

8/22/18

**AGREEMENT
between**

**THE CHIEF JUDGE OF THE TWENTY SECOND CIRCUIT,
MCHENRY COUNTY**

and

**AFSCME COUNCIL 31, FOR AFSCME LOCAL 1748
EFFECTIVE 12/1/17 – 11/30/21**

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PREAMBLE

WHEREAS, the Chief Judge of the Twenty Second (22nd) Judicial Circuit recognizes the practices and procedures of collective bargaining as a fair and orderly way of conducting relations with certain employees; insofar as such practices and procedures do not interfere with the obligation to operate in an efficient manner for the purposes of best serving the residents of McHenry County; and, insofar as such practices and procedures do not interfere with the Chief Judge's constitutional obligation to operate the Judiciary in an efficient manner; and

WHEREAS, to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits, and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows; and

WHEREAS, the parties recognize the constitutional 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 and inherent powers of the Judicial Branch; and

WHEREAS, the parties recognize the central role of the Chief Judge 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 services 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, BE IT RESOLVED, in consideration of the mutual promises and agreements herein contained, the parties do mutually promise and agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the Chief Judge of the Twenty Second Judicial Circuit (hereinafter referred to as the Employer), and American Federation of State, County and Municipal Employees Council 31, for and on behalf of Local 1748 (hereinafter referred to as the Union).

ARTICLE I
RECOGNITION

1.1 Exclusive Bargaining Representative

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters concerning rate of pay wages, hours and other conditions of employment in compliance with the certification issued in Case No S-RC-17-020 by Illinois Labor Relations Board for employees including "All full time and regularly scheduled part time employees of the McHenry County Probation and Court Services in the following titles: Administrative Specialist III, Court Services Assistant, Legal Administrative Specialist, Probation Officer I, Probation Officer II, and Probation Officer III., but excluding managerial, supervisory, and confidential employees as defined by the Illinois Public Labor Relations Act.

1.2 Direct Dealing

The Employer shall not make or enter into any agreements with any individual employee(s) in the bargaining unit, and any such agreement shall be void unless authorized by this agreement.

1.3 Medical Leave Replacement Workers

Temporary employees hired as replacements for employees off work due to a medical conditions(s) shall not be covered by this agreement while working as a medical replacement.

1.4 Subcontracting

There shall be no limitations upon the work which may be performed by employees of the Chief Judge not included in the bargaining unit covered by this Agreement. The Employer will not subcontract the performance of work currently performed by bargaining unit employees where it will cause the lay off or a reduction in the hours of work for regular full time employees.

1.5 Grant Funded Positions

The Union and the Employer agree that positions funded by grant monies from governmental or charitable agencies are not generally of a permanent nature. If the grant funded project expires and the Employer is unwilling or unable to continue the program, the grant funded employees are no longer part of the bargaining unit and are not afforded rights to replace full time positions hired pursuant to Supreme Court policy and statute. This provision shall not apply if the employee was employed by the Court before working in the grant funded position or if the employee works for one (1) year or longer in the grant funded position.

ARTICLE 2
CHECKOFF AND FAIR SHARE

2.1 Dues Checkoff

The Employer shall honor employees' individual authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees, and PEOPLE contributions. Authorized deductions shall be irrevocable except as in accordance with the terms under which an employee voluntarily authorized said deductions, or as provided by the laws of the State of Illinois.

Such deduction will be split evenly and made from the first two pay checks in the month. The amount to be deducted shall be certified to the Employer by a representative of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement in paper and electronic form, to the representative by the fifteenth of the succeeding month, after such deductions are made. The itemized statement shall consist of a list of names, payday and amounts deducted from each employee, addresses, phone numbers and employee numbers of all employees in the bargaining unit.

2.2 Termination of Dues

The Employer shall be relieved from making the above deductions upon termination of employment, transfer from the bargaining unit, revocation of the authorization or termination of this Agreement. 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.

2.3 Dues Deduction Cards

The Employer shall make available to employees Union deduction cards upon individual request. Such cards shall be supplied by the Union, which shall also make the card available during its initial orientation meetings with each new employee under Article 5.5 of the Agreement.

2.4 Indemnification

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 other than to correct such mistake upon notice of the error. The Union shall indemnify, defend, and hold harmless the Employer, its Officers, Agents, and Employees from 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 this Article or in reliance upon any list, form, notice, certification, or assignment furnished pursuant to the provision hereof.

2.5 Change in Dues Rate

Notice of any increases in the deductions authorized herein shall be provided at least thirty (30) days in advance of their effective date. It is the responsibility of the Union to notify its members of any increase in deductions.

ARTICLE 3
MANAGEMENT RIGHTS

Pursuant to the general administrative and supervisory authority of the Illinois Supreme Court, the Chief Judge and his/her agents retains all traditional, statutory, and constitutional rights and authority to manage and operate the Circuit Court and subordinate departments. Except as agreed by the Chief Judge in a specific provision set forth in this Agreement, the Chief Judge also retains all traditional, statutory, and constitutional rights and authority to manage and operate the Probation and Court Services Department, including but not limited to the sole and exclusive management rights to:

- a) Plan, direct, control, and determine all functions, operations, standards and services;
- b) Supervise, direct and evaluate employees;
- c) Establish the qualifications for employment and employ employees;
- d) Establish reasonable work rules, work schedules, work assignments and assign such to employees;
- e) Hire, promote, transfer, schedule, and assign employees in positions and to create, combine, modify, and eliminate positions within the Court and the Department of Probation and Court Services;
- f) Suspend, demote, discharge, and take other disciplinary action against employees for just cause (with the exception of probationary employees, who may be discharged without cause);
- g) Establish reasonable work and productivity standards and, from time to time, amend such standards;
- h) Determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement;
- i) Assign overtime;
- j) Contract out for goods and services;
- k) Maintain efficiency of operations and services of the Court and of the Department of Probation and Court Services;
- l) Maintain efficiency of the Employer's operations;
- m) Take whatever action is necessary to comply with State and Federal law;
- n) Secure, change or eliminate methods, equipment, and facilities for the improvement of operation;
- o) Determine the kinds and amounts of services to be performed as it pertains to operations, and the number and kind of classifications to perform such services, to include revision, combination, addition or elimination of job classifications;
- p) Determine the methods, means, organization and personnel by which operations are to be conducted to include services and staffing requirements by program, unit, and division;

- q) Determine the standards of professionalism required of the employees, and from time to time, to change those standards;
- r) Make, alter and enforce reasonable and fair rules, regulations, orders and policies;
- s) Take whatever action is necessary to continue operations and functions; in emergency situations;
- t) Establish and implement a budget;
- u) Enforce rules, regulations, orders and policies and other management rights as enumerated above.
- v) Determine training needs of the department and assign employees to requisite training.

ARTICLE 4
NO STRIKE OR LOCKOUT

4.1 No Strike/Slowdown

This Agreement contains a grievance resolution procedure which provides for final and binding arbitration of disputes concerning a violation, misrepresentation or misapplication of the written provisions contained within this Agreement. During the term of this Agreement, neither the Union nor any officers, agents, designees, or employees of the Employer shall instigate, incite, promote, sponsor, engage in, aid, abet, or condone any strike (including sympathy strike), slowdown, concerted stoppage of work, or any other intentional disruption of the operations of the Employer, or any other activity which interferes with the operation of the Judiciary, regardless of the reasons for doing so during an employee's working hours. Neither the Union nor any employee shall refuse to cross any picket line, by whomever established.

4.2 No Lockout

During the term of this Agreement, the Employer shall not instigate a lockout over a dispute with the Union so long as there is no breach of Section 1.

4.3 Union Responsibility

Upon written notice by the Chief Judge or his designee to the Union that certain member/employees are engaged in a violation of this Article, the Union shall immediately in writing order such members employees to return to work, and provide the Chief Judge copy of such. The bargaining agent of the Union shall promptly and publicly order them to return to work and do whatever acts reasonably necessary to secure their immediate return to work.

4.4 Penalties

Any employee engaging in activity prohibited by this Article, or who instigates or gives leadership to such activity, shall be subject to discipline up to and including discharge by the Employer, including loss of benefits accrued pursuant to this Agreement, so long as allowed by law subject to Article 10 (Grievance Procedure). In any arbitration proceeding pursuant to a breach of this Article, the sole and exclusive question for an arbitrator to determine is whether the employee engaged in activity prohibited by this Article.

ARTICLE 5 UNION RIGHTS

5.1 Grievance Investigation

Upon approval of his/her immediate supervisor, reasonable time spent on grievance investigation by a Union representative during his regular working hours shall not result in loss of pay for the representative. Such investigations shall be conducted with the least possible interference with work operations. Approval shall not be denied without adequate reason(s).

5.2 Union Activity on Work Time

Union representatives shall be allowed time off without pay for Union business such as Union meetings, Union committee meetings, provided such representative gives a minimum two week reasonable prior notice to his supervisor. Up to two Union representatives in the same department may be authorized such time off, Arrangements must be made a minimum of two weeks in advance with the appropriate Division Head.

5.3 Bulletin Board

The Employer agrees to provide space for a Union bulletin board for Union notices. Posting to such boards or space shall be limited to official notices and bulletins of the Union.

5.4 Information Provided to Union

Quarterly, the Employer shall notify the Union at an address designated by the Union in writing of the following personnel transactions involving bargaining unit employees: New hires, promotions, layoffs, FMLA, Military, approved extended leaves of absence, returns from leaves, suspensions, discharges and terminations, temporary assignments and transfers.

The Employer shall furnish the Union with a seniority roster annually, or more frequently upon request, not to exceed once per quarter of the year.

5.5 Union Orientations

Each newly hired bargaining unit employee shall, during the employee's first or second day of employment, be scheduled at a time mutually agreeable to the parties for an orientation which shall be provided by the Union. The Union orientation period shall not exceed one (1) hour, and shall take place during the employee's regular working hours with no loss of pay to the employees involved.

5.6 Union Access with Notification.

Representative(s) 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. However, due to issues of confidentiality and security to the public which must be maintained at the facilities where employees work, the Union representative must notify the Employer at least one (1) hour in advance of the desire for access. Furthermore, when the Union representative enters a Court Services Office for this purpose, he shall first advise the Director of the office or his designee, prior to contacting

other employees. Such visits shall not unreasonably interfere with the operation of the Employer.

ARTICLE 6
LABOR MANAGEMENT CONFERENCES

6.1 Labor Management Meetings

Representatives of the Employer and of the Council may meet from time-to-time on a reasonable basis in order to maintain communications between labor and management and cooperatively discuss and solve problems of mutual concern. An agenda of topics to be discussed should be provided with a minimum of one (1) week prior to meeting.

It is understood that the above-referenced meetings are consensual. Nothing herein shall obligate the parties to such matters nor shall it inhibit the parties from meeting on a less formal basis, should circumstances allow.

6.2 Labor Management Meeting Subjects

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure may be discussed at labor-management conferences. However, any such discussion of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances. Such grievance discussion shall only be held by mutual agreement of the Employer and the Union.

6.3 Labor Management Meetings on Work Time

When absence from work is required to attend labor-management conferences, Union members shall, before leaving their work station, give reasonable notice to and receive approval from their supervisor in order to remain in pay status. Supervisors shall not arbitrarily withhold approval of the absence. Union members attending such conferences shall be limited to three (3) on-duty employees unless the parties mutually agree otherwise. Travel expenses associated with any labor-management conferences shall be the responsibility of the employee.

ARTICLE 7
SENIORITY

7.1 Definition of Seniority

- a) Seniority shall be the length of continuous service since the employee's most recent date of hire with the Court Services Department.
- b) For all employees, Seniority shall exclude periods of employment outside the bargaining unit. There shall be no Seniority among employees serving on initial probationary period. Upon successful completion of the probation period, seniority shall be established retroactive to the date of hire.
- c) In addition, seniority shall exclude layoffs.
- d) Employees shall retain and accrue seniority while on paid leave, and shall retain but not accrue seniority while on unpaid leaves, except where Federal or State statutes governing military duty direct otherwise (USERRA).
- e) Seniority for part-time employees shall be prorated based upon the percentage of full time which each part-time employee works. Full time employees should be considered senior to any part time employees.
- f) In the event two (2) or more employees have the same seniority date, the date of application for employment with the Department shall determine which employee is more senior.
- g) For the purposes of vacation accrual only, "seniority" is defined to include the amount of continuous service with McHenry County beginning with the latest date of hire.

7.2 Termination of Seniority

Seniority shall be terminated when an employee:

- a) Quits or voluntarily resigns, provided that he/she is not re-employed to a position covered by this Agreement within (1) year.
- b) Is discharged for just cause;
- c) Retires under IMRF;
- d) Is absent for three (3) consecutive days without proper authorization;
- e) Is on layoff for more than two (2) years. (Seniority shall not accrue during any period of layoff);
- f) Fails to return to work at the conclusion of an approved leave of absence or an approved extension thereof unless the employee's failure to return and failure to obtain an extension are due to circumstances beyond the employee's control. For purposes of this paragraph, Employer's denial of an extended leave is not considered a circumstance beyond the employee's control.

7.3 Reinstatement

If an employee resigns or quits, and subsequently is rehired by the Employer within twelve (12) months of the termination of their previous employment, their original seniority date will be restored upon satisfactory completion of the probationary period.

7.4 Probationary Period

A new or rehired employee filling a job classification covered by this Agreement shall be subject to an initial probationary period of twelve (12) months continuous service to determine his/her ability and fitness for the work. The Employer, at its sole discretion, may extend a probationary period (1) time for an additional three (3) months. The Director of Probation and Court Services shall have the sole right to determine his/her suitability at any time during such probationary period. The employee will not have or accumulate seniority during the probationary period as a newly hired or rehired employee.

The right to discharge, discipline or rehire an employee during the probationary period shall be vested exclusively with the Director, and shall not be the subject of a grievance.

At the discretion of the Director, no employee within the Department that is currently under probationary status within their current job assignment is eligible to apply for a lateral transfer.

Upon satisfactory completion of the probationary period, an employee shall be credited with his seniority beginning from the date of his continuous employment within the Department, and shall receive all other rights and benefits for which a non-probationary employee is eligible.

An employee involved in a lateral transfer or promoted to a position still covered by the bargaining unit within the Department shall be subject to an evaluation period of six (6) months continuous service to determine his/her ability and fitness for the work. The Director shall have the sole right to determine his/her suitability at any time during this period. The need to transfer the employee back to his/her previous assignment during the evaluation period shall be based on just cause and vested exclusively with the Director and shall be subject to the grievance procedure. The sole remedy for failing to satisfactorily complete the evaluation period shall be the return to the previous or equivalent job assignment. A laterally transferred or promoted employee may return to his/her former position at their discretion for a period of sixty (60) days, displacing, if necessary, any employee who has been placed into said position.

7.5 Seniority List

The Employer and Union shall agree upon a seniority list setting forth the present seniority dates for all employees covered by this Agreement, which shall become effective on the date of execution of this Agreement. Such list shall finally resolve all questions of

seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. The initial list shall be attached hereto.

ARTICLE 8
LAYOFF AND RECALL

8.1 Layoff

The Employer in its discretion shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees will be laid off in the following order:

- (a) Probationary employees;
- (b) In the event of further reductions in force, employees will be laid off by job class in accordance with their seniority within Court Services.

An employee subject to layoff shall be able to exercise his/her seniority for the following options in lieu of layoff in the order set forth below, provided that the employee is qualified for the position:

- a.) To fill a vacant position with the same salary range or rate.
- b.) To displace an employee with the least seniority in a job title with the same salary range or rate.
- c.) To fill a vacant position or to displace an employee with the least seniority in a job title with a lower salary range or rate.

An employee subject to displacement by the above procedure shall be considered subject to layoff and shall have the right to exercise the same options. Displaced employees with no further rights a.), b.) or c.) above shall be considered laid off.

An employee who has been laid off shall have the right to exercise his/her seniority to fill a vacancy with an equal or lower salary range or rate, provided the employee is qualified for the position, and shall have the right to refuse such vacancies without losing recall rights. The Employer shall inform laid off employees of such vacancies.

8.2 Recall

Subject to AOIC regulations, employees shall be recalled from layoff according to Court Services seniority. No new employees shall be hired until all employees on layoff desiring to return to work have been given the opportunity to return to work. Recall rights under this provision shall terminate twenty-four (24) months after layoff. In the event of recall, eligible employees shall receive notice of recall by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Director of Probation and Court Services, or his assignee, concerning any change of address during the recall term. Upon receipt of the notice of recall, eligible individuals shall have five (5) working days to notify the Director of Probation and Court Services of their acceptance to recall. If the former employee fails to respond within five (5) working days upon receipt

of said notice, or if the individual declines the opportunity for the assigned position, the next eligible former employee will be contacted. After notifying the Director of Court Services, the employee shall have ten (10) working days thereafter to report to duty, unless the employee provides good cause acceptable to the Employer for not reporting. Acceptance shall not be unreasonably denied. An employee failing to respond to a recall notice, or who cannot report to work within fifteen (15) working days following receipt of recall notice, or elects not to accept the position offered will be removed from the recall seniority list. Any employee eligible for recall may request that his/her name be deleted from the list of individuals eligible for recall. If this should occur, the Employer shall notify the Union in writing and the individual's name will be deleted and the rank on the seniority recall list adjusted accordingly.

8.3 Supervisory Personnel

In the event of suspension of an entire specialized program or unit in the Department, the Employer reserves the right to reassign supervisory personnel.

ARTICLE 9
DISCIPLINARY ACTIONS

9.1 Coaching and Counseling

Coaching and counseling are a prelude to discipline and shall not be subject to the grievance procedure without limitation.

9.2 Disciplinary Steps

The Employer and the Union agree to employ progressive and corrective discipline where appropriate. Disciplinary action or measures shall include only the following:

- A. Verbal reprimand which shall be reduced to writing;
- B. Written reprimand; Employee is to receive a copy.
- C. Suspension and/or demotion
- D. Discharge.

Employees may be demoted from a position for lack of skill, ability or knowledge.

Disciplinary action may be imposed upon any non-probationary employee only for just cause. Just cause shall be defined under the test adopted by the Illinois Courts as a "substantial shortcoming" which justifies the employee's removal from service to the public. The level of discipline imposed shall be commensurate to the offense taking into account the employee's record. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

9.3 Measure of Discipline

Once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

9.4 Manner of Discipline

If the Employer has reasons to discipline an employee, it should be done in a manner that will not embarrass the employee before other employees or the public. A disciplined employee shall be entitled to Union representation if requested by the employee.

Prior to the discharge or disciplinary suspension of an employee, the employer shall notify the employee (if possible) (i.e. the employee has been a no call/no show for over three (3) days absent extraordinary circumstances) and shall notify the appropriate Union representative of the contemplated action and meet with them to provide the reason. Copies of pertinent documents then available will be supplied. The employee and the Union representative shall be given the opportunity to respond to the charges.

9.5 Voluntary Request for Assistance

An employee shall not be disciplined for voluntarily seeking treatment for substance abuse. This shall not apply where the employee's substance abuse affects job performance, or violates any other standards of conduct.

9.6 Removal of Discipline

Verbal or written reprimands dated two years prior to the current offense shall not be used as a measure of discipline as long as no other discipline was imposed during this two (2) year period for a substantially similar infraction.

ARTICLE 10
GRIEVANCE PROCEDURE

10.1 Statement of Principle

The parties agree that in order for the grievance procedure to function efficiently and effectively, all grievances must be resolved at the lowest possible level of the Grievance Procedure.

10.2 Grievance

A grievance is defined as any difference, complaint or dispute between the Union or any employee(s) and the Employer regarding the application, meaning or interpretation of this Agreement.

The Union on behalf of an employee or on behalf of a group of employees or itself may process grievances. The grievant(s) or one grievant representing a group of grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. This shall not waive any employees right to present a grievance without Union representation under the Act.

In order to properly consider and respond to a grievance, accurate information is essential. Neither the grievant, the Union, nor Management shall be permitted to alter a grievance at Step 4 or beyond of the grievance procedure.

10.3 Grievance Steps

Step 1:

(a)The employee(s), or the Union, who have a grievance shall submit the grievance in writing to the employee's immediate supervisor outside the bargaining unit, specifically indicating that the matter is a grievance under this Agreement.

The written grievance shall be on a form provided by the Union. The written grievance shall contain a statement of the grievant's complaint, the Article of the Agreement allegedly violated, the date of the violation and the relief sought. The form shall be signed and dated by the grievant and/or the Union representative.

(b)All grievances must be presented within twenty-one (21) calendar days after the date of the first occurrence of the matter giving rise to the grievance or, from the date the employee or the Union became aware of the occurrence giving rise to the complaint. Any grievance not presented to the employee's immediate supervisor within that said twenty-one calendar day period shall be deemed waived.

The grievant, Union representative and the supervisor shall meet in an attempt to resolve the grievance, unless such meeting is waived. The immediate supervisor

outside the bargaining unit shall render a written response to the grievant and the Union within twenty-one calendar days after the grievance is presented or within fourteen (14) calendar days after the meeting, whichever is later.

Step 2:

In the event the grievance is not resolved at Step 1, it shall be presented in writing by the Union to the Division Head within fourteen (14) calendar days from the receipt of the answer or the date the answer was due, whichever is earliest.

Within fourteen (14) calendar days after the grievance is submitted to Step 2, the Division Head shall meet, discuss and attempt to resolve the grievance with the Union and the grievant. The Division Head shall render a written answer to the grievance within fourteen (14) calendar days after such discussion is held and provide a copy of the answer to the Union. If the Division Head has not answered within the fourteen day period, the grievance will be considered unresolved.

Step 3:

If the grievance is still unresolved, it shall be presented by the Union in writing to the Director within fourteen (14) days after receipt of the Division Head's answer at Step 2, or after the Step 2 response is due, whichever is earliest. Within fourteen days after receipt of the grievance, the Director shall meet with the grievant and the Union to discuss and attempt to resolve the grievance. If the grievance is not resolved, the Director or designee shall submit a written answer to the grievant and Union within fourteen days following the meeting.

Step 4:

If the grievance is still unresolved, the Union shall present it to the Court Administrator within fourteen days after receipt of the Director's answer at Step 3. Within fourteen days the Court Administrator or his designee shall meet with the grievant and the Union to discuss and attempt to resolve the grievance. The Court Administrator or designee shall submit a written answer to the grievant and the Union within fourteen days following the meeting, or may offer to mediate the grievance by use of Federal Mediation and Conciliation Service (FMCS) services, which offer, if accepted by the union, shall suspend the time provisions herein until the mediation is terminated.

Step 5:

Any grievance not resolved through the process outlined above may be appealed to arbitration by the Union. Such an appeal shall be made in writing to the Court Administrator or his/her designee within thirty (30) days after the date the answer of the Court Administrator is received, or the date on which such answer was due, whichever is earlier.

If a grievance is appealed to arbitration, representatives of the Employer and the Union may attempt to agree upon an arbitrator. In the event the parties are unable to agree upon an arbitrator, the Union shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service.

The parties shall alternately strike the name of an arbitrator, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators.

The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he/she set a time and date for the hearing subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties.

The parties shall attempt to arrive at a joint stipulation of the facts and issues to be submitted to an arbitrator. No more than one grievance may be submitted to an arbitrator at any one time without the consent of the other party. The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expenses of its own witnesses who are not employees of the Employer. In no case however, will the Employer be responsible for any financial obligation arising out of producing any employee on the grievant's or the Union's behalf.

The arbitrator shall neither amend, modify, nullify, ignore, imply, add to, or subtract from the express written provisions of the Agreement, and shall only consider those issue(s) submitted to him by mutual written agreement of the parties. The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee(s) involved, unless reversed on appeal in accordance with the provisions of the Uniform Arbitration Act and the Illinois Labor Relations Act.

The Employer and Union agree to share equally the costs associated with the arbitration hearing, except that each shall be responsible for the costs of their own witnesses. If one of the parties and not the other desires a verbatim transcript of proceedings then that party shall be solely responsible for the costs (including those of the court reporter) associated with producing the transcript. If both parties desire a verbatim transcript then the costs shall be shared equally.

10.4 Withdrawal

Grievances may be withdrawn at any step of the procedure without prejudice. Grievances not appealed within the designated time limits shall be treated as settled on the basis of the Employer's previous answer. Where "working days" is used herein, it shall exclude Saturdays, Sundays and legal holidays, whether employees are scheduled or not, but

include Mondays through Fridays whether every employee was scheduled or worked on a particular day.

10.5 Failure to Answer

Grievances not discussed or answered by the Employer within the designated time limits shall be automatically advanced to the next step of the grievance procedure. The time limits at any step or for any hearing may be extended by mutual agreement of the parties, provided all such agreements shall be in writing, signed by both parties (including electronic signatures).

10.6 Advanced Step Grievance Filing

Grievances may be filed at any step of the grievance procedure by mutual agreement of the parties at that step.

10.7 Information Requests

The Employer recognizes the legal right of the Union to information necessary to process grievances. Upon reasonable request, the Employer or the Union will provide the Union, or the Employer with such relevant information as is required by law.

10.8 Time Off; Meeting Space; Telephone and Fax Use

- a) Time Off: The Union grievance representative(s) will be permitted reasonable time off without loss of pay during their working hours to investigate and process grievances. Approval must first be sought from the employee's supervisor, and shall not interfere with the work of the department. Employee witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time off with pay to attend grievance meetings and/or respond to the Union's investigation.

No employee or Union representative shall leave his/her worksite to investigate, file or process grievances without first notifying and making mutual arrangements with his/her supervisor or designee as well as the supervisor of any worksite to be visited, at least one working day in advance. Such arrangements shall not be denied unreasonably.

Employees and Union representatives involved in the processing of grievances are expected to complete normal work assignments within the normal workweek and are not eligible for overtime as a result of time spent on grievances.

- b) Meeting Space/Telephone Use/Fax Use: Upon request the employee or Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance and shall also be permitted the use of a telephone, wireless networks, or facsimile machine. Such use shall not include any long distance calls at the Employer's expense.

ARTICLE 11
HOURS OF WORK AND OVERTIME

11.1 General Provisions

- (a) "The Work Day": The normal work day shall consist of 7.5 consecutive hours, starting at 8am and ending at 4:30pm and with an understanding that ALL employees are expected to be clocked in and ready to start work at 8am and will be working until 4:30pm at which time they will clock out. "The Work Week": The normal work week shall consist of five (5) consecutive works days followed by two (2) consecutive days off. The Director may establish flexible work schedules that best meet the needs of the Department and provide coverage for the office and access to the public between 8:00a.m. and 8:00p.m. on days when the Court Services is open for business.
- (b) If the Director seeks to permanently open Court Services for regular business on Saturday or Sunday it shall notify the Union at least thirty (30) days in advance and negotiate over the change.
- (c) Late night office hours will be scheduled, except for conflicts with inclement weather, holidays, and the availability of security. The specific days will be determined by the Employer or the Employer's designee. Late night office hours may be changed from current practice, suspended or terminated by the Director. Where practical, advance notice will be provided to the Union regarding the anticipated change, suspension or termination of late night hours no less than thirty (30) calendar days in advance prior to said action.
- (d) Clocking in and Clocking Out
- The time keeping "grace period" is intended to afford employees some leeway when uncontrollable events occur without have to use Personal Time.
 - The time keeping "grace period" is not intended to be taken advantage of or utilized with regularity as a means to come in late or leave early.
 - Any late punches past the grace period will result in the employee being charged personal time.
 - A pattern of abuse related to missed punches, or late punches, resulting in 10 or more in a six month period of time, will lead to disciplinary action.
 - When an employee arrives late, the employee will need to punch in as promptly as possible and shall immediately notify their supervisor, in person, that they have arrived.
 - Supervisors are not permitted to change punches.
 - In the event that an employee has technical issues punching in or out, they shall notify their supervisor via email and provide an explanation of the issue resulting in the missed or late punch.
 - Remote punches are only to be used for authorized field work.

Definitions.

- (e) "Work week" is defined as the 168 hours commencing at 12:00 a.m. Sunday and running to midnight the following Saturday.
- (f) "Time worked" is defined as time in paid status, excluding personal time and sick time.
- (g) "Overtime Payment" Employees shall be paid at the rate of one and one-half (1½) times the employee's straight time hourly rate for all time in excess of 40 hours in paid status weekly.

11.2 Breaks

- (a) Rest Periods
There shall be two (2) paid rest periods of fifteen (15) minutes each during each regular shift; one during the first half of the shift between 9am and 11am and one during the second half of the shift between 2:00pm and 4:00pm. Employees may select the specific time to take their 15 minute break within the established windows of time.
- (b) For non-standard work shifts, breaks shall be taken at the midpoint of the clocking in period and the meal period and the midpoint of the meal period and the end of the shift.
- (c) "Meal Periods"
Work schedules shall provide for the work day to be broken between 11am and 1pm to provide an uninterrupted, unpaid meal period of one (1) hour. Breaks may not be used in conjunction with meal periods to expand the meal period. Employees shall have the right to leave the work site during such periods. Should, due to unforeseen circumstances, an employee have to work through all or part of her lunch, she shall be able to take a later lunch with the approval of the employee's supervisor. Such approval shall not be unreasonably denied.
- (d) For non-standard work shifts, meal period shall be taken within five (5) hours of the start of the shift, exclusive of Saturdays, Sundays and Holidays.

11.3 Scheduling Practices

- (a) When permanent changes in schedules affecting bargaining unit employees are warranted by programmatic or operational need, the Employer will notify the Union at least thirty (30) days in advance of the intended change and meet with the Union to discuss the changes upon request.

11.4 Overtime Procedure

(a) Overtime shall be distributed as equally as possible among the employees who normally perform the work in the position classification in which the overtime is needed. It shall be distributed on a rotating basis among such employees in accordance with seniority.

(b) **Compensatory Time Off**

If compensatory time off is used as the method of compensating employees for hours worked beyond 40 hours in a week, the overtime rate of accrual shall be one and one-half hours of compensatory time off for each hour of overtime worked. Any hours worked beyond 37.5, but less than 40 hours, shall be accrued at straight time.

If compensatory time off is used, it shall be by mutual agreement. Such requests shall not be unreasonably denied where it does not impact operation.

Compensatory time may be accumulated to a total of no more than forty (40) hours and shall be taken at a mutually agreed upon time, but within the fiscal year of accrual. At the end of the fiscal year, any unused compensatory time shall be paid at the employee's current rate of pay.

ARTICLE 12 JOB OPENINGS

12.1 Vacancies and Postings

When the Employer determines a vacancy exists in the bargaining unit as defined in Section 1.1 of this Agreement, and in its sole discretion elects to fill the vacancy, the Employer will determine the job duties to be assigned and the position's place in the organizational structure.

All bargaining unit vacancies shall be posted internally for a minimum of fourteen (14) days. To be considered, all interested bargaining unit employees with at least one year of continuous service must meet the Administrative Office of the Illinois Courts (AOIC) requirements and must submit an internal application by the time and date indicated on the posting. Postings shall include the job title, pay grade, job duties, responsibilities and requirements.

12.2 Selection

The Employer will select the most qualified applicant for the position. If the job duties for a vacant position require different knowledge, skills and abilities than an employee's current position, the employee may be required to participate in a selection process as developed by the employer to determine eligibility. The Employer will determine and communicate to employees when they may be required to participate in a selection process for certain positions. In determining which employees are qualified, the Employer will consider such factors as job performance, training, experience, skills and abilities to perform the new job, and the results of the interview with the employee. The Employer will exercise discretion when considering the application of an employee where there are relevant performance issues or relevant disciplinary matter/record. When there are two or more applicants that are substantially equal in their qualifications, the most senior of these applicants will be selected.

After an employee is selected for and transferred to another position via the above posting process, the Employer is not required to consider another transfer request from that employee until one year after the date of the transfer via the posting process.

If not selected, an employee may request to meet with a manager/ representative of the management staff to review the results of the selection process. Also at the employee's request, a Department administrator/representative of the management staff will work with the employee to develop a staff development plan that will provide an opportunity for the employee to enhance his eligibility and qualifications for the position sought.

In filling a vacancy, the Employer shall first consider applicants who are current bargaining unit employees. If the vacancy is not filled in that manner, the Employer shall consider laid-off employees who have maintained recall rights as state in Article 9 together with candidates from outside the bargaining unit.

ARTICLE 13
VACATION

13.1 Vacation

Vacation time off with pay is available to Regular full-time and regular part-time employees to provide opportunities for rest, relaxation, and personal pursuits. All vacation eligibility is computed on continuous County employment. Regular full-time employees accrue vacation time as follows:

Years of Service	Vacation Days Earned per Year
Completion of probationary period through year 5	10 days per year
Beginning of year 6 through year 10	15 days per year
Beginning of year 11 and greater	20 days per year

Employees will begin earning the new accrual rate on the first full pay period following the completion of five (5) and ten (10) years.

Upon the successful completion of the probationary period of employment, employees will be credited with vacation from the date of hire.

Regular part-time employees earn vacation on a pro rata basis.

Employees accrue vacation time on a bi-weekly, twenty-six (26) cycle basis and may use only time already accrued.

13.2 Accrual Limits

Employees are permitted to accrue up to one hundred and fifty percent (150%) of their respective annual accrual, and at no time shall their vacation balance exceed the one hundred and fifty percent (150%) maximum limit. The maximum accrual limits are as follows:

Years of Service	Annual Earning	150% Maximum Limit
Completion of probationary period through year 5	10 days	15 days
Beginning year 6 through year 10	15 days	22.5 days
Beginning year 11 and greater	20 days	30 days

13.3 Partial Vacation Days

Vacation leave will not be granted in intervals of less than one-half (1/2) day, unless lesser amount is approved by a supervisor. Employees may request not less than one hour, 48 hours in advance of date of use of vacation time, if approved by supervisor.

13.4 Vacation Approval

Employees shall request vacation approval from their supervisors, in writing, providing sufficient advance notice so that operations of the Employer will not be affected by their absence. When the vacation request will be for five (5) days or more, advance notice of two (2) weeks is required. Vacation Requests for less than five (5) days must be submitted a minimum of forty-eight hours in advance of the date that an employee wishes to use vacation time.

Employees on an authorized vacation during a designated holiday shall not be charged with vacation for that day(s).

No more than two weeks of vacation may be scheduled off in consecutive weeks, unless approved by the Director.

Vacation requests submitted by March 1 of each year, shall be approved according to seniority. The employer may limit the number of employees off in any work unit to maintain productivity of that unit. After March 1, requests shall be on a first come basis, with the understanding that senior employees may not displace less senior employees whose request is already approved.

ARTICLE 14
HOLIDAYS

14.1 Amounts

Each year the Chief Circuit Judge shall enter an Administrative Order designating the holiday schedule for each year. Traditionally recognized holidays are listed below.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Lincoln's Birthday	Veterans Day
President's Day	Thanksgiving
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday.

To be eligible for holiday pay, an employee must work or utilize Pre-Approved paid benefit time on the scheduled work day before the holiday and the first scheduled workday after the holiday. If an emergency prevents an employee from working on the scheduled work day immediately before, the scheduled work day immediately after or both the scheduled work day before and scheduled work day immediately after a holiday, the employee shall document the need to be absent with a physician's note stating the employee or immediate family member was seen on or before the day of absence and was medically unable to work (i.e. car accident on the way to work) in order to receive the holiday pay.

ARTICLE 15
SICK LEAVE

15.1 Sick Leave

The sick leave program enables regular full-time and regular part-time employees to accrue benefit time to be used when the employee is incapacitated due to a non-work related illness, injury, or disability or to care for an ill/disabled immediate family member (child (biological, adopted, foster, step, legal ward, or child of a person standing in loco parentis), spouse, domestic partner, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent) and/or in conjunction with an approved family medical leave. Sick leave may be used for time missed due to medical appointments (self or immediate family member) if the employee receives prior approval from the Employer, and the appointment is scheduled so that it is not unduly disruptive of the employee's work schedule or the Employer's operation. If an employee has accrued sick leave benefits, the employee will be paid for approved absences that occur during the employee's normally scheduled work hours. Sick leave may be used in increments of not less than one (1) hour.

Sick leave pay shall not be considered a right that an employee may use at his or her discretion; the use of sick leave for purposes other than those noted above is unauthorized and may be grounds for disciplinary action up to and including termination.

An employee is required to notify the Employer or designee, in the case of absence from work due to illness or illness in the employee's immediate family, a phone contact with your immediate supervisor via their department issued cell phone or in their absence another member of management by 7:00 am as far as possible in advance of the starting time for the scheduled work day. If an employee misses more than one (1) day of work, the employee is still required to call his or her supervisor each day of absence.

An employee may be required, at the discretion of the Employer, to provide a doctor's statement when an employee has been absent due to illness or injury for a period of three (3) or more days.

15.2 Sick Leave Accrual

Regular full-time employees accrue sick leave as follows:

<u>Years of Service</u>	<u>Sick Days Earned per Year</u>
Date of hire through year 10	12 days per year
Beginning year 11 through year 15	15 days per year
Beginning year 16 and greater	20 days per year

Employees will begin earning the new accrual rate on the first full pay period following the completion of ten (10) and fifteen (15) years.

Regular part-time employees (those scheduled to work at least 600 hours per year) accrue sick leave on a pro rata basis.

Employees earn sick leave on a bi-weekly, twenty-six (26) cycle basis and may use only time already earned.

Sick pay for hours not worked is excluded when computing overtime for that week. Sick leave is not earned during any personal leave of absence.

An employee may be disciplined and/or denied the use of paid benefit time if the employee's attendance record reflects an abuse of sick leave. Evidence of such abuse may include, but is not limited to, a pattern of missed Mondays and/or Fridays (i.e. first or last day of the work week) or attempts to use the sick leave the day after and/or the day before a regularly scheduled day off (i.e. a paid holiday, vacation day, compensatory day, personal day, or a combination thereof) or any other pattern of excess use of sick leave.

An employee who becomes ill during an authorized vacation shall immediately report this to the employee's supervisor. At the sole discretion of the Employer, the absence during the period of illness may be charged to sick leave rather than vacation time.

15.3 Accrual Limits

Employees are encouraged to bank sick leave to meet serious medical conditions that may arise but employees should be cognizant of not putting the health of co-workers at risk. The Employer may direct an employee who appears to be ill to use sick leave time and leave work to protect the health of other employees.

Employees may accrue up to a maximum of two hundred and forty (240) days of sick leave. Upon separation of employment, any accrued sick leave is forfeited. Employees eligible for retirement through the Illinois Municipal Retirement Fund ("IMRF") may be credited for IMRF pension benefits up to a maximum of two hundred and forty (240) days. Unused sick time cannot be added to the end of an employee's service to the Employer, thereby causing extended benefits and obligations of the Employer to the employee. The last day worked will be the date of separation.

Employees cannot begin the fiscal year with more than two hundred and forty (240) days of accrued sick time. Employees who have accrued more than two hundred and forty (240) sick days as of December 1 of each year must determine if they wish to be credited for additional vacation days or to be paid for this unused sick leave. In either case, earned sick days in excess of the two hundred and forty (240) maximum allowable may be converted at two (2) sick days in exchange for one (1) regular day. However, no more than five (5) days ($10 \text{ sick days} \div 2 = 5 \text{ days}$) can be converted to pay. This policy is subject to any future change to County policy on this topic.

ARTICLE 16
LEAVES OF ABSENCE

16.1 Personal Days

Regular full-time employees will receive personal days each year as established by the Employer, generally two (2) days per year.

Newly hired regular full-time employees will receive one (1) personal day upon the completion of six (6) months of continuous service and will receive one (1) personal day upon the completion of twelve (12) months of continuous service. After an employee's first anniversary date, personal days are awarded at the beginning of every calendar year (January 1st).

Regular part-time employees are eligible for personal leave on a pro rata basis on the same basis as regular full-time employees.

Except for emergency situations that preclude the making of prior arrangements, personal leave is to be scheduled with the consent of the employee's supervisor sufficiently in advance as to not adversely impact the operational needs of the Employer. Personal leave may not be taken in less than one (1) hour increments.

Unused personal leave is not cumulative and cannot be carried over from one (1) calendar year to the next. Personal days not used in the calendar year are forfeited.

Pay for personal leave not used is not permissible. There shall be no payment for unused personal days upon termination of employment.

16.2 Bereavement/Funeral Leave

The Employer recognizes the importance of family and the difficulties employees face following the loss of a loved one. For that reason, the Employer grants its employees bereavement leave in accordance with the following provisions:

Regular full-time and regular part-time employees will be allowed bereavement leave, without loss of pay, to attend the funeral of a husband, wife, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, mother, mother-in-law, father, father-in-law, grandchildren, grandparents, grandparents-in-law, step-mother, step-father, or step-children of a current marriage.

Bereavement leave shall be limited to no more than three (3) consecutive workdays per funeral and shall be compensated at regular pay. For the purposes of this section, "workday" means the number of hours or portion of a day that the employee would normally work.

In accordance with the Illinois Child Bereavement Act (Public Act 099-0703), all employees shall be entitled to a maximum of two (2) weeks (ten (10) days) of unpaid leave, within sixty (60) days after the date of notice of death of a child (biological, adopted, foster,

step, legal ward, or child of a person standing in loco parentis) to manage arrangements, attend the funeral, and grieve. Employees may elect to substitute their paid vacation, personal, sick, or comp time toward the additional seven (7) days of leave.

Employees will be allowed two (2) hours, without loss of pay, bereavement leave to attend the funeral of a co-worker; four (4) hours if the employee is a pallbearer.

An employee must notify their immediate supervisor of the need for bereavement leave within twenty-four (24) hours of the start of the absence or as soon as practicable.

16.3 Jury Duty/Subpoenas

Employees are expected to honor all subpoenas for jury duty.

- Subpoenas directly related to an employee's position with the Employer will be recorded as time worked provided the employee turns any pay received for responding to the subpoena over to the Employer.

- Personal time off will be approved so an employee can respond to subpoenas of a personal nature, not related to their employment.

Employees are to notify their respective supervisors immediately upon receipt of a jury notice or subpoena so that arrangements can be made to cover assignments.

Regular full-time and regular part-time employees required to report for jury duty or jury service will receive full pay for time not worked while serving on jury duty for the term of the jury service, provided they turn their jury pay over to the Employer. Employees excused from jury service shall report immediately to their normal assignment.

16.4 Unpaid Leave of Absence

Regular full-time employees who have completed their probationary period may request an Unpaid Personal Leave of Absence for compelling or urgent reasons (not for outside employment) for a period not to exceed twelve (12) weeks. The leave is granted at the discretion of the Employer.

16.5 Requests for Leave

Upon exhaustion of all benefit time available (including approved FLMA for medical related conditions), a single requests for an unpaid personal leave of absence (up to 3 continuous months within a 12 month rolling time period) must be submitted, in writing, to the Employer as far in advance as practical. The request shall state the reasons for the leave of absence and the requested length of time. Employees may request that the exact nature of the request be kept confidential.

The Employer, at its own discretion, shall approve or disapprove requests based on the operational needs of the Employer, the availability of temporary substitute employees, and the reason for the request.

16.6 Status of Benefits

While on an unpaid personal leave of absence, vacation, and sick leave accrual cease. The employee is ineligible for holiday pay during the unpaid leave of absence.

Employees may continue to participate in the Employer's Group Health Insurance Program during an unpaid personal leave of absence with payment of the full monthly premiums (employer and employee share). Arrangements are to be made with the Human Resources Department. Failure to make such arrangements, or regularly scheduled premium payments at the beginning of each month, will result in cancellation of benefits. If a benefit is canceled, the rules and regulations of the carrier shall apply when the employee returns and seeks such coverage.

16.7 Post-leave Reinstatement

If an unpaid personal leave of absence is granted, regardless of its duration, there is no guarantee that the employee's job will remain unfilled or that the position will not be eliminated or changed by reorganization. If the employee's job is still vacant upon the conclusion of the leave of absence, the employee shall resume the position with the same status. Employees must understand that there is no guarantee of reinstatement to any position upon completion of the leave.

Failure of the employee to report for duty at the expiration of the leave shall be deemed a voluntary termination.

16.8 FMLA/VESSA Leaves

The parties recognize the obligations arising from the Family and Medical Leave Act and the Victims Economic Safety and Security Act, neither of which statute shall be considered any part of this agreement.

Where any employee claims his/her rights under these statutes has been violated, he/she shall proceed as provided in the applicable statute. However, the employee may submit his claim through the grievance arbitration procedure of this Agreement, provided the Employee agrees in writing to use such procedure exclusively and agrees to be bound by any decision made in such grievance-arbitration procedure as his sole and exclusive remedy for any claim submitted. Other provisions for leave notwithstanding, employees covered by this Agreement shall be entitled to the rights set forth in the Family and Medical Leave Act and VESSA.

16.9 Light Duty

Where an employee on a medical leave of absence is released by his/her treating physician/s with restrictions and/or limitations upon the duties he/she may perform, the Director will evaluate whether there is available work within those restrictions or limitations which the employee can perform. If there is, and the restrictions/limitations are not expected to last longer than thirty (30) days, the employee will be offered the

available work for a period of thirty (30) days. The Director may extend the thirty (30) day period for an additional thirty (30) days where the treating physician certifies that employees progress toward a return to full duty has not been achieved, and the restrictions/limitations are required for an additional thirty (30) days. Light duty shall not extend more than sixty (60) days, and may be used as a means of reasonable accommodation under the Americans with Disabilities Act, but shall not be the exclusive means of reasonable accommodation available.

ARTICLE 17
INSURANCE AND BENEFITS

17.1 Health Insurance

The Employer will make available to full time employees the County of McHenry plans of health benefits upon the same terms as such plans are offered by County of McHenry to its non union employees. The Employer will be responsible for that portion of premium costs assumed by McHenry County, and employees will be responsible for that portion of premium costs assumed by non union employees of McHenry County.

In the negotiation of this agreement, AFSCME elected the option to have the current HMO and PPO plans open to all of its unit employees, rather than only those presently enrolled in those plans; with the understanding that, because of this annual election period, effective with the open enrollment for the 2018 benefit year and thereafter, the Employer will not be under any obligation to contribute to any employee's HSA account or waive premium contribution, where the employee elects the high deductible plan option in preference to the HMO or PPO plans. This election shall remain in effect until the termination of this agreement on November 30, 2021.

Where County of McHenry changes any of its current plans, or makes available new plans to its employee bargaining units, the Employers will attempt to provide employees hereunder equal access to such plan changes or new plans.

17.2 IMRF

The Employer will continue participation in, and employees eligible to participate in the Illinois Municipal Retirement Fund, shall maintain participation in that retirement benefit plan.

ARTICLE 18
WAGES AND OTHER PAY PROVISIONS

18.1 Wage Schedule

The negotiated pay ranges for positions covered by this Agreement are set forth in Appendix A.

18.2 General Increases

All Legal Admin Specialists shall be on the Legal Administration compensation scale. Probation officers shall be on the Probation Officer compensation scale and **existing** Senior Probation Officers shall be grandfathered onto the Senior Probation Officer compensation scale. All compensation scales are incorporated in the Appendix of this agreement.

Effective December 1, 2017, all eligible bargaining unit members (ie. Current 4N, 6N Support Staff and 8N Probation Officers) shall be increased to the starting pay of the new compensation ranges which are set forth in the Appendix. A one-time compression adjustment shall be applied to those members of the bargaining unit not placed into a new compensation range; based upon the following:

Senior Probation Officers - \$1,950.00 increase to annual base salary or if out of range, a one-time lump sum payment no later than two months after ratification by the parties.

Probation Officers - \$1,475.00 increase to annual base salary

Legal Administrative Support - \$950.00 increase to annual base salary

After such increases are applied, any bargaining unit member not moved to a new compensation range, or already over the compensation range, shall receive an increase of two and one-half percent (2.5%).

Effective December 1, 2018, the pay rates for all bargaining unit members shall be increased. Increases are set forth as follows:

- Employees below the midpoint of their respective range shall be increased by two and three-quarters percent (2.75%) or seventy cents per hour (.70/hour) whichever is greater.
- All employees above the midpoint of their respective range shall receive two and three-quarters percent (2.75%) increase.
- Bargaining unit members may earn an additional one percent (1%) increase based upon an overall score of "exceeds expectations" for job performance on their annual performance evaluation. A bargaining unit member may earn an additional two percent (2%) upon an overall score of "exemplary" for job performance on their annual performance evaluation.
- For any employee who is outside the negotiated pay range, they shall receive the money in the form of a one-time lump sum payment.

Effective December 1, 2019, the pay rates for all bargaining unit members shall be increased. Increases are set forth as follows:

- Employees below the midpoint of their respective range shall be increased by two and three-quarters percent (2.75%) or seventy cents per hour (.70/hour) whichever is greater.

- All employees above the midpoint of their respective range shall receive two and three-quarters percent (2.75%) increase.
- Bargaining unit members may earn an additional one percent (1%) increase based upon an overall score of “exceeds expectations” for job performance on their annual performance evaluation. A bargaining unit member may earn an additional two percent (2%) upon an overall score of “exemplary” for job performance on their annual performance evaluation.
- For any employee who is outside the negotiated pay range, they shall receive the money in the form of a one-time lump sum payment.

Effective December 1, 2020, the pay rates for all bargaining unit members shall be increased. Increases are set forth as follows:

- Employees below the midpoint of their respective range shall be increased by two and three-quarters percent (2.75%) or seventy cents per hour (.70/hour) whichever is greater.
- All employees above the midpoint of their respective range shall receive two and three-quarters percent (2.75%) increase.
- Bargaining unit members may earn an additional one percent (1%) increase based upon an overall score of “exceeds expectations” for job performance on their annual performance evaluation. A bargaining unit member may earn an additional two percent (2%) upon an overall score of “exemplary” for job performance on their annual performance evaluation.
- For any employee who is outside the negotiated pay range, they shall receive the money in the form of a one-time lump sum payment.

Pay ranges in effect December 1, 2017 will be adjusted by 1% effective December 1, 2019, and December 1, 2020.

18.3 Promotions and Demotions

When an employee is promoted he/she shall be given a five percent (5%) increase in compensation based upon their currently hourly rate or be increased to the starting wage, whichever is greater.

When an employee is demoted he/she shall be decreased by the amount of the increase given at the time of the promotion.

Due to the wage range movements that are being made (effective retroactively to 12/1/17), there will only be three pay ranges within McHenry County Court Services which will encompass all bargaining unit employees (Legal Admin, Probation Officer and Senior Probation Officer). Additionally, only existing Senior Probation Officers (including Nick Hayes) are being grandfathered into the Senior Probation Officer range.

The Employer may designate lead probation officers and designate additional duties which such designees shall perform. Lead probation officers shall receive an incremental increase of five (5%) percent above the normal salary while so designated.

Demotions which include a return to the bargaining unit will result in the employee returning to the wage range that they were in prior to promotion out of the bargaining unit. Promotions out of the bargaining unit will not be dictated by this agreement.

18.4 Pay Periods

The salaries and wages of employees shall be paid in accordance with the current practice.

18.5 Retroactivity

The negotiated wage increase shall be made retroactive to December 1, 2017 for all employees.

18.6 Call Back Pay

Any employee called back to work by the Employer outside of his/her normal scheduled shift or scheduled day off shall be paid a minimum of two (2) hours of pay at the applicable rate.

18.7 On-Call Pay

An employee who is required to be on-call shall be compensated with 2.5 hours of pay for the week. All On-Call time actually worked shall be recorded, submitted and paid accordingly (based on Hours Worked in a given Work Week – not inclusive of Personal Time or Sick Time (article 11)). Time spent filling out paperwork should be documented and submitted for compensation, however time spent waiting for calls/responses is not considered On-Call Time actually worked.

APPENDIX A
SALARY RANGES

Effective upon ratification of agreement:

Administrative Support Personnel

Min.	Mid.	Max.
17.12	20.87	24.62 (formerly 7N)

Probation Officers

Min.	Mid.	Max.
21.21	26.18	31.15 (formerly 9N)

Senior Probation Officers

Min.	Mid.	Max.
23.59	29.32	35.05 (formerly 10N)

*All existing senior probation officers shall be paid under the senior probation officer pay range, so long as they remain in employee with the Chief Judge.

Any employee being paid below the range above shall advance to the minimum of the applicable pay range, prior to the increases specified in Article 18 Salaries.

ARTICLE 19
Work Rules

19.1 Work Rules

The Employer may adopt, change, or modify work rules. The Employer agrees to post or make available in the department, or where more appropriate, the work location, a copy of its applicable work rules where such rules exist. Whenever the Employer changes work rules or issues new work rules applicable to bargaining unit employees, the Union shall be given as much notice as possible but at least fourteen (14) calendar days prior notice, absent emergency before the effective date of the work rule. Upon request of the Union the parties shall meet and discuss alternatives to the proposed change(s). Work rules shall not conflict with any specific provision(s) of this Agreement.

ARTICLE 20
GENERAL PROVISIONS

20.1 Personal Appearance

Contract will adopt the personal Appearance Policies stated in the attached existing Probation Department Policy. See attached.

20.2 Temporary Assignments

The Employer may temporarily assign an employee to perform the duties of another position classification. An employee temporarily assigned to a position with a lower rate of pay shall receive their regular rate of pay. In those cases where the employee performs the duties of a higher paying classification, they shall be paid at the rate of the higher classification.

20.3 Personnel Files

Employees shall be afforded those rights provided by the Personnel Records Review Act, 820 ILCS 40/1-et. Seq, as amended, which statute shall not be considered any part of this Agreement, and shall be enforced as provided in said Act and not through the grievance-arbitration provisions of this Agreement.

20.4 Safety

The Employer shall provide a safe and healthy work environment for all employees, within its ability. The Employer and the Union jointly recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work. To that end, employees shall observe all safety rules applicable to their work space adopted by the Employer or by McHenry County.

Probation officers who do not feel safe performing home visits alone shall make arrangements with their supervisors to have another officer or employee accompany them when performing home visits, when not paired with another officer. Probation officers who feel safe performing home visits alone shall be allowed to do so when their partner is unavailable or they do not have an assigned partner.

20.5 Protective Clothing

Personal protective clothing and equipment furnished by the Employer shall be maintained by the Employer without cost to the employees who shall wear such clothing and use such equipment when directed.

20.6 Health and Safety

The Labor Management Committee shall, as part of its meeting agenda, regularly address issues of work place safety and work rules designed to promote safe work practices.

ARTICLE 21
SECONDARY/OUTSIDE EMPLOYMENT

21.1 Secondary Employment

Employees shall comply with the Employer's policy governing Secondary/Outside Employment, as presently existing or hereafter modified.

The Employer and the Union recognize that employment by and with the Probation and Court Services Department is and shall be the primary employment of each employee in the bargaining unit, and shall be given priority over secondary outside employment or volunteer activities of employees.

**ARTICLE 22 DRUG FREE WORKPLACE AND SUBSTANCE ABUSE
TESTING**

22.1 Prohibitions

a. Any location at which County or Circuit Court business is conducted, whether at the County Complex or any other worksite, is declared to be a drug-free workplace. This will include County vehicles and any private vehicles parked on County premises or work sites.

b. All employees are prohibited from reporting for work or remaining at work with their physical or mental faculties impaired because of prior indulgence in alcohol, illegal drugs or through the misuse of prescription medications. An employee may not have their work performance adversely affected by controlled substances or alcohol and still be in compliance with this policy.

c. Employees are prohibited from consuming alcohol during their work hours. Employees are prohibited from operating any County vehicle within eight hours of having consumed alcohol, or while under the influence of alcohol, or with a blood alcohol content of .04 or greater, or using any substance that adversely affects safety.

d. All employees are prohibited from unlawfully manufacturing, distributing, dispensing, being under the influence of or using controlled substances in or outside of the workplace. The following is a partial list of controlled substances. The County human Resources Department can provide a complete listing and explanation of controlled substances. Controlled substances for purposes of this subsection d. include such substances as Narcotics (heroin, morphine, etc.), Cannabis (marijuana, hashish), Stimulants (cocaine, diet pills, etc.), Hallucinogens (PCP, LSD, "designer drugs, " etc).

22.2 Over-the Counter/Prescription Drugs

In the interest of public and employee safety, it is the employee's responsibility to notify the Employer of any known side effects of over-the-counter or prescription drugs which may adversely affect job performance. A "known side effect" is an effect of an over-the-counter or prescription drug of which the employee has been informed by a physician or has experienced in the past. Upon notification, the Employer may direct employee to go home and utilize sick time until such time they can perform their duties. Such notification by an employee will not result in disciplinary action. The Employer is in no way limited by this section from taking action under the disciplinary section of this Agreement if employee abuse of over-the-counter or prescription drugs warrants such action.

22.3 Type of Testing

Where the Employer has probable cause to believe that the employee has consumed alcohol during the course of the work day, or used illegal drugs, the Employer has the right to require the employee to submit to alcohol or drug testing. The costs of such tests shall be the responsibility of the Employer. There shall be no unit-wide or random testing of employees, except random testing as authorized in Section 22.9 below.

22.4 Order to Take Test

The Employer shall provide the employee at the time he/she is ordered to submit to testing with a written notice of the order, setting forth the facts and inferences upon which the Employer bases its conclusion of probable cause. The employee shall have the right to consult with a union representative and/or counsel prior to any questioning. Refusal to comply with the order to test shall subject the employee to discipline, but taking of a test shall not operate to waive any objection or rights the employee may have. Refusal to submit to a test includes but is not limited to failing to provide adequate samples for testing without medical reason, failing to show up at the testing site when instructed, or engaging in conduct that obstructs the testing process. No employee shall be subject to any adverse employment action, except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Such reassignment or relief from duty shall be discontinued immediately in the event of negative test results.

22.5 Tests to be Conducted

The Employer shall use a clinical laboratory or hospital facility that is licensed per the Illinois Clinical Laboratory Act, which laboratory shall comply with all NIDA standards. The Employer shall establish a chain of custody procedure to insure the integrity of samples and test results, and shall not permit the employee or any other bargaining unit member to be part of such chain. Sufficient samples shall be collected so as to permit an initial, a confirmatory test, and a subsequent test to be arranged at a facility of the employee's choosing. The Employer agrees to pay for the subsequent test at the laboratory chosen by the employee if the test result is negative. Employer agrees that testing shall be by gas chromatography/mass spectrometry (GCMS) or an equivalent scientifically accurate test. In cases where the Employer has probable cause to suspect alcohol consumption, the Employer may require the employee to submit to a Breathalyzer test or Intoximeter.

22.6 Results

As to drug testing, the Employer shall only be notified in the event that a sample has tested positive for a particular drug on both the initial and confirmatory test, and any information otherwise coming into the possession or knowledge of the Employer (e.g. insurance billings) shall not be used in any manner or forum adverse to the employee's interests. As to alcohol testing, test results showing a blood alcohol concentration of .04 shall be considered positive. Any level of alcohol concentration below .04 shall not prevent the Employer from showing that the employee consumed alcohol in violation of Section 29.1 of this Article. The employee shall receive a copy of all test results, information, documents and other reports received by the Employer.

22.7 Right to Contest

The Union and/or the employee shall have the right to contest and/or grieve any aspect of any testing under this Article, including the right to test, the order, the administration of the test, the significance or accuracy of the test, or the consequences of the test results. Nothing herein shall waive or limit any rights employees may have concerning such tests that may arise outside the Agreement, which the employee may pursue with or without the Union.

22.8 Voluntary Request for Assistance

No adverse employment action shall be taken in any manner or forum against any employee who voluntarily seeks assistance for alcohol or drug related problems prior to the employer ordering a test for probable cause, other than the Employer may temporarily reassign an employee if he/she is then unfit for duty in his/her current assignment. Provided, however, an employee who voluntarily seeks assistance for an alcohol or drug related problem more than one time may be subject to adverse employment actions. All such requests shall be held strictly confidential and not released or used in any manner or forum contrary to the employee's interests.

22.9 Discipline

In the first instance an employee tests positive as defined above on an alcohol test or for the presence of prescription drugs or over-the-counter medication (where such medication or drugs are in a quantity that the Employer can establish by a preponderance of evidence, that an abuse has occurred), the employee may be disciplined, up to but not including discharge, provided that the employee participates in an appropriate treatment program, at the employee's cost, determined by his physician, and at the Employer's discretion approved by a medical professional designated by the Employer, discontinues his abuse of alcohol, over-the-counter medication or drugs, and submits to random testing as may be directed by his counselors in an appropriate after-care program. Employees who do not comply with these set conditions, or who test positive for the second time, shall be subject to discipline up to and including discharge.

In the first instance an employee tests positive for the presence of illegal drugs, the employee shall be subject to discipline up to and including termination.

Employees who are unfit to perform reasonable duties to which they may be assigned during the period of their treatment and after-care shall be permitted to take accumulated time off and shall be afforded a leave of absence upon request for the period of counseling and aftercare, at the option of the employee.

22.10 Pre-Employment Testing

Nothing in this Article shall prohibit the Employer from requiring and conducting pre-employment drug testing.

ARTICLE 23
SAVINGS AND COMPLETE AGREEMENT

23.1 Savings

Should any provision of this Agreement or any application thereof become unlawful by virtue of any federal or state law, or decision of a court of competent jurisdiction, that provision or application shall be negotiated by the parties to comply with the law or decision and all other provisions of the Agreement shall continue in full force and effect.

23.2 Judicial Authority

No provision in this contract which adversely affects or interferes with the constitutional or inherent powers of the judiciary or with a rule or order of the Supreme Court may be enforced. No provision of this contract may interfere with the supervision or conduct of a lawsuit by a judge. No provision in this contract which interferes with the supervision or conduct of a lawsuit by a judge may be enforced, but the suspension of any such provision due to the conduct of a lawsuit by a Judge shall not cause loss of wages or economic benefit to the members of the bargaining unit.

23.3 Employer Designee

The Chief Judge of the Twenty-Second Circuit may designate an agent in writing for purposes of being the named public Employer in matters arising under this Agreement.

23.4 Zipper Clause

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

Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly, waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, but addressed in the Employer's existing policies. This shall not preclude the parties from mutually agreeing to modify or amend the provisions of this Agreement by mutual agreement, provided any such modification or amendment must be in writing and signed by the respective parties hereto.

ARTICLE 24
DURATION

24.1 Duration

The Agreement shall be effective December 1, 2017 and continue in full force and effect until midnight, November 30, 2021, and thereafter from year-to-year, unless no more than 120 days, but not less than 60 days prior to November 30, 2021, or any subsequent November 30, either party gives written notice to the other of its intention to amend or terminate the Agreement.

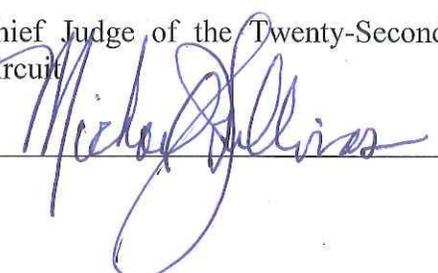
In witness whereof, the Employer and AFSCME Council 31, and Local 1748 sign this Agreement, which shall be effective upon its ratification by the principals of each party.

AFSCME COUNCIL 31

Chief Judge of the Twenty-Second Judicial
Circuit



Judicial Employees /AFSCME LOCAL1748









Letter of Agreement

In their negotiations for an initial bargaining agreement, AFSCME Council 31 objected to management's position requiring advanced notice to schedule vacation in individual days or in less than a day. The employer pointed out that employees have personal days which may be used when situations arise requiring less notice. The union pointed out that some employees have already used all or most of their personal days for the current fiscal year. To accommodate this, the employer and the union agree that, for 2017-2018 fiscal year, employees having less than 5 hours of personal leave on the books as of May 15, 2018, will be accorded the option to convert one day/7.5 hours of vacation to an additional 7.5 hours of personal leave, for use in the remainder of the fiscal year ending November 30, 2018. Employees electing to do so must submit this election in writing to the Director of Probation by September 1, 2018, and will then have 7.5 hours deducted from their vacation balance and added to their personal leave for 2017-2018 only. Dated this 22nd day of August, 2018.

By



Michael Sullivan
Chief Judge

By



AFSCME Council 31,
on behalf of 1748