

**AGREEMENT**

**BETWEEN**

**CHIEF JUDGE OF THE 18<sup>TH</sup> JUDICIAL CIRCUIT**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, COUNCIL 31, AFL-CIO  
ON BEHALF OF LOCAL 3328**

**December 1, 2015 to November 30, 2018**

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## **PREAMBLE**

This Agreement, entered into by the Chief Judge of the 18<sup>th</sup> Judicial Circuit, State of Illinois, hereinafter referred to as either the Employer or Management; and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO on behalf of Local 3328, hereinafter referred to as either the Union or AFSCME, has as its purpose to effect an agreement as required by the Illinois Public Labor Relations Act in the areas of wages, hours and other conditions of employment. The parties acknowledge their mutual desire to foster harmonious relations between the Employer and the employees represented by this agreement.

For purposes of this Agreement, the term “employees” shall refer to members of the bargaining unit described in Section 1.1 of the Agreement.

Whenever the pronoun “He” or a form of it is used, it includes the feminine as well as the masculine form.

“Employee Handbook” means the most current version of the Employee Handbook of the Eighteenth Judicial Circuit approved by the Chief Judge of the Eighteenth Judicial Circuit.

## **ARTICLE 1 - RECOGNITION**

### **Section 1.1 - Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages, hours and other conditions of employment as determined by law for employees in the bargaining unit in compliance with the certification issued by the Illinois State Labor Relations Board in case No. S-RC-98-29, Case No. S-RC-10-117 and in Case No. S-UC-(S)-13-003. The bargaining unit consists of all employees in the following regular full-time and part-time positions;

Senior Probation Officer, Intensive Probation Officer, Probation Officer, Senior Detention Officer, Juvenile Detention Officer, Drug Court Case Manager, Juvenile Justice Clinician and Senior Juvenile Justice Clinician.

### **Section 1.2 - Classifications**

When a new classification is instituted, and the parties agree that the work of that new classification falls within the scope of the bargaining unit, or where the parties mutually agree to exclude any classification or job from the bargaining unit, the parties shall jointly petition the Illinois State Labor Relations Board to seek the necessary unit clarification.

If the inclusion of a new position is agreed to by the parties and/or found appropriate by the Labor Board, the parties shall negotiate the proper pay rate, benefits and other terms and conditions of employment for the classification. If no agreement is reached within a reasonable period, the Union may petition the Chief Judge.

### **Section 1.3 - Integrity of the Bargaining Unit**

The Employer recognizes the integrity of the bargaining unit. Subject to the provisions of this Agreement, the Employer will not, for the sole purpose of eroding the authority of the Union, reassign work presently performed by members of the bargaining unit.

### **Section 1.4**

In accordance with this Article, the Employer will continue to recognize the Union as the sole and exclusive bargaining representative for future employees, if any, in the positions classified as Senior Detention Officer or Juvenile Detention Officer. In the event of a reopening of and resumption of the operation of a juvenile detention center or the equivalent by the Employer during the term of this Agreement that requires the employment by the Employer of employees in the positions of Senior Detention Officer or Juvenile Detention Officer or other titles containing the work previously performed by these titles, the parties shall meet upon the giving of reasonable written notice to the other to bargain over the impact of such reopening and resumption of operations by the Employer.

## **ARTICLE 2 – UNION SECURITY**

### **Section 2.1 - Dues Check-off**

The Employer agrees to deduct from the pay of those employees who individually request it, Union membership dues, assessments or fees, Union sponsored benefit programs and P.E.O.P.L.E. contributions. Requests for these shall be made on a form provided by the Union.

Upon receipt of appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law. The aggregate deductions of all employees and a list of their names, addresses and the last four digits of the employees' Social Security numbers shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer, in writing, of any increase in dues or other approved deductions at least thirty (30) days prior to its effective date.

### **Section 2.2 - Fair Share**

Pursuant to Section 3(g) of the Illinois Public Labor Relations Act, the parties agree that the Union-certified proportionate share, shall be deducted from the earnings of the non-member employees. The amount so deducted shall be remitted semi-monthly to the Union. The Union shall advise the Employer, in writing, of any increase in this fee at least thirty (30) days prior to its effective date.

### **Section 2.3 - Indemnification**

The Union shall indemnify and hold the Employer and County harmless against any claim, demand, suit, or liability arising from any action taken by the Employer in complying with this Article.

## **ARTICLE 3 - NON-DISCRIMINATION**

### **Section 3.1 - Prohibition Against Discrimination**

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained, or coerced in the exercise of any rights granted under the Illinois Public Relations Act or by this Agreement or lawful activities on behalf of the Employer or the Union.

The Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental and/or physical disability, sexual orientation or other non-merit factors.

### **Section 3.2 - Union Membership and Activity**

Neither the Employer nor the Union shall interfere with the right of employees covered by the Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of Union membership or non-membership or the exercise of their lawful rights. No employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by law or by this Agreement, or on account of membership in, or lawful activities on behalf of the Union.

## **ARTICLE 4 - GRIEVANCE PROCEDURE**

### **Section 4.1 - 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.

### **Section 4.2 - Grievance**

A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee(s) 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. The employee is entitled to Union representation at each and every step of the grievance procedure.

In order to properly consider and respond to a grievance, complete 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.

### **Section 4.3 - 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 or policy allegedly violated, the date of the violation and the relief sought. The form shall be signed and dated by the grievant and by the Union representative.

- b) All grievances must be presented within fourteen (14) calendar days after the date of the first occurrence of the matter giving rise to the grievance or from the date the employee became aware of the occurrence giving rise to the grievance. Any grievance not presented to the employee's immediate Supervisor within that said fourteen (14) calendar-day period shall be deemed waived.

The grievant, Union representative, supervisor and one note taker (as determined by the Director or Supervisor) only, shall meet in an attempt to resolve the grievance, unless such meeting is waived by the Union. The parties agree that the Deputy Chief of Operations will not be present at this meeting. The immediate Supervisor outside the bargaining unit shall render a written response to the grievant within fourteen (14) 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 earlier.

Within fourteen (14) calendar days after the grievance is presented 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.

**Step 3:**

If the grievance is still unresolved, it shall be presented by the Union in writing to the Director within fourteen (14) calendar days after receipt of the Division Head's answer at Step 2 or after the Step 2 response is due, whichever is earlier. Within fourteen (14) calendar 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 Division Head has not answered within the fourteen- (14) calendar-day period, the grievance will be considered unresolved. If the grievance is not resolved, the Director or designee shall submit a written answer to the grievant and Union within fourteen (14) calendar days following the meeting.

**Step 4:**

If the grievance is still unresolved, the Union shall present it to the Court Administrator within fourteen (14) calendar days after receipt of the Director's answer at Step 3. Within fourteen (14) calendar 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 (14) calendar days following the meeting.

**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 designee within twenty-eight (28) calendar days after either 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 shall attempt to agree upon an arbitrator. In the event the parties are unable to agree upon an arbitrator, the parties shall jointly 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 selection by a joint letter from the Employer and the Union requesting that he set a time and date for the hearing subject to the availability of the Employer and Union representatives and he 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, add, or subtract from the provisions of the Agreement. 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 including the cost of the court reporter, 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 associated with producing the transcript. If both parties desire a verbatim transcript, then the costs shall be shared equally.

#### **Section 4.4 - 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 withdrawn.

If an employee or the Union seeks resolution of a grievance in any other forum, e.g., an administrative or judicial tribunal, the Employer shall have no obligation to entertain or proceed further with the matter pursuant to this procedure.

#### **Section 4.5 – 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.

#### **Section 4.6 - Advanced Step Grievance Filing**

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

#### **Section 4.7 - Information Requests**

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

#### **Section 4.8 - Time Off; Meeting Space; Telephone and Fax Use**

a) Time Off: The grievant(s) and/or Union grievance representative(s) will be permitted reasonable time off without loss of pay during their working hours to investigate and process grievances. A grievant who is called back on a different shift or on his day off as a result of the Employer scheduling a grievance meeting shall have all such time spent in the meeting considered as time worked. Witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time off without loss of pay to attend grievance meetings and/or respond to the Union's investigation.

No employee or Union representative shall leave his worksite to investigate, file or process grievances without notifying and making mutual arrangements with his 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 or facsimile machine. Such use shall not include any long distance calls at the Employer's expense.

#### **Section 4.9 – Performance Appraisal and Merit-Based Pay**

The application of the performance appraisal system and decisions regarding merit based pay are excluded from this grievance procedure, except that an employee may grieve if it is determined that they do not meet minimum performance standards and will not receive a step increase.

## **ARTICLE 5 - DISCIPLINE**

### **Section 5.1 – Discipline - Generally**

a) Disciplinary action may be imposed upon an employee only for just cause. Employees who have not completed their probationary period may be disciplined or discharged with or without cause. The Employer agrees that the discipline process should be conducted in a timely manner. The disciplinary action taken will be at the discretion of the Employer in consideration of all relevant factors. During the investigatory or disciplinary process, all parties are expected to conduct themselves in a courteous and respectful manner. Statements made by union representatives in these meetings shall not be grounds for discipline.

b) Written instructions will continue to be utilized as a supervisory tool when appropriate and are not considered a disciplinary action.

### **Section 5.2 – Discipline - The Process**

#### **Investigatory Meeting:**

An employee who is the subject of an investigation shall be entitled to the presence of a Union representative during an interview if he requests one and if the employee has reasonable grounds to believe that the interview may lead to disciplinary action against the employee. If so requested, the Employer will contact the Union to arrange for a Union representative to be present at the investigatory meeting. The employee may, at his option, waive in writing, the presence of a Union representative. The Union shall be provided with a copy of any written waiver of Union representation within two working days of the signing of such waiver. Prior to such meeting the employee and union representative will be made generally aware of the initial nature of the investigation in writing. Attending such meeting shall not result in loss of pay for the employee or Union representative. The investigatory meeting shall take place no later than fourteen (14) calendar days from the time of the event or from the time the Employer became aware of the occurrence giving rise to the meeting. The Union shall be notified in writing of the outcome of the investigation.

#### **Pre-Discipline Meeting:**

For all discipline, the Employer shall convene a pre-disciplinary meeting.

The Employer shall meet with the employee involved to inform him of the reason for the contemplated disciplinary action. Normally the pre-disciplinary meeting with the employee shall occur within twenty-one calendar days from the onset of the investigatory meeting, if any, with that employee. In the event that

meeting does not occur within said twenty-one days, the Employer will provide a status report to the Union which includes the reasons why the meeting did not occur and an anticipated pre-disciplinary meeting date which shall occur within a reasonable amount of time.

The employee shall be afforded the opportunity to rebut or clarify the charges during the meeting. Reasonable extensions of time may be granted for rebuttal when warranted and if requested.

The employee shall be notified of his right to Union representation. The employee may, at their option, request the presence of a Union representative or waive the same in writing. The Union shall be provided a copy of any written waiver of Union representation within two working days of the signing of such waiver.

If the employee refuses to participate in the meeting, or the employee's whereabouts are unknown, or the employee fails to appear for the meeting, the employee shall be deemed to have waived a pre-disciplinary meeting. This paragraph shall have no application in the case of a probationary employee.

#### **Discipline Meeting:**

Wherever practical, the Employer agrees to use the following disciplinary procedure: The employee shall be notified of his right to Union representation at any meeting to discuss and impose discipline. If the employee does not request Union representation a Union representative shall nevertheless be notified of any meeting to discuss and impose discipline and shall be afforded the opportunity to be present at any and all discipline meetings.

Any meeting called by the Employer to discuss and impose discipline shall be conducted without loss of pay for the employee or the Union representative. The discipline meeting shall take place within fourteen (14) days of a pre-disciplinary meeting. Such time limit may be reasonably extended by mutual agreement of the parties.

### **Section 5.3 - Discipline - Progressive**

Generally, discipline will be progressive and may include the following actions described below. However, based on the severity of the offense or the employee's record, the Employer may initiate discipline at any level. The Employer will notify both the employee and the Union in writing of any disciplinary action to be taken.

## **I. Verbal Warning**

This level of discipline is only used when an employee requires a warning regarding a minor performance concern or a minor infraction. A supervisor may give a verbal warning to an employee. The warning shall describe the concern/infraction and establish a corrective course of action. A copy of the verbal warning will be placed in the employee's personnel record.

## **II. Written Warning**

This level of discipline is for more moderate level, first-time infractions and for reoccurrence of a minor infraction and/or for a pattern of minor infractions. A supervisor may give a written warning to an employee. The warning shall describe the concern/infraction and establish a corrective course of action. A copy of the written warning will be placed in the employee's personnel record.

## **III. Suspension**

This level of discipline is used for major infractions and for reoccurrence or a pattern of lesser offenses.

A division manager or the Director may impose a suspension for up to thirty (30) days without pay. A written suspension notice, describing the employment concern and the corrective action taken, shall be provided to the employee and a copy of the suspension notice will be placed in the employee's personnel record.

## **IV. Termination**

This level of discipline is used for severe infractions and for reoccurrence or a pattern of lesser offenses.

After consultation with the Chief Judge, the Director may terminate the employment of an employee. A termination notice, describing the severe infraction or the pattern of violations, will be presented to the employee and a copy of the notice shall be placed in the employee's personnel record.

## **V. Disciplinary Document Removal**

Any discipline documentation relating to minor infractions shall not be used as a basis for progressive disciplinary action if no other disciplinary action has been taken against the employee for a period of two years following such discipline documentation. Such discipline documentation shall, upon written request of the employee, be removed from the employee's personnel file after four (4) years.

#### **Section 5.4 – Discipline/Juvenile Justice Clinicians**

In administering the provisions of the Article involving instances related to conduct or to performance standards of a Juvenile Justice Clinician, when a discussion of specific case(s) is unavoidable, the Union shall provide a representative who is not currently assigned to the case(s).

## **ARTICLE 6 - MANAGEMENT RIGHTS**

Pursuant to the general administrative and supervisory authority of the Illinois Supreme Court, the Chief Judge 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 performed 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 operations;
- 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.

## **ARTICLE 7 - UNION RIGHTS**

### **Section 7.1 - Union Activity During Working Hours**

Employees shall, after giving appropriate notice to their Supervisor, be allowed reasonable time off, with pay, during working hours to attend the formal meetings with the Employer referenced in the Discipline and Grievance Articles of this Agreement, the meetings of any committee authorized by this Agreement and new employee orientation if such attendance does not substantially interfere with the Employer's operations.

The Employer and the Union agree that, with the exception of the Labor/Management Committee (Article 8), only one Union representative shall attend with pay any of the aforementioned activities or occurrences.

### **Section 7.2 - Access to Premises by Union Representatives**

The Employer agrees that local representatives and officers and AFSCME staff representatives shall have reasonable access to the premises of the Employer, giving notice upon arrival to the appropriate Employer representative.

### **Section 7.3 - Time Off for Union Activities**

Local Union representatives shall be allowed time off, without pay, for legitimate Union business such as Union meetings, State or Area-wide Union committee meetings, Union training sessions, State or International conventions, provided such representative shall give reasonable notice to his supervisor of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the Employer. The employee may utilize any accumulated time (sick leave excepted) in lieu of taking such without pay, but shall not be required to do so. Such time off shall not be detrimental in any way to the employee's record. No employee may take more than ten (10) days of time off without pay under this section in a calendar year. Requests for time off under this section must be given to the Employer at least fifteen (15) days in advance, unless there are extenuating circumstances.

### **Section 7.4 - Union Bulletin Boards**

A bulletin board shall be made available for the sole and exclusive use of the Union. An additional Bulletin Board shall be made available at the Detention Center if it reopens. The Union shall not permit posting of any material on the bulletin board which is derogatory or inflammatory toward the Employer, DuPage County or its agents. The Employer reserves the right to remove such material, after first discussing its objections with the Union. Irreconcilable differences over such content shall be subject to the grievance procedure.

### **Section 7.5 - Information Provided to Union**

At least monthly, the Employer shall provide notification to the Union in writing of the following personnel transactions involving bargaining unit members: names, date of hire, hours of work, salary, job titles, work location, date of personnel transaction (e.g., promotion, transfer, termination, job assignment, shift change, etc.), and the last four digits of the employee's Social Security number. If possible, Management will provide this information electronically.

### **Section 7.6 - Distribution of Literature**

Within the Department premises, distribution of Union materials shall be limited to the approved bulletin board, Department mailboxes, telephone, voicemail, and intra-departmental e-mail. There shall be no expectation of privacy for e-mail, mailboxes and voicemail communication.

The posting of Union materials outside of cubicles occupied by members of the bargaining unit (503 and 505 buildings) will be subject to the same policy as may be applied to any other non-work related postings in the office. Within cubicles, employees may post items which reflect support of the Union, providing that such postings do not disparage or ridicule the Employer, the County, or any official or employee.

In no case shall any material of an unprofessional nature be distributed within the Department premises.

### **Section 7.7 - Union Orientation**

By mutual arrangement with the Employer regarding times and places, the Union shall be allowed to conduct its orientation for each new employee. The Union shall be permitted to conduct its orientation as part of the orientation program for new employees. Such attendance by employees shall be on a voluntary basis and without loss of pay for the employees involved. Only one Union representative shall be paid to conduct the orientation.

## **ARTICLE 8 - LABOR/MANAGEMENT COMMITTEE MEETINGS**

### **Section 8.1 - Labor/Management Meetings**

For the purpose of maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concern there shall be labor-management meetings. Such meetings shall be scheduled at a time, place and date mutually agreed upon, not to exceed four (4) per year, unless agreed otherwise. Such meetings may be called by either party and may include representatives from specific work locations or all work locations. The party calling the meeting shall prepare and submit an agenda one week prior to the scheduled meeting. Minutes shall be taken and forwarded to the parties. These meetings may be attended by a reasonable number of employees, not to exceed four (4), unless agreed otherwise, and AFSCME staff representatives. Employees shall attend without loss of pay if the meetings are conducted during their normal work hours.

### **Section 8.2 - Committees**

When the Employer establishes a committee which is open to bargaining unit members, the Union may designate a member to the committee.

Nothing herein shall waive the Union's right to bargain pursuant to the provisions of the Illinois State Labor Relations Act.

## **ARTICLE 9 - SENIORITY**

### **Section 9.1 - Definition of Seniority**

Seniority within this collective bargaining unit is determined by an employee's length of continuous service with the Employer as a member of this collective bargaining unit. There shall be no seniority among employees serving an original probationary period as a probation officer within this collective bargaining unit. Upon successful completion of the original probationary period, an employee shall acquire seniority retroactive to the date of hire with the Department.

Seniority for part-time and job-share employees shall be on a pro-rata basis.

### **Section 9.2 - Termination of Seniority**

Seniority shall be terminated when an employee:

a) Voluntarily resigns, provided that he is not re-employed to a position covered by this Agreement within (1) year.

b) Is discharged for just cause;

c) Retires;

d) Is absent for five (5) 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.

### **Section 9.3 - Seniority While on Leave of Absence**

Employees will continue to accrue seniority credit up to thirty (30) days for an unpaid leave of absence.

## **ARTICLE 10 – FILLING OF VACANCIES**

### **Section 10.1– 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 ten (10) working days. To be considered, all interested bargaining unit employees with at least one year of continuous service 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.

### **Section 10.2 – 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 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 a 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/administrator to review the results of the selection process. Also at the employee's request, a Department administrator 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 stated in Article 11. Lastly, the Employer shall consider candidates outside the bargaining unit.

## **ARTICLE 11 - LAYOFF AND RECALL**

### **Section 11.1 - Procedure**

a) The Employer shall determine whether layoffs are necessary, and layoffs shall ordinarily be for lack of work or funds. If it is determined that layoffs are necessary, such layoffs shall be in the inverse order of seniority. The Employer shall notify those employees that may be laid off and AFSCME in writing sixty (60) days prior to an intended date of a planned layoff. Such notification may be subject to change.

All employees in their new hire probationary period and temporary employees in the bargaining unit shall be laid off prior to any non-probationary employee.

b) Recall rights for employees who are not in their new hire probationary period shall exist for a two (2) year period. If a vacancy not filled via the posting procedures stated in Article 10 occurs in a bargaining unit classification, a recall will be initiated and employees who have been laid off shall be offered the position in the reverse order of their layoff, provided the employee meets all licensing requirements of the position. An employee who has not previously performed the duties of the open position satisfactorily will be given a 45 day training period. An employee who fails to perform the duties satisfactorily after the training period will be returned to the recall list, without loss of any rights conferred under the Collective Bargaining Agreement. Following the employee's return to the recall list, the next most senior employee shall be recalled in the same manner.

No employee shall receive a promotion off the recall list. An employee on layoff shall have the right to refuse such vacancies without losing recall rights for the first year. An employee in the second year of layoff who refuses a vacancy shall forfeit his recall rights. A laid off employee who returns to his position shall return to the same step and receive the current rate of pay for that step.

Following a layoff, employees retain their recall rights even if they accept another position in the Department outside the bargaining unit.

## **ARTICLE 12 – WORKING CONDITIONS, SAFETY AND HEALTH**

### **Section 12.1 - General**

The Employer shall endeavor to provide a safe work environment for all employees. The Employer, the Union and all bargaining unit employees shall communicate as necessary to achieve this purpose.

### **Section 12.2 - Safety Committee**

The Department agrees to maintain a Safety Committee. The Employer agrees to allow the Union to designate two (2) members to the committee. Meetings will be held on a quarterly basis. Management may convene additional meetings if it determines an emergency condition exists. Employees are encouraged to report any unsafe working conditions to their immediate Supervisor.

If the Safety Committee meetings are convened during scheduled work hours of Union representatives, all time spent attending the meeting shall be without loss of pay.

Safety issues exclusively relevant to either Probation, Detention, IPS, Pre-trial Field Officers, Home Detention or Juvenile Justice Clinicians may be deferred to a Probation Department-based Safety Committee, to which the Union shall designate two (2) members.

### **Section 12.3 - Safety Training for Field Work**

All officers and Juvenile Justice Clinicians shall participate in annual mandatory safety training prior to being assigned responsibility to conduct activities with offenders outside the courthouse facility, and successful completion of the training will be documented in the employee's personnel file. The Employer will bear the costs of the safety training based upon available funds provided by the County.

### **Section 12.4 - Oleoresin Capsicum**

Officers or Juvenile Justice Clinicians who conduct field visits in the course of their duties, may apply for training/certification leading to authorization to carry Department-approved oleoresin capsicum while conducting field visits. This option can only be exercised upon successful completion of formal training on the use of this equipment and is contingent upon the officer or clinician adhering to Department policies regarding its use. The Employer may in its sole discretion, at a minimum, revoke an officer's or clinician's authority to carry oleoresin capsicum for any violation of Department policies regarding oleoresin capsicum. The Employer will bear the costs of the training and the equipment based upon available funds provided by the County. Subject to receipt by Employer of the written approval of the DuPage County Sheriff's Department, Employer will provide a safe and secured location for the storage of oleoresin capsicum issued to trained and qualified officers.

## **ARTICLE 13 - HOURS OF WORK - PROBATION**

### **Section 13.1 – Workweek**

The work schedule for the Department is subject to the approval of the Chief Judge. The normal business hours of the Department are 8:00 a.m. to 4:30 p.m., Monday through Friday. 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 8:00 a.m. and 4:30 p.m. on days when the Judicial Office Facility (JOF) is open for business.

Each regular full-time employee covered by this agreement will be provided a biweekly salary that represents two (2) 37.5 hour workweeks. For officers assigned to the IPS unit, the workweek begins Monday at 12:01 a.m. and ends at midnight on Sunday. For all other officers covered by this Article, the workweek begins Saturday at 12:01 a.m. and ends at midnight on Friday. In order to receive the full salary and commensurate benefits, the employee must account for 37.5 hours each workweek in the form of actual time worked and approved leave time, i.e., holiday leave, vacation leave, sick leave and compensatory time. "Actual time worked" does not include nonproductive time in the office, such as meal breaks and any other breaks from productive work time. A full day of approved leave represents 7.5 hours of leave time.

### **Section 13.2 - Hours of Work**

The hours of work for each regular full-time employee will consist of a 7.5 hour workday. However, due to the nature of the Department's work, the parties acknowledge that individual work schedules may vary to meet the demonstrated needs of the Department/Court.

The meal period for each regular full-time employee will be 60 minutes, will be unpaid and will be taken during the middle portion of the employee's workday.

An employee may not take the meal period at the beginning of the workday or at the end of the workday. Employees may not forgo the meal period for the purpose of reducing their assigned work schedule. Employees are not allowed to work during their meal periods and end their workday earlier than the established time, unless approved by the Director or designee.

### **Section 13.3 - Flexible Time Schedule**

Flextime is a privilege, not a right, nor a benefit. Flextime is neither possible nor appropriate for every position.

Flextime is available at the Director's discretion based upon the needs of the Department and the Court. For example, a flex schedule will be considered to accommodate the employment needs of the offender or those listed below. Flextime is not for the purpose of employees reducing their assigned work schedule on another day that week.

The work of the Department may require an employee to work different hours beyond a 7.5 hour workday. If an employee is required to work more than 7.5 hours in a workday, the employee's weekly work schedule will be adjusted by reducing the amount of time worked on another day that week, if possible. If operational needs do not allow for a reduction in the hours worked on another workday that week, overtime provisions will apply. If an employee is requesting a flexible time schedule, it will be available at the Director's discretion based upon the needs of the Department and the Court, however, any such requests will be considered primarily for an alternate 7.5 hour workday, between 7:00 a.m. and 7:00 p.m. Monday through Friday.

When scheduling the work hours of an employee the Director or designee will consider both the employee's input and the entire range of unit/division/ Department responsibility including such factors as: compliance with Court mandates, service to the Court, service to offenders, service to victims, coordination with other criminal justice agencies, coordination with other service providers, providing office coverage, and meeting established time frames, deadlines and appointments. The Director or designee will review the schedule to ensure that it conforms to appropriate laws and regulations and that adequate manpower is available for the proposed schedule and that it meets the demands, expectations and all aspects of the position.

For those employees that have worked a four (4) day workweek for twelve (12) consecutive months or more, (employees identified in Exhibit A), the Employer will not alter their work schedule unless the reason for the change is reasonably related to the operational needs of the Department or the employee transfers to a function requiring coverage for five (5) days. If an employee's work schedule needs to be adjusted, a full-time employee must account for 37.5 hours of work in the form of actual time worked and paid leave time.

#### **Section 13.4 - Overtime**

A Supervisor will assign work to an employee to be completed during the usual 37.5 hour workweek. If it is necessary on a given day for an employee to work beyond a 7.5 hour workday, the Supervisor will consider input from the employee and will make appropriate adjustments in the employee's workweek by reducing work hours of another day in that workweek. If operational needs do not allow for such adjustment, then the Supervisor will authorize overtime. The Supervisor will discuss with the employee the method of overtime payment, i.e, compensatory time or pay, prior to assignment of the overtime work. Providing it does not conflict with the needs of the Department, including the Department's budgetary considerations, the employee's preference normally will be honored. An employee shall request permission to take accrued compensatory time off, and such request shall normally be granted, provided the time off does not disrupt the operations of the Department or create an overtime situation. An eligible employee may not accrue more than seventy-five (75) hours of compensatory time.

When an employee works approved overtime, the calculation and compensation of overtime will be as follows:

An employee will receive pay or compensatory time at the rate of one (1) hour for each hour worked beyond 37.5 hours in a particular workweek, up to forty (40) hours of time worked. An employee will receive pay or compensatory time at the rate of one and one-half hours for each hour worked beyond forty (40) hours in a particular workweek. All paid leave, with the exception of sick leave and compensatory time, will be considered as time worked for overtime calculations.

Employees will only work overtime with prior Employer authorization or in emergency situations as outlined by the Employer and where prior authorization is not practical.

An employee may request use of accrued compensatory time. Compensatory time requests that do not provide sufficient notice or adversely impact operations of the Department as determined by the Supervisor will be denied.

### **Section 13.5 – Call Back Pay**

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

### **Section 13.6 – Juvenile Justice Clinician**

Employees in the Juvenile Justice Clinician job title who enter into outside supervision agreements to fulfill licensing requirements may count time spent discussing client cases and treatment procedures with the outside supervisor as hours worked up to a maximum of six (6) hours per month, upon receipt and approval of appropriate documentation by the Employer. This Section shall not apply to employees whose immediate supervisors are eligible to provide supervision to fulfill licensing requirements.

## **ARTICLE 14 – HOLIDAYS**

### **Section 14.1 - Holidays Recognized and Observed**

Holidays are set by the Chief Judge in accordance with the policy of the Supreme Court. All eligible employees shall receive compensation or have equivalent time off on holidays as determined by the Employer. There will be fourteen (14) holidays per calendar year except for new employees as outlined below. The 14 holidays shall consist of the number of specific holidays designated by the Chief Judge and the balance to be personal days. Request for the use of personal days must be approved by the employee's Supervisor.

During the first calendar year of employment, the number of personal days a new employee is eligible for shall be prorated depending on the number of days designated for the year and the number of full months of employment during the first calendar year of employment. A new employee may not earn more than two personal days in their first year of employment. If two days are designated for the year, the employee must work at least nine full months to be eligible for both days. The employee shall be awarded one personal day provided the employee works more than six but less than nine full months in the initial calendar year of employment.

Effective January 1, 2013, employees who have not attained seventeen (17) years of seniority as of January 1, 2013, and employees hired after December 1, 2011 shall receive two (2) additional personal days, for an aggregate total of sixteen (16) designated holidays and personal days per calendar year.

### **Section 14.2 - Eligibility Requirements**

All regular full-time employees, regular job-share employees and regular part-time employees who are budgeted to work at least twenty (20) hours per week are eligible for holiday pay. Job-share and part-time employee entitlement will be prorated according to the percentage that each employee's annual work hours relate to full-time employment.

All regular full-time and job-share employees are eligible for personal day pay. Job-share employees will receive personal day pay benefits apportioned between them according to the percentage that each employee's annual work hours relate to full-time employment. Part-time, temporary, and summer employees are not eligible for personal day pay. Personal days may be taken in no less than  $\frac{1}{4}$  hour increments.

To be eligible for holiday compensation, an employee must work or use accrued leave benefits with the Employer's approval, i.e., vacation, sick, personal day and compensatory time, on the full scheduled work day immediately preceding and following the holiday. An employee scheduled to work a holiday shall not receive holiday pay if that employee does not work that day.

### **Section 14.3 - Holiday During Scheduled Day Off**

When a holiday is observed by the Court on an employee's normally scheduled day off, the Employer will adjust the employee's work hours that week to allow the employee another day off. If the work demands do not allow an adjustment in the employee's workweek, the Employer will provide an additional day's pay or equivalent time off (accrued holiday leave) to be taken in a future workweek. The use of accrued holiday leave shall be granted at the request of the employee so long as the use does not disrupt the operation of the Department or create an overtime situation.

### **Section 14.4 - Work on a Holiday**

When an employee is scheduled and actually works on a holiday observed by the Court as part of the regularly scheduled workweek, the Employer will adjust the employee's work hours that week to allow the employee another day off. In such cases, the Employer will make an effort to adjust the weekly schedule so that the other day off is adjoined to the employee's regularly scheduled day off. If the work demands do not allow an adjustment in the employee's workweek, the Employer will provide compensation, holiday or overtime budget permitting an additional day's pay (at the appropriate rate). If the funding is not available, the employee will receive equivalent time off.

### **Section 14.5 – Regular Holiday Bidding**

During the last quarter of the scheduling year, the Employer will finalize and publish the work schedule for the upcoming year. Once the annual schedule is established, employees can submit their request for holiday time off. Employee requests for regular holiday time off submitted no less than twenty-eight (28) days prior to the beginning of the new annual schedule will be honored based on seniority and coverage needs. Employee requests submitted after that will be honored based on coverage needs on a first come, first served basis with confirmed date and time of submission.

## **ARTICLE 15 –JOB SHARING**

Employees may request job-share opportunities within the Department, as provided for in the Employee Handbook, as may be amended. Such requests shall not be unreasonably denied.

## ARTICLE 16 - VACATIONS

### Section 16.1-Accrual of Vacation Benefits

For the calendar year 2013 and thereafter, each regular full-time employee is eligible to earn vacation benefits according to the table below.

YEARS OF CONTINUOUS SERVICE	VACATION DAYS PAID ANNUALLY	HOURS PER WORKWEEK	ACCRUED HOURS PER MONTH
0 year through the completion of the fourth (4) year	10 Days	37.5 hours	6.25 hours
Beginning of the fifth (5) year through the completion of the ninth (9) year	15 Days	37.5 hours	9.37 hours
Beginning of the tenth (10) year through the completion of the nineteenth (19) year	20 Days	37.5 hours	12.50 hours
Beginning of the twentieth (20) year or more	25 Days	37.5 hours	15.63 hours

Effective January 1, 2013, employees who have attained seventeen (17) years of seniority as of January 1, 2013, shall receive longevity days in addition to their earned vacation benefits in accordance with the table set forth below. Said longevity days shall be treated in the same manner as vacation benefits, except that longevity days shall not be eligible for monetary compensation, may not be sold and may not be carried over from one year to the next if unused.

**Longevity Day Eligibility Table**

Years of Seniority Attained on January 1	Number of Longevity Days to which Employee is Entitled
17	3
18	4
19	5
20	1
21	2
22	3
23	4
24 and above	5

Vacation benefits are calculated and recorded at the beginning of each calendar year in anticipation of the employee working the full year. If an employee separates or is

separated from employment before the end of the calendar year and has used all of the recorded vacation benefits, the employee must repay the value of the unearned but used portion of the vacation benefits at the same rate it was advanced. The employee's final paycheck will be reduced by the amount owed, unless other arrangements have been made.

Accrual of vacation benefits ceases during disability or family leaves of absence over thirty (30) days. Vacation time does not accrue during a personal leave of absence.

Upon voluntary termination of employment or layoff, the employee who has completed one (1) year or more of service will receive monetary compensation for earned but unused vacation benefits. This amount shall not exceed a maximum of thirty-five (35) days.

Employees may carry over up to two (2) weeks (ten (10) days) of vacation from one (1) year to the next, according to their normally scheduled bi-weekly hours. If an employee wants to carry over more than ten (10) days of vacation, the employee should submit a written request by the end of the calendar year. The request must be approved by the employee's Department Head, and then submitted to the Court Administrator for final approval. Any vacation carried over in excess of ten (10) days must be used within the first quarter. The excess carry-over vacation cannot be sold.

All employees who have separated employment from a department under authority of the Eighteenth Judicial Circuit and have been re-hired within three (3) months from the date of separation, shall retain seniority for the purpose of vacation accrual. An employee re-hired after three months shall accrue vacation time as of their most recent employment date.

## **Section 16.2 - Use of Vacation Benefits**

All regular full-time employees with six (6) months of continuous service are eligible to request the use of vacation benefits.

Employees must submit vacation requests in writing to their immediate Supervisor.

Vacation requests will be processed on a first-come, first-served basis.

Vacation benefits may be taken in increments of no less than one quarter hour.

A requested vacation which would adversely impact the Department's operations or provide insufficient notice may be denied.

Eligible part-time employees will receive vacation pay prorated based on the number of hours they are regularly scheduled to work as it relates to full-time employment.

Job-share employees will receive vacation pay benefits apportioned between them according to the percentage that each employee's annual work hours relate to full-time employment.

## ARTICLE 17 - SICK LEAVE

### Section 17.1 - Accrual

All regular full-time employees will begin to accrue sick leave credits beginning the first full month of service.

Effective January 1, 2013, all sick time hours accrued, unused, and banked prior to January 1, 2013, will continue to be eligible for pay based on years of service at time of separation following the procedures outlined below under Section 17.4 Payout/Separation from Employment. Also effective January 1, 2013, employees will accrue eight (8) sick days annually and sick time credits will accrue at a rate of 5 hours per month and the schedule set forth below shall no longer be applicable.

Prior to January 1, 2013, the following schedule of sick leave accrual shall apply.

<u>Service in Years</u>	<u>Hours Per Workweek</u>	<u>Accrued Hours Per Month</u>	<u>Days Accrued Annually</u>
First full calendar month to the end of six (6) years	37.5	3.75	6
Beginning of the seventh (7) year to the end of the eleventh (11) year	37.5	4.37	7
Beginning the twelfth (12) year to the end of the sixteenth (16) year	37.5	5	8
Beginning the seventeenth (17) year to the end of the twentieth (20) year	37.5	5.62	9
Beginning of the twenty-first (21) year and greater	37.5	6.25	10

Sick time earned after January 1, 2013, will be maintained separately from sick time banked prior to January 1, 2013, and may only be used in accordance with Section 17.2 Use of Sick Leave and to obtain service credit to the full extent allowed as per Section 17.4 3(b).

Job-share employees will receive sick leave benefits apportioned between them according to the percentage that each employee's annual work hours relate to full-time employment. Temporary and summer employees are not eligible for sick leave benefits.

Sick leave credits are not earned and do not accrue during any personal leave of absence or after the first thirty (30) calendar days of any medical leave of absence.

Accrued sick leave credits, earned prior to January 1, 2013, can be carried forward from year to year up to a maximum of two-hundred fifty (250) days. Accrued sick leave credits earned after January 1, 2013, can be carried forward from year to year up to a maximum of 120 days.

### **Section 17.2 – Use of Sick Leave**

Sick leave may be used for illness, injury or disability to the employee; or for illness injury, or disability to a member in the immediate family or household of the employee; or for appointments with physicians, dentists or other medical practitioners.

For purposes of this section, immediate family or household shall be spouse, parent or step-parent, grandparent, siblings, children or step-children, in-laws, or any relative or person living in the employee's household for whom the employee has custodial responsibility or where such person is financially or emotionally dependent on the employee.

Planned sick leave may be taken in increments of no less than one-quarter (1/4) hour. Emergency sick leave may be taken in increments of no less than one-quarter (1/4) hour.

### **Section 17.3 – Notification**

The employee must provide reasonable notice to the Employer when requesting sick leave which can be planned or anticipated, e.g., medical appointments, surgery, disability related to pregnancy, etc. The employee must notify the Employer at least fifteen (15) minutes prior to the start of the employee's work day when the employee is requesting sick leave for illness, injury, or a disabling condition. If the employee is unable to contact the Employer due to the employee's condition or situation, e.g., emergency hospitalization, the employee must notify the Employer as soon as possible.

An employee absent due to illness or injury for three or more consecutive work days must provide their Supervisor with a doctor's statement upon return to work. The doctor's statement must explain in lay language the nature of the illness or injury, attest to the employee's fitness to return to work and indicate any medical restrictions. Such statement will be considered confidential and will be maintained in a separate file from the employee's personnel file. Failure to provide the doctor's statement on the day the employee returns to work could result in denial of sick leave benefits, charging the absence to unauthorized absence without pay, and possible disciplinary action.

The Probation Director may require an employee to present a doctor's statement, as described above, for sick absences of less than three days if there is reason to believe the employee is using excessive amounts of sick leave or abusing sick leave policy.

## **Section 17.4 – Payout/Separation from Employment**

### For employees hired prior to December 1, 2007:

1. Once an employee accrues thirty (30) days of sick time, he has the option to continue to accumulate sick time, or request monetary compensation for accrued, unused sick time earned prior to January 1, 2013, for up to five (5) days of sick time per calendar year at the payout percentage based on his length of service as indicated in the payout table below.
2. Employees may request monetary payment for sick time not more than one (1) time per year.
3. Upon separation or layoff, the employee has the option to either:
  - a. Receive monetary compensation for accrued, unused, sick time earned prior to January 1, 2013, based on the Sick Time Payout Table below; or
  - b. If an employee is eligible to receive an IMRF pension within sixty (60) days of their separation or layoff, the employee has the option to apply accrued, but unused, sick time toward IMRF service credits. Service credits awarded under this option will be exchanged at a value equal to the total number of the employee's unused sick days. Such service credit procedures are subject to any changes in Illinois law and IMRF policies.

**SICK TIME PAYOUT TABLE**

YEARS OF COMPLETED CONTINUOUS SERVICE	MONETARY COMPENSATION PERCENTAGE RATE
5 through 7 years	50%
8 through 10 years	67%
11 through 15 years	75%
16 years or greater	100%

### For employees hired after November 30, 2007:

For an employee who has completed eight (8) years of service, upon separation or layoff, the employee will have the option to either:

- a. Receive monetary compensation for accrued, unused sick time accrued prior January 1, 2013, at 50% of the value; or

- b. If an employee is eligible to receive an IMRF pension within sixty (60) days of their separation or layoff, the employee has the option to apply accrued, but unused, sick time toward IMRF service credits. Service credits awarded under this option will be exchanged at a value equal to the total number of the employee's unused sick days. Such service credit procedures are subject to any changes in Illinois law and IMRF policies.

### **Section 17.5 – Sick Leave Donation**

The Employer and the Union agree that a mutually acceptable sick leave bank program has been jointly formulated and implemented by the parties. The Employer agrees to the continuation of the program as it may be modified by a consensus of a committee appointed by the parties. Such modifications shall be subject to the approval of the Chief Judge.

## **ARTICLE 18- LEAVES OF ABSENCE**

### **Section 18.1 - Family Medical Leave**

#### **Compliance with Applicable Laws**

The Employer will comply with all Federal and State laws in granting Family Leave to employees to allow them to care for their families under certain circumstances, while maintaining benefit coverage and employment status. The provisions which follow are subject to any mandated changes in such laws.

#### **Eligibility Requirements**

All regular full-time employees who are budgeted to work at least twenty (20) hours per week, have completed twelve (12) months of continuous service and who have worked at least 1,250 hours in the preceding twelve (12) months are eligible to take Family Leave. An eligible employee will be entitled to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for one or more of the following:

1. The birth of a child of the employee;
2. The placement of a child with the employee for adoption or foster care;
3. To care for a spouse, child or parent of the employee when a serious health condition arises;
4. A serious health condition that makes the employee unable to perform the essential functions of their position;
5. Qualified Exigency Leave related to spouse, child, or parent called to active duty in the National Guard or Reserves. An eligible employee will be entitled to a total of twenty-six (26) workweeks of unpaid leave during a designated twelve (12) month period to care for an injured or ill military service member who is the employee's spouse, son or daughter, parent or "next of kin." The leave is applied on a per-service member, per-injury basis.

#### **Use of Time**

In cases of birth or adoption of a child of the employee, an employee shall be required to use any accrued vacation or compensatory time or sick leave during such family leave granted, providing this does not interfere with eligibility for IMRF disability benefits.

In cases of serious health conditions of the employee or his spouse, child, or parent, the employee shall be required to use any accrued vacation, compensatory or sick leave during such family leave granted, providing this does not interfere with eligibility for IMRF disability benefits. An employee's leave may be broken into time segments of less than twelve (12) weeks and/or may be taken as a reduced work schedule upon-agreement of the employee and the Director. If the Family Leave includes an employee's disability, the Disability Leave is part of the Family Leave to the degree that they coincide in time. Family

leave is normally taken in full-day segments but may be taken in smaller increments at the discretion of the Director and as provided by law.

Failure to return from a leave of absence within the designated or agreed-upon time frame may result in separation of employment.

### **Requests for Leave**

An employee must submit a written Request for Family Leave at least thirty (30) days in advance, where practical, stating both the purpose and the beginning and ending dates of the leave.

Requests for Family Leave must be approved by the Director of Probation and Court Services and the Court Administrator. When requesting a leave, the employee shall provide certification by a health care provider to include the following:

1. The date on which the serious health condition began;
2. The probable duration of the condition;
3. Appropriate medical facts regarding the condition to the extent allowed by law;
4. A statement that the employee is needed to care for the child, spouse or parent or that the employee is unable to perform the functions of the position;
5. In the case of intermittent leave for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment.

### **Reduced Work Schedule**

If a reduced work schedule or intermittent leave is approved, the employee may be temporarily transferred to an available alternate position for which the employee is qualified. Accordingly, salary and benefits may be reduced to reflect a prorated basis.

### **Return to Work**

Upon return from a Family Leave, the employee will be placed in the same or equivalent position, with equivalent pay and equivalent benefits, that the employee held immediately prior to the commencement of the Family Leave. Eligibility for accrual of seniority will be determined by the provisions of Article 9.

### **Failure to Return/Insurance**

If an employee fails to return from leave for reasons other than the continuation, recurrence or onset of a serious health condition or other circumstances beyond the control of the employee, the County may recover the premium that was paid for maintaining group health plan coverage, while the employee was on Family Leave. If an employee remains on approved leave after exhausting his twelve (12) weeks of Family Medical Leave, the employee will be responsible for the entire premium, for the duration of the approved leave. If an employee fails to pay his share of the premium, coverage may be canceled.

## **Spousal Employment**

If a husband and wife are both employed by the Circuit Court, they shall each be allowed twelve (12) workweeks during any twelve (12) month period if the Family Leave is taken for birth, adoption or to care for a parent who has a serious health condition.

## **Section 18.2 – Workers' Compensation**

The Employer will follow State and Federal laws which provide for protection of Employees experiencing occupational disabilities through accidents or illness in the course of employment. The Employer will work with the County of DuPage to provide statutory benefits as required by the Worker's Compensation Act.

An employee who sustains a work-related injury must notify the immediate Supervisor as soon as possible, provide documentation of the injury/illness, and meet deadlines as required.

The Employer will administer the work related injuries provisions of the Agreement in accordance with the procedures stated in the Employer's Employee Handbook as may be amended from time to time. Any amendments will be affirmatively communicated to those impacted by such changes. Further, nothing in the Employer's Handbook and practice will be in violation of the Illinois Workers Compensation Act. Employee concerns may be directed to the Illinois Workers Compensation Commission at <http://www.iwcc.il.gov>.

## **Section 18.3 – IMRF Disability Benefits**

With respect to IMRF Disability Benefits, employees will be subject to the terms and conditions of the IMRF Plan. The provisions which follow are subject to any mandated changes in the IMRF plan.

Any employee who is verifiably absent from the job because of injury, illness, or other non-elective medical condition for thirty (30) or more calendar days, and as a result of the condition cannot perform the essential job functions, is considered disabled. Disability Leave begins the day after the last day worked and runs concurrently with Family Leave if the employee is eligible for Family Leave.

To be eligible for the non-occupational disability leave and benefits, the employee must provide written documentation from a licensed care provider which indicates the nature and extent of the disability.

## **Job Security**

An employee with fewer than twelve (12) consecutive months of service may be separated if the disability extends for more than thirty (30) days.

An employee with twelve (12) or more consecutive months of service who is on a disability leave for twelve (12) workweeks or less, will have the right to return to his former budget classification.

An employee on disability leave for more than twelve (12) workweeks, may return to the former budget classification if it is available. If it is not available, the employee will be separated.

### **Benefit Continuation**

An employee with less than six (6) consecutive months of service will be eligible to continue medical coverage for thirty days at his own expense.

An employee with six (6) to twelve (12) consecutive months of service will be eligible to maintain health coverage at the employee's own expense for a period equal to half of the term of service.

An employee with twelve (12) months or more of consecutive service and who has exhausted Family Medical Leave will be eligible to retain health coverage for half the length of service up to a maximum of thirty (30) months by paying for the full cost of coverage.

### **Return to Work**

Prior to returning to work from a disability, the employee must obtain a written statement from a licensed care provider indicating the employee's ability to perform the essential job functions and the end date of the disabling condition.

### **Section 18.4 - Personal Leave**

The Employer may allow employees to take a Personal Leave of Absence without pay for extraordinary circumstances of personal need when it is determined to be in the best interest of both the Circuit Court and the employee. The Chief Judge is the approval authority for employees of the Probation and Court Services Department. A Personal Leave is an approved temporary suspension of employment without pay and is not regarded as Family Leave, sick time or IMRF Disability Leave. A Personal Leave initiated at the employee's request is not to exceed six (6) months unless an exception is approved by the Chief Judge.

### **Eligibility Requirements**

All regular full-time and regular part-time employees are eligible to request a Personal Leave.

To be eligible for a Personal Leave without pay an employee must have used all of his vacation, compensatory time, and personal day time earned prior to the beginning of an unpaid Personal Leave.

## **Benefits**

Sick and vacation days will not accrue while the employee is on a Personal Leave, nor will an employee be eligible for holiday pay.

During a Personal Leave, an employee may continue participation in the County's benefits programs by paying the total cost of those programs.

The anniversary date for an employee on a Personal Leave will be adjusted to account for the break in service.

## **Job Security**

Normally, during a Personal Leave, the workload of the employee on leave is absorbed by other employees. If this is not practical, the leave approval authority or designee may determine whether the employee must be temporarily replaced.

If the employee does not return to active employment by the agreed date, not to exceed six (6) months, the Employer will terminate employment, including all County-paid benefits.

The Employer will make every effort to place the employee in his former budget classification. If the budget classification is not available, the employee will be restored to a classification of like seniority, status and pay if available, provided the employee is qualified for the position. If this is not possible, the employee will have employment terminated.

## **Submittal**

An employee requesting a Personal Leave must submit a written request to the Director stating both the purpose and the beginning and ending dates of the Personal Leave.

A Personal Leave of Absence must be approved by the Director of the Department of Probation and Court Services and the Chief Judge or designee.

## **Other Employment**

During the approved Personal Leave, the employee will not engage in any other employment without the prior approval of the Director of the Department of Probation and Court Services.

## **Section 18.5 - Bereavement Leave**

The Employer will provide employees with Bereavement Leave according to the chart and provisions below:

## Eligibility Requirements

All regular full-time employees are eligible to take bereavement leave. Bereavement Leave ONLY applies to the following relationships:

UP TO THREE (3) DAYS LEAVE			
Mother	Child	Grandchild	Son-in-law
Father	Mother-in-law	Stepparent	Daughter-in-law
Brother	Father-in-law	Stepchild	
Sister	Grandparent	Sister-in-law	
Spouse	Grandparent-in-law	Brother-in-law	

*The above also applies to a person who is legally acting as a guardian in one of the above capacities, and applies to any person living in the employee's household for whom the employee has custodial responsibility or where such person is financially or emotionally dependent on the employee.*

### Notification

An employee shall notify his Supervisor, Deputy Director, or Superintendent immediately following the death of an immediate family member.

### Time Off

Bereavement/funeral leave must be taken in consecutively scheduled days immediately following the death, unless approved by the Court Administrator.

If the death should occur over a weekend or holiday, a regular full-time employee may be eligible for the full Bereavement/Funeral Leave if circumstances exist that delay funeral arrangements.

If an employee requests additional days off, vacation, personal days or compensatory time may be scheduled and is subject to the approval of the Supervisor or Department Head. In the event of a death of an individual outside the aforementioned list, vacation, personal days or compensatory time may be scheduled and is subject to the approval of the Supervisor or Department Head.

## **ARTICLE 19 - LEAVES OF ABSENCE (PARTIAL)**

### **Section 19.1 - Military Leave**

The Employer will comply with all applicable Federal and State laws related to military leave including the Uniform Services Employment and Re-Employment Rights Act of 1994 (USERRA) as may be amended by the Employer from time to time during the term of this Agreement.

### **Section 19.2 - Jury Duty**

Employees are granted a leave of absence with pay for the time they are required to serve on jury duty.

All employee benefits will continue in effect during their time spent on jury duty. Employees shall turn over to the Department any payment received for jury duty, less travel reimbursement.

## **ARTICLE 20 - INSURANCE**

Bargaining Unit employees under this Agreement shall continue to receive the same health, life, dental, and other insurance benefits at the same employee/dependent premium cost as all other DuPage County employees. In no event will Bargaining Unit employees hereunder pay more premiums, co-pays, or receive less benefits than all other County employees.

## **ARTICLE 21 - MISCELLANEOUS**

### **Section 21.1 - Probationary Period**

The probationary period for new employees shall be one (1) year. The probationary period for employees promoted from one classification within the bargaining unit to another is six (6) months.

During the probationary period for new employees, the employment may be terminated by either the employee or the Employer for any reason or no reason. Nothing herein shall waive an employee's statutory rights.

During the probationary period for an employee promoted from one classification within the bargaining unit to another, the employee may be demoted to the prior classification if their work performance is unacceptable.

Actions taken pursuant to this Section are not grievable.

### **Section 21.2 - Demotion**

Employees who are not fulfilling their responsibilities at a competent level, may be considered for demotion rather than termination when they qualify and have the requisite knowledge and skills for a position of a lower classification.

Employees may, for personal or other reasons, request in writing a position of a lower classification.

### **Section 21.3 – Printing of the Agreement**

The Union shall have the contract and any agreed upon Memoranda of Understanding printed, and bargaining unit employees shall be provided a copy.

### **Section 21.4 – Employee Retention**

The Employer will provide the benefits of the County's retention program with the conditions and specifications as stated in the County handbook as may be amended from time to time.

### **Section 21.5 – Car Insurance**

The Employer will reimburse employees up to \$100 each December 1, for the cost of increased insurance as a result of business use modifications of their personal auto insurance plans. To qualify for such reimbursement employees will provide proof of insurance purchase.

## **ARTICLE 22 – SAVINGS CLAUSE**

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

The parties shall immediately meet to negotiate over the provisions that are so declared.

## **ARTICLE 23 - PERSONNEL FILES**

### **Section 23.1 - Employee Review**

Employees and/or their Union representative, if authorized by the employee, shall have the right, upon request, to review and copy, under supervision, the contents of their personnel file.

### **Section 23.2 - Employee Notification**

A copy of any disciplinary action or material related to employee performance that is placed in the employee's personnel file shall first be served upon the employee.

## **ARTICLE 24 - NO STRIKE OR LOCKOUT**

### **Section 24.1 - Strike Prohibited**

This Agreement contains a grievance resolution procedure which provides for final and binding arbitration of disputes concerning the administration and interpretation of this Agreement. During the term of this Agreement, the Union, its officers, agents, representatives and members shall not in any way, directly or indirectly, call, initiate, authorize, participate in, sanction, encourage or ratify any strike, sit-in, slowdown, cessation or work stoppage, boycott or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer, or ratify, condone or lend support to any such conduct or action. Neither the Union nor any employee shall refuse to cross any picket line, by whomever established, except where the individuals' physical safety could be endangered by doing so.

In the event of action prohibited by this section, the Union immediately shall disavow such action and instruct the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations.

### **Section 24.2 - Discipline of Strikers**

Any employee who violates the provisions of Section 24.1 shall be subject to immediate discharge.

### **Section 24.3 - No Lockout**

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

### **Section 24.4 - Employer's Judicial Remedies**

Nothing in this Article shall be construed as a limitation upon the right of the Employer to seek judicial relief in the nature of injunctive relief and or money damages, or to discipline employees, if this Article is violated.

## **ARTICLE 25 - SUBCONTRACTING**

The Employer will not subcontract work historically performed by the bargaining unit without reasonable notification and discussion with the Union.

## **ARTICLE 26 - PERFORMANCE EVALUATIONS**

Performance appraisal of each bargaining unit employee will be conducted by management on an annual basis. An employee's evaluation shall be reviewed and discussed with the employee. An employee's signature on the evaluation does not constitute agreement with the evaluation.

A Supervisor will meet with an employee at the beginning of the evaluation period to discuss the performance appraisal system and expectations. Throughout the evaluation period, the Supervisor will provide the employee with periodic feedback about significant performance matters, including exceptional work and performance concerns. Throughout the evaluation period, the employee will provide information to the Supervisor about significant performance achievements and about performance below standards.

The employee will be provided with a form to conduct a self-evaluation of their performance during the evaluation period. The employee will discuss the results of the self-evaluation with the Supervisor at the annual review.

## **ARTICLE 27 - AUTHORITY OF CONTRACT**

The Employer and Union agree that where the Employee Handbook contradicts this Collective Bargaining Agreement, the terms of this Collective Bargaining Agreement shall govern.

The Employer agrees that during the period of this Agreement, it shall not change the Employee Handbook as it relates to the bargaining unit without prior notice to the Union.

## **ARTICLE 28 - SUBSTANCE ABUSE TESTING**

### **Section 28.1 - 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.).

### **Section 28.2 - 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 reassign the employee for the period of time during which the employee is affected. 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.

### **Section 28.3 - Type of Testing**

Where the Employer has probable cause to believe that the employee has consumed alcohol during the course of the work day, 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 28.9 below.

#### **Section 28.4 - Order to Take Test**

The Employer shall provide the employee at the time he 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.

#### **Section 28.5 - Tests to be Conducted**

The Employer shall use a clinical laboratory or hospital facility that is licensed per the Illinois Clinical Laboratory Act. The 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. The 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.

#### **Section 28.6 - 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 28.1 of this Article. The employee shall receive a copy of all test results, information, documents and other reports received by the Employer.

### **Section 28.7 - 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.

### **Section 28.8 - Voluntary Request for Assistance**

No adverse employment action shall be taken in any manner or form against any employee for voluntarily seeking assistance for alcohol- or prescription-drug-related problems, other than the Employer may temporarily reassign an employee if he is then unfit for duty in his current assignment. Provided, however, an employee who voluntarily seeks assistance for an alcohol or prescription 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.

### **Section 28.9 - 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 prescription drugs, and submits to random testing as may be directed by his counselors in an appropriate aftercare program. If such a program is offered and accepted by the employee, then the employee must satisfactorily participate in the program as a condition of continued employment. 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 aftercare 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.

**Section 28.10 - Pre-Employment Testing**

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

## **ARTICLE 29 - WAGES**

### **Section 29.1 – Fiscal Year 2016**

Effective the beginning of the first pay period in December 2015, the salary of each employee in a bargaining unit position shall be increased by an amount equal to 2% from its existing level.

#### **Merit Bonus**

Effective the first pay period after June 1, 2016, all eligible employees determined by management as significantly exceeding the performance standards will receive a merit bonus. The total amount for merit bonuses will not be less than \$25,000 and will not exceed \$25,500. No employee will receive a merit bonus that exceeds 2% of the employee's annual salary. Qualifying employees working less than full time will receive a prorated bonus amount. To be eligible for a merit bonus, an employee must have completed the first or subsequent year of continuous service as of June 1, 2016. Merit bonus will not be included in the employee's annual salary.

### **Section 29.2 – Fiscal Year 2017**

Effective the beginning of the first pay period in December 2016, the salary of each employee in a bargaining unit position shall be increased by an amount equal to 2% from its existing level.

#### **Step Increase**

The parties acknowledge that all employees in the bargaining unit have remained at their respective step in effect on November 30, 2015, through the date of May 31, 2017. Effective the first pay period in June 2017, the step system shall resume and the salary of all employees in the bargaining unit who have completed their new hire probationary period, and who have performed their assigned duties satisfactorily, will be moved to and receive the rate of salary of their next adjacent higher step for their classification shown in Exhibit B.

#### **Merit Bonus**

Effective the first pay period in June 2017, all eligible employees determined by management as significantly exceeding the performance standards will receive a merit bonus. The total amount for merit bonuses will not be less than \$25,000 and will not exceed \$25,500. No employee will receive a merit bonus that exceeds 2% of the employee's annual salary. Qualifying employees working less than full time will receive a prorated bonus amount. To be eligible for a merit bonus, an employee must have completed the first or subsequent year of continuous service as of June 1, 2017. Merit bonus will not be included in the employee's annual salary.

### **Section 29.3 – Fiscal Year 2018**

Effective the beginning of the first pay period in December 2017, the salary of each employee in a bargaining unit position shall be increased by an amount equal to 2% from its existing level.

### **Merit Bonus**

Effective the first pay period in June 2018, all eligible employees determined by management as significantly exceeding the performance standards will receive a merit bonus. The total amount for merit bonuses will not be less than \$25,000 and will not exceed \$25,500. No employee will receive a merit bonus that exceeds 2% of the employee's annual salary. Qualifying employees working less than full time will receive a prorated bonus amount. To be eligible for a merit bonus, an employee must have completed the first or subsequent year of continuous service as of June 1, 2018. Merit bonus will not be included in the employee's annual salary.

### **Section 29.4 – Above the Step Employees**

Effective with the Fiscal Year 2017 step increases referred to above, any employee who is already compensated at Step 18, or above, of Exhibit B for their job classification, shall receive an increase in salary of 2% of his existing salary effective on the date the employee would otherwise have been eligible for a step increase in salary in June 2017. The dollar amounts of such increases will be applied to current salary and will not be considered as bonus.

### **Section 29.5 – Hiring Above Step 2**

The Employer will notify the local union president when an employee is hired at a salary above the second step of Exhibit B.

### **Section 29.6 – On-Call Pay**

a) On-Call Pay is defined as compensation for carrying a beeper, cell phone or pager in order to be available to respond to a bona fide emergency situation which significantly limits the employee's activities outside the workplace.

b) For each week that an employee is assigned a beeper, cell phone or pager and required to be available to return to work on short notice, the employee shall be guaranteed a minimum of three (3) hours of pay at one and one half (1½) his regular rate of pay.

On-call pay may not be banked as compensatory time.

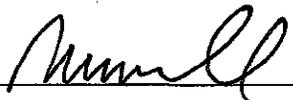
**ARTICLE 30 - TERM OF AGREEMENT**

Unless otherwise specified herein, upon execution by both parties, this Agreement shall be effective as of December 1, 2015, and shall remain in full force and effect until 11:59 p.m. on the 30<sup>th</sup> day of November 2018. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date.

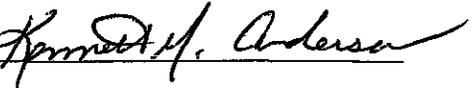
Wages in effect on November 30, 2018, shall remain in effect until a new Agreement is reached. Notwithstanding any other provision of this Article or agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this

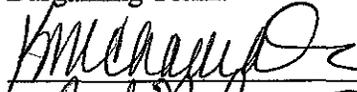
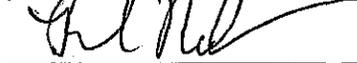
CHIEF JUDGE OF THE 18<sup>TH</sup>  
JUDICIAL CIRCUIT COURT

By: 

AMERICAN FEDERATION OF  
STATE, COUNTY & MUNICIPAL  
EMPLOYEES, COUNCIL 31,  
AFL-CIO

By: 

Bargaining Team:

Kenneth A. McDaniel







## **Exhibit A**

Employees working a four-day work week for twelve consecutive months:

Ed Barnat

Diane Biggs

Walter Davis

Joe Dwyer

Annette Hosteny

John Mains

Kathy McNamara

Jim Mileski

Renee Nolan

Heidi Simpson

Randy Wernecke

Tonie White

## Exhibit B

### Probation Officer

6/1/2015

Step 1	\$40,644.00
Step 2	\$41,815.00
Step 3	\$42,173.00
Step 4	\$43,323.00
Step 5	\$44,483.00
Step 6	\$45,643.00
Step 7	\$46,803.00
Step 8	\$47,963.00
Step 9	\$49,122.00
Step 10	\$50,283.00
Step 11	\$51,443.00
Step 12	\$52,602.00
Step 13	\$53,763.00
Step 14	\$54,922.00
Step 15	\$56,082.00
Step 16	\$57,242.00
Step 17	\$58,402.00
Step 18	\$59,562.00

### Intensive Probation Officer

6/1/2015

Step 1	\$41,659.00
Step 2	\$42,859.00
Step 3	\$44,078.00
Step 4	\$45,295.00
Step 5	\$46,513.00
Step 6	\$47,731.00
Step 7	\$48,949.00
Step 8	\$50,166.00
Step 9	\$51,385.00
Step 10	\$52,602.00
Step 11	\$53,821.00
Step 12	\$55,038.00
Step 13	\$56,256.00
Step 14	\$57,474.00
Step 15	\$58,692.00
Step 16	\$59,910.00
Step 17	\$61,128.00
Step 18	\$62,345.00

**Senior Probation Officer**

**6/1/2015**

Step 1	\$45,210.00
Step 2	\$46,512.00
Step 3	\$47,847.00
Step 4	\$49,181.00
Step 5	\$50,514.00
Step 6	\$51,849.00
Step 7	\$53,182.00
Step 8	\$54,516.00
Step 9	\$55,851.00
Step 10	\$57,184.00
Step 11	\$58,518.00
Step 12	\$59,851.00
Step 13	\$61,186.00
Step 14	\$62,520.00
Step 15	\$63,853.00
Step 16	\$65,188.00
Step 17	\$66,522.00
Step 18	\$67,855.00

**Juvenile Justice Clinicians**

**6/1/2015**

Step 1	\$45,104.00
Step 2	\$45,781.00
Step 3	\$46,467.00
Step 4	\$47,164.00
Step 5	\$47,872.00
Step 6	\$48,590.00
Step 7	\$49,319.00
Step 8	\$50,058.00

**Senior Juvenile Justice Clinicians**

**6/1/2015**

Step 1	\$48,180.00
Step 2	\$48,902.00
Step 3	\$49,636.00
Step 4	\$50,380.00
Step 5	\$51,136.00
Step 6	\$51,903.00
Step 7	\$52,682.00
Step 8	\$53,472.00