular employee, the representative shall first contact the Circuit Clerk or the Circuit Clerk's designee so that arrangements can be made to cover the employee's work station while that employee is meeting with the Union representative. In any event, when the Union representative enters the office he or she shall first advise the Employer or the Employer's designee prior to contacting employees. Such visits shall not unreasonably interfere with the operation of the Employer. Notwithstanding the foregoing, an employee who may be subject to disciplinary action for any impropriety has the right to ask for a Union representative to be present at any pre-disciplinary meeting.

Section 7.2 - Bulletin Board

The Employer shall provide a bulletin board which shall be used for the purpose of posting proper Union notices. Such bulletin board shall be placed conspicuously and at a place readily accessible to workers in the course of employment.

ARTICLE 8

SENIORITY

Section 8.1 - Definition

Subject to the seniority list mutually agreed upon prior to the execution of this Agreement, seniority for all employees shall be based on date of hire.

Section 8.2 - Probationary Period

Full-time employees shall be on new hire probation for the first twelve months (365 days) of employment. Part-time employees shall be on new hire probation for the first twelve months (365 days) of employment. Employees moving from part-time to full-time employment or from deputy clerk to chief deputy shall be on secondary probation for six months (180 days). In the event that the secondary probation is not completed, the employee shall return to the position the employee previously occupied.

Section 8.3 - Seniority List

The Employer and the Union shall agree upon a seniority list setting forth the hire dates for all employees covered by this Agreement which shall become effective on the date of execution of this Agreement. (See Appendix B) Such list shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. The Employer shall maintain the list and shall furnish a revised list to the Union when changes occur.

Section 8.4 - Termination of Seniority

An employee's seniority shall be terminated when the employee:

- (a) resigns or otherwise quits;
- (b) leaves employment with the Circuit Clerk to work in another office within the county;
- (c) is discharged for just cause;
- (d) retires;
- (e) is laid off pursuant to the provisions of the applicable Agreement for a period of twenty-four (24) months;
- (f) fails to return to work at the conclusion of an approved leave of absence;
- (g) is absent without leave for a period of three (3) consecutive work days and fails to demonstrate just cause for the no show/no call.

Section 8.5 - Seniority While on Leave

Employees will continue to accrue seniority credit for all time spent on authorized unpaid leave of absence. Vacation, sick leave, holidays and other similar benefits will not be earned while on unpaid leave of absence.

Section 8.6 - Vacancies

Vacancies, including vacancies resulting from the creation of a new classification in the bargaining unit, shall be filled by present employees provided the employee is qualified to perform the job.

Section 8.7 - Reduction in Force and Recall

Should it become necessary to reduce the number of deputy clerks, the reduction in force shall be according to seniority. Should it become necessary to reduce the number of chief deputies, the reduction in force shall be according to time in grade as chief deputy. A chief deputy whose position is eliminated due to a reduction in force may "bump" into a position of deputy clerk depending on their seniority.

Recalls shall be made in the reverse order of the reduction in force, such that the person last relieved from duty will be the first person recalled to that position.

ARTICLE 9

HOURS OF WORK

Section 9.1 - Work Week

Full-time employees of the Circuit Clerk's office are required to work a minimum of thirty-five (35) hours per week, 8:30 A.M. to 4:30 P.M. Part-time employees shall routinely work a maximum of thirty (30) hours per week.

Starting times, quitting times, and the number of hours per week for full-time workers may be changed if the purpose of the change is explained in writing to the Union and is given at least thirty (30) days prior to implementation. If the purpose is to comply with an order of the Chief Judge, and the order does not allow for thirty (30) days notice, the Circuit Clerk will provide as much notice as possible. Daily time records will be kept by each employee in a manner specified by the Employer.

Section 9.2 - Overtime

Employees shall receive overtime compensation for all pre-authorized overtime hours. Overtime shall be calculated at a rate of 1 ½ hours for each hour worked in excess of forty (40) hours in a work week and shall be paid for by use of compensatory time, absent mutual agreement by both the employee and the Employer to pay additional wages for the time worked at the above-referenced rate. Any compensatory time earned shall be taken at a time convenient to the employer.

Compensatory time may be accumulated up to twenty-one hours and carried over from year to year, or paid at the Employer's option at the end of the year.

Any compensatory time carried over into the following year due to denial of use for operational needs must be used in the year following accrual or paid by the Employer.

Section 9.3 - Overtime Authorization

Employer approval must be specifically obtained before an employee engages in overtime.

Section 9.4 - Breaks

There shall be one ten (10) minute break, and five (5) minutes leeway, approximately in the middle of the A.M. work period and one ten (10) minute break, and five (5) minutes leeway, approximately in the middle of the P.M. work period, with flexibility for an employee to leave the building if the employee first reports to the Employer or the Employer's designee prior to leaving the building. If, because of the workload, it appears that an employee may be deprived of a break, the employee must notify the Supervisor who shall make arrangements to allow for the employees break.

ARTICLE 10

HOLIDAYS

Subject to the administrative authority of the Illinois Supreme Court, full-time employees shall celebrate as paid holidays those holidays designated by the Chief Judge of the Fifteenth Judicial Circuit pursuant to Administrative Order.

ARTICLE 11

VACATIONS

Section 11.1 - Vacation Leave

All full-time employees covered by this Agreement shall be entitled to vacation as follows, subject to the eligibility requirements in Section 2 of this Article.

After 1 year.....1 week to be taken in the second year
After 2 years.....2 weeks for the third and subsequent years
After 7 years.....3 weeks for the eighth and subsequent years
After 12 years.. .4 weeks for the thirteenth and subsequent years
After 16 years.....4 weeks and one (1) day
After 17 years.....4 weeks and two (2) days
After 18 years.....4 weeks and three (3) days
After 19 years.....4 weeks and four (4) days
After 20 years.....4 weeks plus five (5) days
After 21 years..... 5 weeks plus one (1) day
After 22 years..... 5 weeks plus two (2) days
After 23 years..... 5 weeks plus three (3) days
After 24 years..... 5 weeks plus four (4)days
After 25 years..... 5 weeks plus five (5) days

If vacation accrual for clerical personnel is increased so as to exceed the schedule referenced above, either in the collective bargaining agreement of the Ogle County Sheriff or in the County's personnel policies as they are applied across the board to all employees not members of a bargaining unit, the Circuit Clerk will apply the increased accumulation schedule to members of the IBT/Circuit Clerk bargaining unit.

Section 11.2 - Vacation Eligibility

No employee shall be entitled to any vacation, or pay therefore,

until he/she has been on the payroll for a continuous period of at least twelve (12) months and has satisfactorily completed his/her probationary period. Vacation with pay will not be granted before vacation time has been earned.

Individual anniversary dates of full time date of hire shall be used to calculate the amount of vacation to which each employee will be entitled. (For individual full-time anniversary dates, See Appendix B.)

Section 11.3 - Vacation Pay

All vacation pay will be paid at the employee's regular rate of pay and will be based upon a thirty-five (35) hour work week. Up to five (5) days of vacation time may be carried over for sixty (60) days each year.

Section 11.4 - Vacation Requests

Vacation requests shall be handled according to seniority. On the first Monday of October of each year, a vacation schedule shall be made available by Employer for selection by seniority. To be entitled to vacation selection priority, employees must submit their priority vacation selections by December 30th. After December 31st, vacation requests shall be on a first come-first serve basis. Once a first come-first serve selection has been made, that selection cannot be bumped by a more senior employee. Any vacation time carried over into the following year due to denial of use for operational needs must be used in the year following accrual or paid by the Employer.

ARTICLE 12

SICK LEAVE

Section 12.1 - Sick Leave

Full-time employees shall accumulate sick leave as follows:
Accumulated at rate of one day per month (12 days per year). An employee need not accumulate all of the twelve days before using them in the fiscal year. However, if any employee ceases to be employed by the Circuit Clerk and an employee has used more sick leave than the employee has accrued, the final pay of the employee may be adjusted to recoup the sick leave used but not accrued. Employees shall not be paid for accumulated sick leave when they separate from employment. If sick leave accumulation for clerical personnel is increased above one day per month either in the collective bargaining agreement of the Ogle County Sheriff or in the County's personnel policies as they are applied across the board to all employees not members of a bargaining unit, the Circuit Clerk will apply the increased accumulation schedule to members of the IBT/Circuit Clerk bargaining unit. If sick leave accumulation is increased above one day per month by two different methods within the relevant groups the union grievance committee shall designate which of the two methods shall be applied in this bargaining unit.

Section 12.2 - Use of Sick Leave

Sick leave may be taken for:

- (a) personal illness or disability;
- (b) illness of a member of the employee's family who require the employee's personal care and attention;
- (c) enforced quarantine.

Proof of illness may be required after three (3) consecutive days of absence.

Section 12.3 - Personal Days

Employees shall receive three paid personal days per year. The employee shall provide a day of notice prior to use of a personal day. Unused personal days may not be carried over from one fiscal year to the next unless the use of personal day is denied by Employer due to operational needs. Any personal days carried over must be used in the year following accrual or paid by Employer.

ARTICLE 13

LEAVES OF ABSENCE

Section 13.1 - Bereavement Leave

Employees may be granted up to five (5) days leave with no loss of pay because of the death of the employee's spouse, significant other, child, step-child, parent, step-parent. Employees may be granted up to three (3) days leave with no loss of pay because of the death of the employee's sister, brother, mother-in-law, father-in law, grandchild, grandparent, or anyone who raised the employee from childhood. One (1) day with pay may be granted for a military funeral in which an employee is an official participant. In the event of lengthy travel or for the deaths of other than the immediate family, vacation days, compensatory time, personal days or sick leave to a maximum of five (5) days may be used. This leave shall be noncumulative.

Section 13.2 - Unpaid Leave

Unpaid leave of absence may be granted by the Circuit Clerk to employees who have used their sick leave for continued sickness or disability, or for other good causes shown by an employee. The length of an unpaid leave of absence is at the discretion of the Circuit Clerk, but may be granted with the goal of maintaining department services. Anyone hired to fill a vacancy created by a leave of absence granted under this section shall be informed as to the duration of their employment.

No permanent employment status is conferred on a person hired to replace a continuing employee on leave of absence. Vacation time shall be granted on the basis of time employed, excluding any time on unpaid leave.

Section 13.3 - Jury Duty Leave

Should an employee of the Circuit Clerk be called for jury service it shall be granted as paid leave. Any pay for jury service must be returned to the Circuit Clerk. Any reimbursement for mileage may be retained by the employee.

ARTICLE 14

WAGES

Section 14.1 - Starting rates of pay

Part-time minimum \$9.50 per hour while on probation.
\$10.00 following completion of probation.

Full-time minimum is \$13.18 per hour.

Section 14.2 - Chief Deputy

All new Chief Deputies shall receive an annualized \$3,600 differential beginning when they assume the duties of Chief Deputy. They shall continue to receive the differential each year so long as they continue to serve as a Chief Deputy. In the event that a Chief Deputy moves to the position of Deputy Clerk, the employee shall no longer receive the differential. This differential shall not be added to the base pay of a Chief Deputy prior to the calculation of any wage adjustment or annual increase that may be initiated by operation.

Section 14.3 - Wages

A. Employee's shall be paid per the following:

Effective December 1 of each year of the contract bargaining unit members will receive a 3% wage increase.

Bargaining unit members with 10 - 20 years of service will receive an additional 1% wage increase. Bargaining unit members with less than 10 years of service will receive an additional 1.5% wage increase.

In lieu of the previous pay scale and affecting only those that would have remained on the pay scale, for the first year of the contract only, bargaining unit members with 10 -20 years of service will receive an additional \$374 added to their base salary.

In lieu of the previous pay scale, for the first year of the contract only, bargaining unit members with less than 10 years of service will receive an additional \$416 added to their base salary.

For FY 2014 only, Section 14.3 B. will not apply for bargaining unit members under 20 years of service as long other department salaries do not surpass those in the unit with comparable years of service.

B. Wage increases, including retroactive wage increases for fiscal years 2015 and 2016 shall be the greater of the percentage increase for the corresponding year as:

1. Collectively bargained for the telecommunicators and clerical staff in:

- a. the Ogle County Sheriff's Office, or
- b. in the Health Department, or
- c. the Probation Department, or

2. Determined by the County any general across the board percentage increase to clerical employees not in a bargaining unit.

Any retroactive wage increase given under this paragraph (B) shall be reduced by any "across the board" increase given the corresponding year.

Section 14.4 - Vehicle Allowance

County travel policies, including reimbursement amounts shall apply to employees requested by the Circuit Clerk to use their vehicles to perform business related duties.

ARTICLE 15

INSURANCE AND PENSION

Section 15.1 - Insurance and Pension

The Employer shall provide the same insurance and pension benefits under the same terms and conditions as will be provided by Ogle County to its employees throughout the period covered by this Agreement.

If during the term of this agreement, the insurance plan is changed relative to benefits and/or premiums, the Union and the Employer will negotiate the impact within ten (10) days of notification to the Employer of anticipated changes. The Employer retains the right to implement such changes during the period of negotiations.

Section 15.2 - Pension

The Employer shall contribute, on behalf of the employees, to the Illinois Municipal Retirement Fund the amount required by State Statute.

ARTICLE 16

DISCIPLINE

Section 16.1 - Termination and Disciplinary Action

The Employer shall not discharge or suspend any employee except for just cause. The Employer agrees to apply the principles of progressive discipline where applicable and hereby declares an intent to utilize written reprimands when appropriate prior to the use of suspension or discharge.

For discipline other than oral reprimands, before final notification to the employee of the contemplated measure of discipline to be imposed, the Employer will inform the employee involved of the reason for such contemplated disciplinary action. Employees shall have the right to Union representation if so requested by the employee. The employee and the Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline. Where appropriate, reasonable extension of time for rebuttal purposes will be allowed when requested.

Both the Union and the employee shall be notified of disciplinary action. Such notification shall be in writing and reflect the specific nature of the offense and directions to the employee for future behavior.

Section 16.2 - Principles of Progression

Disciplinary action or measures may include the following:

- (a) oral warning - documented
- (b) written reprimand
- (c) suspension, and finally,
- (d) discharge

ARTICLE 17

GRIEVANCE PROCEDURE

Section 17.1 - Grievance Procedure

Should a difference arise between the Employer and the Union as to the meaning or application of this Agreement, it shall be settled in accordance with the Grievance Procedure as set forth below.

STEP 1: Any employee having a grievance shall first raise the matter with his or her Chief Deputy, or if the grievant is a Chief Deputy, with the Circuit Clerk. If it is not settled at that time, the grievance shall be reduced to writing, signed by the grieved employee and submitted to the grievant's Chief Deputy, or if the grievant is a Chief Deputy, to the Circuit Clerk. Any grievance not submitted in writing to the Chief Deputy or if appropriate, as stated above, to the Circuit Clerk, within three (3) working days of the occurrence giving rise to the grievance shall be considered automatically closed.

STEP 2: The written grievance shall be discussed between the designated Union representative and/or grievant and the appropriate Employer representative specified above. The Employer representative shall give his or her written decision within three (3) working days of the meeting at which the grievance was discussed. In the event the Employer representative does not respond within the time frame, the grievance shall be automatically appealed to the next step.

STEP 3: In the event the grievance is not settled in STEP 2, the grievance shall be submitted by the Union in writing to the grievance resolution panel. This written submission to the panel shall be made by presenting the grievance to the Circuit Clerk on a form designated as, "Submission to the Grievance Resolution Panel." Any such grievance not submitted to the panel within three (3) working days of the receipt of a timely STEP 2 written denial shall be considered automatically closed. The panel shall consist of two persons designated by the Union and two persons designated by the Circuit Clerk. The panel may make such inquiries as they see fit, and after conferring among themselves, no fewer than three (3) panel members shall present to the Circuit Clerk the majority's non-binding recommendation for the proper resolution of the grievance, should such a resolution exist. The panel shall give a written recommendation within fifteen (15) working days of receipt of the grievance submission. In the event the panel does not respond within this time frame, the grievance shall be automatically appealed to the next step. Prior to issuing the panel's determination, any panel member, or the Union, or the Circuit Clerk may demand and shall be allowed a full panel meeting between the Chief Steward and/or the grievant, and the Circuit Clerk. Either the Union or the Circuit Clerk may have outside representatives present at this meeting. It is acknowledged that a demand for such a meeting may necessitate a reasonable extension of

time for the panel to render a decision on the grievance. The parties agree that if the grievance is ultimately presented to an arbitrator or any other neutral fact finder, the recommendation of the panel shall not be presented to the neutral or fact finder.

STEP 4: In the event that the grievance is not settled in STEP 3, the grievance shall be submitted in writing to the Circuit Clerk. Any such grievance not submitted in writing to the Circuit Clerk within three (3) working days of the receipt of a timely STEP 3 written denial shall be considered automatically closed. The Circuit Clerk shall give a written decision within ten (10) working days of receipt of the grievance submission. In the event the Circuit Clerk does not respond within this time frame, the grievance shall be automatically appealed to the next step. Prior to issuing the determination, the Circuit Clerk or the Union may demand a meeting between the Chief Steward and/or the grievant, and the Circuit Clerk. Either the Union or the Circuit Clerk may have outside representatives present at this meeting. It is acknowledged that a demand for such a meeting may necessitate a reasonable extension of time for the Circuit Clerk to render a decision on the grievance.

STEP 5: If the matter is not resolved in STEP 4, the Union shall have the right within ten (10) working days after receipt of the written decision in STEP 4 to request the matter be submitted to an impartial arbitrator, pursuant to the rules and regulations of the Federal Mediation and Conciliation Service. The arbitrator shall have no power or authority to change, alter, or amend, add to or subtract from the terms of this Agreement. Costs of the arbitrator shall be shared equally by the Employer and the Union.

Section 17.2 - Appeals

Any grievance not appealed from a decision in one of the Steps in the above procedure and taken to the next Step, as prescribed, shall be considered settled on the basis of the last answer and not subject to further review.

Section 17.3 - Agreements

An Agreement reached between the Employer and the Union is binding on all employees affected and cannot be challenged by an individual.

ARTICLE 18

NO STRIKE - NO LOCKOUT

Section 18.1 - Strike Prohibited

No employee shall engage in any strike, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, sympathy strike, or other interference with the operations of the Employer during the term of this Agreement.

Section 18.2 - Prohibition of Union Participation

The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-in, cessation, or stoppage or interruption of work, boycott, sympathy strike, or other interference with the operations of the Employer, or ratify, condone or lend support to any such conduct or action.

Section 18.3 - Union Liability and Duty

In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, sympathy strike, or other interference with the operations of the Employer occur, the Union, within twenty-four (24) hours of a request by the Employer shall:

A. Advise the Employer in writing that such action by the employees has not been called or sanctioned by the Union.

B. Notify employees of its disapproval of such action and instruct such employees to cease such action and urn to work immediately.

C. Post notices at Union bulletin boards advising that it disapproves of such action and instructing employees to return to work immediately.

Section 18.4 - Discharge for Violation

The Employer may discharge or discipline any employee who violates this Article and the Union will not resort to the Grievance Procedures on such employee's behalf.

Section 18.5 - No Lockout

The Employer agrees that it will not lock out employees during the term of this Agreement.

Section 18.6 - Employer's Judicial Remedies

Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 19

DURATION OF AGREEMENT

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, 2013 to November 30, 2016, 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) days but less than one-hundred twenty (120) days prior to the above date of termination or the anniversary of any renewal period hereof. 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:

Kimberly A. Stahl

DATE: 12-19-13

FOR THE UNION:

Frank Berger

DATE: 12-19-2013

Sec. TREASURER

Laurie Jobl-Union Stewart

APPENDIX A

December 9, 2008

Frank Barger/Secretary-Treasurer
Teamsters Local Union No. 722
FAX Number 815 224-4916

Re. Ogle County Circuit Clerk Agreement

Dear Mr. Barger:

Thank you for contacting me so that we were able to discuss the three items that were concerning the bargaining unit employees. Allow me to offer the following explanation, which I believe reflects our continuing agreement:

1. With respect to the "me too" found in Section 14.4B, I took it upon myself, believing that both committees wanted me to do so, to make a few stylistic modifications. I believe that the old language was very difficult to follow. What I drafted was my attempt to do no more than clarify the old "me too." By this letter, I am going "on the record" that there is no intent to change the meaning from the old language.

2. With respect to the attachment reflecting the terms by which the Union would be willing to suspend the "me too", I was under the impression that the offer had been communicated to the County and had been rejected by them. Thus, I saw no reason to attach the letter to the contract. Whether or not I was mistaken, I understand that both the Union and the Circuit Clerk desire to have the offer attached to the collective bargaining agreement. Accordingly, that will be done. I am attaching a copy of the letter to you to make sure that there is no disagreement on the wording of the letter.

3. With respect to retiree insurance, I am advised by the Circuit Clerk that through a County Board Resolution, retiree insurance is being offered to others beyond the deputies. I am attaching the Resolution which he has just FAXed to me. Once we have both had a chance to review it, should there be a need for further discussion, feel free to contact me.

Mr. Frank Barger

Page -2

Thank you for your cooperation.

Yours truly,

Owen Dratler

Encl. "Me too" waiver offer
County Board Resolution

APPENDIX B

ANNIVERSARY DATES

SUE BLUMEYER	06/01/77	FT	09/01/76	PT
TINA MARTIN	03/01/78	FT	09/01/77	PT
DIANA LEWIS	02/01/87	FT		
DIANE SHUMAN	04/01/87	FT		
JENNIFER DIEHL	07/17/89	FT		
DIANE SANDERS	08/22/95	FT	08/14/95	PT
SHERRI DREW	05/02/96	FT	08/28/95	PT
LAURIE TODD	02/02/97	FT	11/16/95	PT
LYNDA HAAS	09/04/01	FT		
TAMMY BURKE	11/05/07	FT		
JOAN HENG	04/02/12	FT		
ANNETTE SMITH	08/19/13	FT		