

2025-CA-52

FILED

NOV 25 2025

DANIEL T. ROBBINS  
Circuit Court Clerk  
4th Judicial Circuit

1

COLLECTIVE BARGAINING AGREEMENT

Between

THE CIRCUIT CLERK OF MONTGOMERY COUNTY

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,

AFL-CIO, LOCAL 148

ON BEHALF OF THE EMPLOYEES IN

THE CIRCUIT CLERK'S OFFICE

December 1, 2025  
Through  
November 30, 2029

## AGREEMENT

This Agreement is made and entered into by and between the Montgomery County, IL Circuit Clerk its successors or assigns (hereinafter referred to as the Employer), for such of its Employees as are covered by this Agreement, and International Union of Operating Engineers, Local Union No. 148, AFL-CIO (hereinafter referred to as the Union).

It is the purpose of the Agreement and the intent of the parties hereto to establish and promote mutual harmonious understandings and relationships between the Employer and the Union, to promote efficiency and effectiveness in the Circuit Clerk's Office, to establish wages, hours, benefits and other terms and conditions of employment of employees covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the interpretation and application of this Agreement.

The Employer and the Union jointly and mutually declare it to be their purpose and intention to carry out in good faith the provisions of this Agreement and engage in no subterfuge for the purpose of defeating or evading the provisions thereof.

In consideration of the mutual promises, covenants and understandings contained herein, the parties hereby, by their duly authorized representatives and/or agents, mutually covenant and agree subject to the applicable state and federal laws, as follows:

### ARTICLE I RECOGNITION OF THE UNION

For the purpose of collective bargaining, the Employer agrees to negotiate and bargain exclusively with the Union, through its duly accredited officers and representatives in respect to wages, fringe benefits, hour of employment, working conditions, and other conditions of employment for the employees in the Montgomery County, IL Circuit Clerks Office (as certified by the Illinois State Labor Relations Board, or for similar Montgomery County, IL Circuit Clerks Office Employees whom the Union has been or may become recognized by the Employer as exclusive Bargaining Representative.

The Term "Employee" as used in the Agreement shall include the Employees referred to and recognized in Section 1 above.

## ARTICLE II MANAGEMENT RIGHTS

The Employer has, and will continue to retain, the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, Rights:

1. To determine the organization and operations of the Circuit Clerk's Office;
2. To determine and change the purpose, composition and function of each of its constitute Department and subdivision;
3. To set standards for the service to be offered to the public;
4. To direct the Employees of the Circuit Clerk's office, including the right to assign work and overtime;
5. To hire, examine, classify, select, promote, restore to career service positions,, train, transfer, assign and schedule Employees;
6. To increase, reduce or change, modify or alter, the composition and size of the work force, including, but not limited to, the right to relieve employees from duties because of the lack of work or funds, or other proper reasons;
7. To establish work schedules and determine starting and quitting times, and the number of hours to be worked;
8. To establish, modify, combine or abolish job positions and classifications;
9. To add, delete or alter methods of operation, equipment, or facilities;
10. To determine the locations, methods, means and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;
11. To establish, implement and maintain an effective internal control program;
12. To suspend, demote, discharge, or take other disciplinary action against employees for just cause; and
13. To add, delete, alter and enforce all internal policies, procedures, rules, and regulations.

Inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the Employer has not expressed, shall remain vested exclusively with the Employer.

The Employer's right of management shall not be amended or limited by any claimed or unwritten custom, past practice, or informal agreement, nor by any claim the Employer has claimed, condoned, or tolerated any practice or act(s) of any Employee.

The employer and the Union recognize the right of the Employer to subcontract work to meet operational needs; provided, however, the Employer shall not subcontract work for the purpose of undermining the bargaining unit of evading the terms and conditions of this Agreement. The Employer agrees that Employees shall not be laid off due solely to the Employer's subcontracting of services; and also agrees that any laid off Employees (with recall rights) shall be recalled prior to the Employer subcontracting bargaining unit work. The Employer and the operation needs;

however, the Employer shall not use temporary employees to undermine the bargaining unit or evade the terms and conditions of this Agreement.

Nothing in this Article shall abrogate or alter the Articles of this Agreement.

### **ARTICLE III UNION SECURITY**

#### **SECTION 1 - DEFINITION**

Every Employee subject to this Agreement may choose to become a member of the union and may choose to maintain such membership in good standing during the life of the Agreement.

#### **SECTION 2 – CHECK-OFF**

Union dues shall be checked off pay only on the separate written order of the individual Employee subject to revocation by him or her at any time by means of separate written order. The Employer shall notify the Union at once on the receipt of any such notice of revocation.

#### **SECTION 3 – INDEMNIFICATION**

The Union shall indemnify the Circuit Clerk and hold them 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 Circuit Clerk for purpose of complying with the provisions of this Article.

### **ARTICLE IV UNION RIGHTS**

#### **SECTION 1**

The Union shall appoint a Steward. The name of the Steward and any Alternate Steward shall be given to the Circuit Clerk upon ratification of the Agreement by the parties. Any change in these positions shall also be promptly reported. The Steward shall be responsible to see to it that the provisions of this Agreement are adhered to by the Employer and Employees.

#### **SECTION 2**

The Employer agrees there shall be no discrimination against the steward or any Employees for legitimate Union activities, and the Union agrees that this shall not

be construed to give the Union or its member's rights to coerce, intimidate, or fail to cooperate with Non-Union county Employees.

### **SECTION 3**

Accredited representatives of the Union may visit the work sites during working hours at a mutually agreed upon time with the Circuit Clerk in case any claim is made that the provisions of the Agreement are not being followed.

### **SECTION 4**

Any Employee whose duties as an elected or appointed officer of the Union require a leave of absence, shall be granted such leave of absence, not to exceed three (3) days per year, without pay, but shall continue to accumulate seniority throughout such leave of absence.

## **ARTICLE V EMPLOYEES PERSONNEL MANUAL**

The terms and conditions of the Employee Personnel Manual currently in force by the County are made a part of and incorporated by reference in this Agreement. The Union will be provided email copies of any proposed changes to Employee Personnel Manual one month prior to approval by the full board.

Therefore, the provision of the Employee Personnel Manual are applicable to the Employees where the terms and conditions do not conflict with this Agreement. Where any provision of the Employee Personnel Manual is in conflict with this Agreement, this Agreement shall be operative, but the remaining provision of the Employee Personnel Manual shall continue in full force and effect.

## **ARTICLE VI DISCIPLINE**

### **SECTION 1 – DEFINITION**

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following, which shall be imposed based upon the severity of the offense.

1. Oral Reprimand;
2. Written Reprimand;
3. 1 day Suspension (Notice to be given writing);
4. 3 day Suspension (Notice to be given writing);
5. Discharge (Notice to be given in writing).

Disciplinary Action may be imposed upon an Employee only for just cause. Discipline shall be imposed in a face to face manner promptly after the Employer is aware of the event or action giving rise to the discipline and has a reasonable time to investigate the matter. Discipline will not be imposed via phone call, text or email, unless the employee is unable to meet in person or refuses to comply with the Employer's reasonable request to meet in person. Employees will be required to sign a written acknowledgement of discipline imposed whether it be an oral written reprimand. The written acknowledgement shall serve solely as a receipt of the disciplinary documentation and shall in no way serve as an agreement by the employee of the discipline imposed or serve as a waiver of the employee's right to challenge said discipline.

## **SECTION 2 – MANNER OF DISCIPLINE**

If the Employer has a reason to discipline an Employee, it shall normally be done in a manner that will not embarrass the Employee before other Employees or the public.

## **SECTION 3 – NOTIFICATION AND MEASURE OF DISCIPLINARY ACTION**

1. In the event disciplinary action is taken against an Employee, other than the issuance of an oral reprimand, the Employer shall promptly furnish the Employee and the union, in writing, with a clear and concise statement of the reasons, therefore including any names of witnesses and copies of pertinent documents. The measure of discipline and the statement of reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. But once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct, which are from the same facts and circumstances.
2. An Employee shall be entitled to the presence of a Union representative at an investigatory interview if he/she requests one and if the Employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

## **SECTION 4 – REMOVAL OF DISCIPLINE**

Beginning with the effective date of this date contract, any written warning or other discipline shall be removed from an Employee's record if, from the date of the last warning or discipline, eighteen (18) months pass without the Employee receiving an additional warning or discipline for such offense.

## **SECTION 5 – SUSPENSION AND DISCHARGE OF EMPLOYEES**

The Employer shall not suspend or discharge any Employee without just cause. Such matters of suspension or discharge shall be subject to the Grievance Procedure and

shall be handled expeditiously. An Employee subject to suspension or discharge shall be furnished a written explanation from the Employer as to the reason or reasons for such suspension or discharge. Such written explanation shall be furnished to the Employee within twenty-four (24) hours. The twenty-four hours are defined as work hours not to include weekends or holidays in the time frame.

## ARTICLE VII GRIEVANCE PROCEDURE

A grievance is defined as any unresolved difference between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement

In the event that any employees shall have a grievance, he/she shall report the same to the Union Steward. The Steward shall be authorized to discuss the grievance with the Employer. To be considered timely, any grievance must be reported in writing to the Employer within five (5) days of the incident giving rise to the grievance.

If the steward and the Employer cannot adjust the matter satisfactorily within five (5) working days the Employer shall provide a written response to the Union Steward, unless an investigation into the grievance is taking place, in which, the parties may agree to a time extension upon mutual agreement. Time extensions shall not be unreasonably denied by either party. At that time the Business Manager, or his assistant, of the union shall discuss the grievance with the Employer. If the matter is not satisfactorily settled within five (5) additional working days, then the matter shall be submitted to the Personnel Committee at their next scheduled meeting.

The Personnel Committee shall hear evidence regarding the grievance from both the Circuit Clerk and the Union and shall, within ten (10) days from hearing such evidence, give an answer to the Union. Thereafter, the Union shall have ten (10) days to notify the Circuit Clerk and Personnel Committee of its acceptance or rejection of the Committee's recommendation.

If the Union demands arbitration, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators who are currently members of the National Academy of Arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the final list by alternate strikes by the Employer representative and the Union. The party requesting arbitration shall take the first strike. The person whose name remains on the final list shall be the arbitrator. The arbitrator shall be notified of the arbitrator's selection by a joint letter from the employer and the Union. Such letter shall request the arbitrator to set a time and place for the hearing subject to the availability of the Circuit Clerk and Union representatives and shall be notified of the issues where mutually agreed to by the parties. All hearings shall be held in the

City of Hillsboro, Illinois, unless otherwise agreed to. Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The Circuit Clerk or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the Circuit Clerk and the Union. Costs of arbitration shall include the arbitrator's fees and room costs. Prior to scheduling a court reporter, the parties shall discuss whether there is a need for a transcript of the hearing. The cost of the transcript and the court reporter shall be shared if both parties order a copy of the transcript. In the event only one party orders a transcript, that party shall bear the entire cost of a transcript and the court reporter. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Circuit Clerk, the Union and the employee(s) involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the express, written provisions of the Agreement.

#### **ARTICLE VIII LABOR MANAGEMENT CONFERENCES**

The Union and the Employer mutually agree in the interest of efficient management and harmonious Employee relations; it is desirable that meetings are held between Union representatives and responsible Administrative Representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other party for a "Labor Management Conference" and expressly providing the agenda for such meeting. Such meetings and locations shall be mutually agreed to before being held, and the propose of any such meeting shall be limited to:

1. Discussion on the Employment implementation and general administration of the Agreement.
2. A sharing of general information of interest to the parties.
3. Notifying the Union of changes in non-bargaining conditions of Employment contemplated by the Employer which may affect Employees.

It is expressly understood and agreed that such meeting shall be exclusive of the Grievance Procedure. Grievances being processed under the Grievance Procedure shall not be considered at "Labor Management Conferences" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on such meetings.



**ARTICLE IX – SENIORITY**  
**SECTION 1 – SENIORITY DEFINED**

Seniority, as used herein, is defined as the right accruing to employees through length of service which entitles them to the preferences provided for in this Agreement.

For the purposes of the Agreement the following definitions shall apply:

**Bargaining Unit Seniority:** Bargaining Unit Seniority is defined as seniority resulting from employment in a bargaining unit position in the Circuit Clerk's Office.

**County Seniority:** County Seniority, as used in this Agreement, shall be defined as the Employee's entire length of service with County of Montgomery.

Should any Employee be tied with another Employee in Bargaining Unit Seniority, the Employee with the great County Seniority shall be deemed the more senior employee for the purposes of this Agreement.

**SECTION 2 – SENIORITY – JOB BIDDING**

Employees shall be permitted to bid on jobs that become vacant or available within the bargaining unit prior to the Employer hiring from outside the bargaining unit in accordance with the following procedure:

- a. Job opening that become vacant, or available, and the Employer intends to fill, shall be filled as follows: Within ten (10) business days of the vacancy or available position, the vacancy, or available position, shall be posted for bid for five (5) business days. After completion of the bidding process, the vacancy, or available position, shall be filled within fifteen (15) business days. The seven (7) current bargaining unit positions, if vacated, shall be bid and filled (in accord with this Section) based on the core work that is currently being performed in said position.
- b. All jobs vacancies, or available jobs, shall be filled on the basis of Bargaining Unit Seniority. This procedure shall be repeated for all subsequent vacancies. However, in accordance with Article II herein, Management Rights, the new hire in a position will be subject to periodic review by the Circuit Clerk to determine that Person's effectiveness and suitability for the position. If, at any time during the initial 60 days in the new position, the Circuit Clerk determines that the standards set for that position are not being met by the Employee will be returned to his/her prior position within the Office with no loss of benefits or seniority.

- c) Employees who at the time are absent due to sick leave, vacation, or other valid reasons, shall be given an opportunity to bid for job vacancies, or available jobs, providing they do so within five (5) calendar days following their return to work.

### **SECTION 3 – SENIORITY IN EVENT OF LAYOFF**

When reducing the number of Employees due to lack of work or when recalling such Employees, the following procedure shall govern:

- a) Employees with the least Local Union Seniority shall be laid off first.
- b) When recalling such Employees, those having the greatest Bargaining Unit Seniority at the time of layoff shall be recalled first.
- c) The Employer shall recall Employees who are laid off and do not have a break in their seniority as provided in Section 4 below prior to transferring Employees or hiring new Employees into the Circuit Clerks Office.

### **SECTION 4 – BREAKING OF SENIORITY**

Seniority shall be broken for the following reasons:

- a) If an Employee resigns.
- b) If an Employee is discharged and not reinstated.
- c) If an Employee who has been laid off fails to return to work within 10 days after being properly notified to report for work and does not give a satisfactory reason for failing to report.

### **SECTION 5 – SENIORITY – PROBATIONARY PERIOD**

All newly hired Employees shall serve a probationary period of six (6) months from the date of hire in the bargaining unit. During the probationary period, the Employee shall be subject to dismissal for any reason without recourse to the Grievance Procedure. Upon completion of the probationary period, the Employee shall be granted seniority rights from his/her most recent date of hire.

## **ARTICLE X HOURS OF WORK**

For all Employees coming under this Agreement, seven (7) hours shall constitute a days work between the hours of 8:00 a.m. and 4:00 p.m. Employees are expected to be prepared to serve customers promptly at 8:00 a.m. Thirty-five (35) hours shall constitute a week's work, Monday through Friday. All work performed over eight (8) hours in any one day or over forty (40) hours in any one-week shall be compensated with time off at the rate of time and one-half times pay. All work performed on Saturday or Sunday shall be compensated with time and one-half times pay. All work performed on a holiday, as defined by this contract, shall be compensated with time

off at the rate of one and one-half times pay, in addition to the regular rate of pay. Employees may choose to receive overtime pay for any holiday or overtime worked.

All Employees shall receive a one (1) hour unpaid lunch break.

## **ARTICLE XI SICK LEAVE**

### **SECTION 1**

Employee sick leave is an approved absence from work with pay because of a disability on the part of an Employee or Employee's immediate family including sickness, bodily injury, pregnancy and related conditions, physical or dental examination or treatment, and upon the advice of a physician. Immediate family is the Employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

### **SECTION 2**

Beginning with the first complete month of employment, Employees shall earn one (1) sick day per month.

An Employee must call the Employer prior to the commencement of their starting time on each day of sickness, unless hospitalized. The Employee must initiate sick time benefits to be compensated.

Sick leave with pay in excess of three (3) consecutive working days shall be granted only after presentation of a written statement by a reputable physician certifying that the Employee's condition prevented him/her from performing the duties of his/her position.

After an Employee's accumulated sick leave has been exhausted due to sickness, the Employee may apply for Disability Benefits as outlined in the Illinois Municipal Retirement Fund Act as provided in the Illinois Compiled Statutes, Chapter 40.

An employee who is sick but has not yet accumulated sick leave or has exhausted all sick leave must provide a doctor's note explaining the nature of their illness. Should the employee not be able to produce a note within a timely matter, the employee may be subject to the progressive disciplinary process.

### **SECTION 3**

Employees who resign or retire shall be paid \$20.00 per day for each day of unused accumulated sick days up to a maximum of one hundred (100) days for a maximum payout of \$2000.00

Upon retirement bargaining unit employees shall have the option of, (1) receiving compensation as described in paragraph one above, (2) using said days of unused sick leave to gain additional service credit towards their IMRF pension per the IMRF rules or, (3) using a combination of options 1 & 2.

Any final paycheck pertaining to accrued time will be issued one pay period after the last regular pay.

### **ARTICLE XII PERSONAL DAYS**

Employees shall be entitled to take four (4) Personal Days off with pay during each calendar year. Employees must prearrange personal days prior to the commencement of their starting time. Personal leave may not be accumulated for use in later years.

Personal Days for new hires shall be given on a quarterly basis for the first year of employment, that is, one earned for every three months worked.

### **ARTICLE XIII FUNERAL LEAVE**

All Employees shall be released from their duties for three (3) days with pay when there is a death in the immediate family. The term "immediate family" includes spouse, children, step-children, grandchildren, parents, step-parents, brother, step-brother, sister, stepsister, mother-in-law and father-in-law, sister-in-law, brother-in-law, grandparents, grandparents of spouse.

In the event of multiple deaths involving the employee's immediate family as described above, an Employee shall be allowed five (5) working days without loss of pay.

If requested, the Employee shall furnish the name of the relative, city, and funeral home.

## ARTICLE XIV HOLIDAY

Subject to the administrative authority of Illinois Supreme Court, paid holidays shall be those designated by the Chief Judge of the 4<sup>th</sup> Judicial Circuit for Montgomery County. The Employer shall provide the Union, via email, a list of said Holidays.

To earn holiday pay, an Employee shall work his/her last scheduled shift before, and his/her next scheduled shift after the holiday, unless excused under other provisions of the Agreement.

## ARTICLE XV VACATION

### SECTION 1 – VACATION ALLOTMENT

Employees shall be allowed vacation leave with pay in accordance with the schedule below:

1. After one (1) year of service, Employees are allowed two (2) weeks paid vacation.
2. After five (5) years of service, Employees are allowed three (3) weeks paid vacation.
3. After ten (10) years of service, Employees are allowed four (4) weeks paid vacation.
4. After twenty (20) years of service, Employees are allowed five (5) weeks paid vacation.
5. After thirty (30) years of service, Employees are allowed six (6) weeks paid vacation.

New Hires (all employees hired subsequent to December 1, 2012) will be capped at four (4) weeks' vacation.

New Hires within their first year of employment shall have access to five (5) days of vacation after 90 days of employment, subject to reimbursement if not earned (amount withheld from last paycheck). Any of the 5 days used prior to completion of their first year shall be subtracted from the total earned.

Pursuant to Section 15(n) of P.A. 102-1143, the Paid Leave for All Workers Act (the "Act"), the Union and Employer hereby agree to waive the requirements of the Act. By agreeing to waive the requirements of the Act, the Union and Employer understand and agree that the Union is waiving its right to personal leave in accordance with the Act. Instead of adhering to the requirements of the Act, the Union and Employer agree to abide by the Personal Leave provisions negotiated in the collective bargaining agreement.

## SECTION 2 – SCHEDULING VACATIONS

Employees may schedule vacation on the basis of Bargaining Unit Seniority. An Employee with greater Bargaining Unit Seniority will be given preference in choice of vacation time over another Employee if his/her selection is made by the first business day of November of each year. Each Employee will have access to the Vacation Scheduling Calendar for five (5) days; thereafter, the schedule will be made available among employees on the basis of seniority. More than one Employee in a division may be allowed to take vacation at one time, if authorized by the Employer. All vacation time must be used in the fiscal year of each year or will be forfeited by the Employee; however, up to five (5) days of earned vacation per year may be sold back to the County at regular pay.

## SECTION 3 – HOLIDAYS AND HOSPITALIZATION DURING VACATION

- A. If a holiday occurs during an Employee's vacation and it falls on one of his regular work days, and Employee may elect to either (1) receive his holiday allowance and vacation pay for that day, or (2) receive his holiday allowance only for that day and not have it count as a day of vacation.
- B. If an Employee is hospitalized during a period of vacation, he shall have the right to cancel the remainder of that vacation period and schedule it for some later time.

## SECTION 4 – TERMINATION OF EMPLOYMENT

Employees who are terminated, resign, or retire shall be paid for unused vacation leave accumulated to the date of separation, limited to current year earned and unused vacation.

## ARTICLE XVI LUNCH HOUR – FLEX TIME

Employees shall be allowed to flex their lunch hour subject to approval of the Employer.

Employees shall provide verbal notice to the Employer in the morning of the day in which the flextime is to be taken.

**ARTICLE XVII**  
**MATERNITY LEAVE & FAMILY MEDICAL LEAVE**

Any Employee shall be granted maternity leave in accordance with applicable State and Federal Laws. Employees are entitled leave pursuant to the Family and Medical Leave Act. The Circuit Clerk shall have the discretion to allow an Employee unpaid leave under this Article even if the Employee has not fully exhausted all paid leave (such as sick leave, vacation or personal leave).

Any accrued paid time off that is taken shall reduce FMLA unpaid leave on a day for day basis.

**ARTICLE XVIII**  
**JURY DUTY LEAVE**

Employees who are called for jury service or subpoenaed as witnesses shall be excused from work for the days on which they serve. The term "service" as used herein includes required reporting for jury or witness duty when summoned or subpoenaed, whether or not they are used. Employees shall be made whole for all lost wages and/or benefits for such service. Jury duty leave shall not include any matter in which the Employee is personally involved as plaintiff or defendant or in which the Employee appears as an expert witness. The Employee may keep any mileage reimbursement he or she may receive.

**ARTICLE XIX**  
**PAYDAY**

Payday shall be every other Friday. If a Holiday falls on payday, the actual payday will be the day prior to the Holiday.

**ARTICLE XX**  
**WAGES**

The entry level salary shall be \$17.00 per hour, effective December 1, 2025, for all full-time Employees hired into the bargaining unit.

Employees covered under this Agreement shall receive wages on an hourly rate of pay basis. All employees who are covered by this Agreement and who are on the payroll shall receive the following compensation increases to their hourly rate of pay.

Annual salary increases for all bargaining unit employees shall be as follows:

Effective December 1, 2025 - 5.5%

Effective December 1, 2026 - 5%

Effective December 1, 2027 - 5%

Effective December 1, 2028 - 5%

## **ARTICLE XXI BENEFITS**

The Employer shall provide the same health insurance benefits under the same terms and conditions as will be provided by Montgomery County to its non-union employees throughout the period covered by this Agreement.

The Parties agree that an Employee representative of the bargaining unit who is a recipient of the medical insurance plan shall be a member of the Insurance Advisory Committee contingent upon the Committee being active.

The Employer shall offer Health Insurance coverage to all bargaining unit members. Both the Employer and the Employee shall continue to pay the percentage of the monthly insurance premiums they currently pay on the date this Agreement is signed. Any increase in insurance premiums shall be divided equally between the Employer and the Employee. In the event there is a substantial change in the insurance plan such as prescription drug costs, deductibles out-of-pocket expenses or benefits, the parties agree to re-open negotiations to bargain the impact created by the change.

## **ARTICLE XXII RETENTION BONUS**

An Employee will be eligible to receive a "retention bonus", upon being an employee of the Circuit Clerk's office for the previous 12 months, and provided that the funds are available through the Circuit Clerk's budget. The "retention bonus" payout will occur within the first month of the new fiscal year.

## **ARTICLE XXIII SAVINGS AND SEPARABILITY**

If any term or provision of this Agreement is, at any time, during the life of this Agreement, in conflict with any-applicable valid Federal or State Law, such term or provision shall continue in effect only to the extent permitted by such law. If, at any time thereafter, such term or provision is no longer in conflict with any Federal or State Law, such term or provision, as originally embodied in this Agreement, shall be restored in full force and effect. If any term or provision of this Agreement is, or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect



or impair any other term or provision of this Agreement. This Article is subject to the provisions of Article VII.

## ARTICLE XXIV MISCELLANEOUS PROVISIONS

### SECTION 1 – AGREEMENT

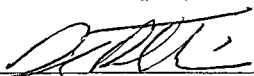
This Agreement supersedes all previous agreements and understandings between the parties hereto and constitutes the entire contract between the Employer and the Union. Changes in or amendments to the terms of this Agreement may be made at any time by mutual agreement of the Employer and the Union. When amendments or revisions are so made, they shall be reduced in writing and executed in the same manner as this Agreement.

**ARTICLE XXV  
TERM OF AGREEMENT**

This agreement shall be effective from December 1, 2025, through November 30, 2029, and shall be automatically renewed from year to year thereafter, unless either party notifies the other in writing at least sixty (60) days prior to November 30, 2029, or the anniversary date of such yearly extension of a desire to amend it. In the event that such notice is given, negotiation shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 25<sup>TH</sup> day of NOVEMBER, 2025.

For the Employer:




Daniel Robbins, Circuit Clerk, Montgomery County

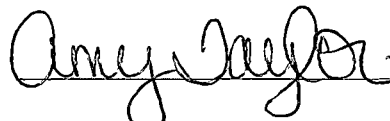
For the Union:



Dave Bahr, Business Manager



Jay Wright, Business Representative

 11-25-25

Amy Taylor, Shop Steward