

ILLINOIS FOP LABOR COUNCIL

and

THE CHIEF JUDGE OF THE 17TH JUDICIAL CIRCUIT

Winnebago County Probation, Detention, Bailiffs & Secretaries

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AGREEMENT

THIS AGREEMENT made and entered into by and between the CHIEF JUDGE OF THE 17TH JUDICIAL CIRCUIT (hereinafter referred to as "Employer") and THE ILLINOIS FRATERNAL ORDER OF POLICE (hereinafter referred to as the "Union"), for and on behalf of THE WINNEBAGO COUNTY JUDICIAL BARGAINING UNIT as defined in Article 1, section 1 of this Agreement.

PREAMBLE

WHEREAS, Employer has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting relations with certain of their employees insofar as negotiations, practices and procedures are appropriate to the primary obligation of the Employer to operate efficiently and responsibly in service to the public; and

WHEREAS, the Employer and Union recognize complex fiscal considerations are involved in County government and the funding of the judicial system, and Employer and Union seek to ensure services are as high as possible consistent with fair wages and working conditions for employees; and

WHEREAS, the Employer and Union desire to establish harmonious relations through a mutual process, to provide fair and equitable treatment to employees, to promote the equality and continuance of public service while fully recognizing the value of employees as they perform vital and necessary work; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay, wages, hours of employment and conditions of employment, and to provide for the prompt and equitable resolution of disputes; and

WHEREAS, the parties to this agreement mutually agree that their objective is for the good and welfare of the County, the Court and its employees alike and they will abide by the terms and conditions as hereinafter set forth and agreed upon; and that all personnel covered by this agreement will seek to maintain public trust as persons governed by the high ideals of honor and integrity in all of their public and personal conduct; and

WHEREAS, the Employer and the Union recognize the constitutional and inherent powers of the Judicial Branch of government and agree that no provision of this contract may be interpreted or enforced in such a manner as to impinge on or interfere with the constitutional and inherent powers of the Judicial Branch; and

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

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

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

ARTICLE 1 RECOGNITION

Section 1.1 - Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, terms and conditions of employment for all full-time non-exempt employees of the Chief Judge of the 17th Judicial Circuit who are employed in Winnebago County in the following job classifications: Bailiffs, Court Services and Public Defender's Office Secretaries, CASA Officer(s), Senior Officers, Adult Probation Officers, Juvenile Probation Officers, Pretrial Officers, Resource Intervention Officers, and Detention Officers.

For purposes of this Section, "full-time" employees means non-exempt employees who are regularly scheduled to work the normal work week(s) described in Article 10 - Hours of Work and Overtime. Unless otherwise provided, probationary employees shall be subject to the terms and conditions of this Agreement, except that for the term of their probationary period they may be discharged or terminated for any reason or for no reason at all, and such discharge or termination shall not be subject to the grievance procedure.

Exempt from the bargaining unit are all other employees of the Employer, including, but not limited to, all short-term, professional, confidential, supervisory and managerial employees as defined by the Illinois Public Labor Relations Act, as amended.

Section 1.2 - Probationary Period

All new employees, including rehired employees, shall be considered as probationary employees and must successfully complete a probationary period before attaining permanent employment status. Any permanent employee who is transferred other than on a temporary basis, or promoted shall be considered as a special probationary employee and must successfully complete a special probationary period before being permanently appointed to the new or related position classification. Any permanent employee that is subject to involuntary transfer shall not have to complete any probationary period.

Each newly hired or rehired employee becomes a probationary employee upon the date of their employment, and remains so until they have successfully completed the required probationary period. The required probationary period shall be as set forth below:

1. Court Services Officers: Six (6) months.
2. Other Newly Hired Employees: One hundred twenty (120) days.

3. Rehired Employees: Thirty (30) days. Rehired employees are those individuals formerly employed by the Employer who have been rehired to the same position classification previously held within twelve (12) months except those employees recalled pursuant to the provisions of Article 19, Section 19.2, Recall.

The probationary period required above represents a total cumulative service time and may be adjusted upward so as to properly allow any authorized leaves of absence or other approved breaks in service. However, should any such leave of absence or break in service be greater than two (2) months in the case of newly hired employees, or one (1) month in the case of rehired employees, the Employer may require that the entire probationary period be reinstated at the time the employee returns to work.

Any permanent employee who is transferred other than on a temporary basis, or promoted becomes a special probationary employee upon the date of the transfer or promotion, and remains so until he/she has successfully completed a required special probationary period. These special probationary periods shall be as set forth below:

- 1) Transferred employees: Sixty (60) calendar days.
- 2) Promoted employees: Ninety (90) calendar days.

The special probationary periods required above represent a total cumulative service time and may be adjusted upwards so as to properly allow approved breaks in service. However, should any such leave or break in service be greater than thirty (30) calendar days, the Employer may require that the entire special probationary period be restarted at the time the employee returns to work. Any permanent employee that is subject to involuntary transfer shall not have to complete any probationary period.

For the purpose of this Agreement, special probationary employees shall be considered to be bargaining unit employees who are entitled to all of the benefits of this Agreement. If a special probationary employee fails to demonstrate that he/she can completely and satisfactorily perform the job within the special probationary period, the Employer shall return the employee to his or her former position classification, if vacant, at the former hourly rate of pay, without loss of seniority.

If the employee's former position classification is no longer vacant, the employee shall be considered on layoff for the purposes of the recall provisions of Article 19, Section 19.2.

Section 1.3 - Classifications

The job classifications now contained within Section 1.1 of this Article are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the Employer. The Employer shall, at least six (6) days prior to implementation, notify the Union of any decision to change or alter such job classifications. If such change will directly affect an employee otherwise covered by this Agreement, the Employer shall, upon written request, meet and discuss the matter with the Union. If agreement cannot be

reached within a very short period of time, either side shall be free to pursue its normal legal remedies.

Section 1.4 - Union Exclusivity

The Employer shall not meet, discuss, confer, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to hours, wages, and work conditions. Nor shall the Employer negotiate with employees over their hours, wages, and working conditions, except as provided herein.

ARTICLE 2 MANAGEMENT RIGHTS

Section 2.1 - Rights Residing in Management

Subject to the administrative and supervisory authority of the Illinois Supreme Court, except as amended, changed or modified by this Agreement, the Employer retains the exclusive right to manage operations, determine policies, budget and operations, the manner of exercise of statutory functions and the direction of working forces including, but not limited to the right to hire, promote, demote, transfer, evaluate, allocate and assign employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the size and composition of the work force, to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine the number of shifts per work week; to establish work schedules and assignments; to introduce new methods of operation; to eliminate, contract out, relocate or transfer work and maintain efficiency.

Section 2.2 - Statutory Obligations

Nothing in this Agreement shall be construed to modify, eliminate, or detract from the statutory responsibilities and obligations of the Employer except that the exercise of rights in the furtherance of such statutory obligations shall not be in conflict with the provisions of this Agreement.

ARTICLE 3 NON-DISCRIMINATION

Section 3.1 - Prohibition Against Discrimination

The Employer and Union shall not discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws. If, prior to filing a grievance under this section, or while a grievance proceeding concerning this section is in progress, an employee seeks resolution of the matter in any other forum, whether administrative or judicial, the Employer shall have no obligation to entertain or proceed further with this matter pursuant to the grievance procedure. The Employer will continue to provide equal opportunity for all employees, and develop and apply equal employment practices.

Section 3.2 - Union Membership

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no

discrimination against any such employees because of Union membership or non-membership or the exercise of their lawful rights.

Section 3.3 - Family and Medical Leave Act

The parties agree that the Chief Judge may adopt such policies as may be necessary or appropriate to conform with FMLA requirements. The Chief Judge agrees to comply with FMLA requirements and guidelines as interpreted by management. No such policy shall be deemed to violate this Agreement if it is mandated by the FMLA.

Section 3.4 - Americans with Disabilities Act

During the term of this Agreement, if the Employer believes that the application of the Americans with Disabilities Act requires the implementation of a reasonable accommodation which will result in a modification to a bargaining unit member's terms or conditions of employment, the Employer shall notify the Union of its intentions, and shall agree to meet and discuss such modifications upon written request to do so from the Union.

ARTICLE 4 DUES DEDUCTION AND FAIR SHARE

Section 4.1 - Dues Deduction

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of the Union dues and the initiation fee, if any, set forth in such form and any authorized increase therein, from the wages of the employee and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Council in accordance with the laws of the State of Illinois, within thirty (30) days after the deductions have been made. The Council shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

Section 4.2 - Indemnification

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

ARTICLE 5 GRIEVANCE PROCEDURE

Section 5.1 - Definition

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

Grievances may be processed by the employee or by the Union or the Employer on behalf of a group of employees or themselves setting forth name(s) or group(s) of the employee(s). Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to Union

representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

Section 5.2 - Procedure: Grievances Filed by the Employee

A. Procedures for Employees Other Than Public Defender Employees.

The parties acknowledge that it is desirable for an employee and the employee's immediate supervisor to resolve problems through free and informal communications. Therefore, the parties agree that an employee having a grievance shall first attempt to resolve the matter informally with his or her supervisor before utilizing the formal grievance process. If the informal process does not resolve the matter, the grievance will be processed as follows:

Step 1. Immediate Supervisor Out of the Bargaining Unit. - The employee and /or the Union shall present a grievance in writing to the employee's immediate supervisor out of the bargaining unit, except in juvenile detention, where the grievance shall be presented to the Assistant Deputy Director. All grievances must be presented not later than ten (10) business days from the date the grievant became aware of the occurrence giving rise to the complaint. The supervisor or his or her designee shall render a written response to the grievance within ten (10) business days after the grievance is presented. If the supervisor wishes to discuss the grievance, such a meeting shall be held within the ten (10) day response period and shall not extend the deadline for such response.

Step 2. Division Supervisor. - In the event the grievance is not resolved in Step 1, it shall be presented in writing by the Union to the Division Supervisor or his or her designee within ten (10) business days from the receipt of the Step 1 answer or the date such answer was due, whichever is earlier. Within ten (10) business days after the grievance is presented at Step 2, the Division Supervisor or the Union may request a meeting to discuss the grievance. The Division Supervisor shall render a written answer to the grievance within ten (10) business days of the date the grievance was filed at Step 2 unless either party has requested a meeting, in which case, the Division Supervisor shall respond in writing within ten (10) business days after such meeting. In either case, the Division Supervisor shall provide a copy of such answer to the Union. If the Division Supervisor is the same individual to receive Step 1, Step 2 shall be bypassed and moved immediately to Step 3.

Step 3. Department Head. - In the event the grievance is not resolved in Step 2, it shall be presented in writing by the Union to the Department Head or his or her designee within ten (10) business days from the receipt of Step 2 answer or the date such answer was due, whichever is earlier.

Within ten (10) business days after the grievance is presented at Step 3, the Department Head or the Union may request a meeting to discuss the grievance. The Department Head shall render a written answer to the grievance within ten (10) business days of the date the grievance was filed at Step 3 unless either party has requested a meeting, in which case, the Department Head shall respond in writing within ten (10) business days after such meeting. In either case, the Department Head shall provide a copy of such answer to the Union. If the Department Head

is the same individual to receive Step 2, Step 3 shall be bypassed and moved immediately to Step 4.

Step 4. Chief Judge. - In the event the grievance is not resolved in Step 3, it shall be presented in writing by the Union to the Chief Judge or his or her designee within ten (10) business days from the receipt of Step 3 answer or the date such answer was due, whichever is earlier.

Within ten (10) business days after the grievance is presented at Step 4, the Chief Judge or the Union may request a meeting to discuss the grievance. The Chief Judge shall decide the issue raised by the grievance as submitted in writing at Step 3 of the grievance procedure. The Chief Judge shall render a written answer to the grievance within ten (10) business days of the date the grievance was filed at Step 4 unless either party has requested a meeting, in which case, the Chief Judge shall respond in writing within ten (10) business days after such meeting. In either case, the Chief Judge shall provide a copy of such answer to the Union.

Step 5 – Arbitration. - If the dispute is not settled at Step 4, the matter may be submitted to arbitration by the Union, with notification to the Employer, within ten (10) business days after the Step 4 response or the expiration of the ten (10) day period if the Chief Judge fails to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration, the Union and Employer shall jointly request the Federal Mediation and Conciliation Service (FMCS) to forward a list of seven arbitrators. Upon receipt of such list, each party shall alternately strike a name from the list, until there is one name remaining. The remaining individual shall be the arbitrator. The order of striking names shall be determined by a coin toss. Either party reserves the right to reject one (1) panel of arbitrators.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The Employer and Council 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 witnesses.

The arbitrator shall first make a determination as to the arbitrability of the grievance. Once a determination is made that the grievance is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the grievance.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the parties. Costs of arbitration shall include the arbitrator's fees and room cost.

The arbitrator shall have no power to amend, modify, nullify, ignore, add to, or subtract from, the provisions of the Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision of this Agreement cited in the original grievance. The arbitrator shall be empowered only to determine the issue raised by the grievance as originally submitted in writing to the Employer. The arbitrator shall have no authority to make a decision on any issue not so

submitted or raised. The arbitrator shall be without power to make a decision contrary to or inconsistent with any state or federal law, or any ruling or decision of a state or federal court, or any rule or regulation of an administrative body that has the force and effect of law. The arbitrator shall in no way limit or interfere with the constitutional or statutory powers, duties, or responsibilities of the Employer. The decision of the arbitrator shall be final and binding on the Employer, the Union and the employee(s) involved.

B. Procedures for Public Defender's Office

The parties acknowledge that it is desirable for an employee and the employee's immediate supervisor to resolve problems through free and informal communications. Therefore, the parties agree that an employee having a grievance shall first attempt to resolve the matter informally with his or her supervisor before utilizing the formal grievance process. If the informal process does not resolve the matter, the grievance will be processed as follows:

Step 1. Office Manager. - The employee and/or the Union shall present a grievance in writing to the Office Manager. All grievances must be presented not later than ten (10) business days from the date the grievant became aware of the occurrence giving rise to the complaint. The Office Manager or his or her designee shall render a written response to the grievance within ten (10) business days after the grievance is presented. If the Office Manager wishes to discuss the grievance, such a meeting shall be held within the ten (10) day response period and shall not extend the deadline for such response.

Step 2. Public Defender. - In the event the grievance is not resolved in Step 1, it shall be presented in writing by the Union to the Public Defender or his or her designee within ten (10) business days from the receipt of the Step 1 answer or the date such answer was due, whichever is earlier. Within ten (10) business days after the grievance is presented at Step 2, the Public Defender or the Union may request a meeting to discuss the grievance. The Public Defender shall render a written answer to the grievance within ten (10) business days of the date the grievance was filed at Step 2 unless either party has requested a meeting, in which case, the Public Defender shall respond in writing within ten (10) business days after such meeting. In either case, the Public Defender shall provide a copy of such answer to the Union.

Step 3. Arbitration. - If the dispute is not settled at Step 2, the matter may be submitted to arbitration by the Union, with notification to the Employer, within ten (10) business days after the Step 2 response or the expiration of the ten (10) business days after the Step 2 response or the expiration of the ten (10) day period if the Public Defender fails to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration, the Union and Employer shall jointly request the Federal Mediation and Conciliation Service (FMCS) to forward a list of seven (7) arbitrators. Upon receipt of such list, each party shall alternately strike a name from the list, until there is one name remaining. The remaining individual shall be the arbitrator. The order of striking names shall be determined by a coin toss. Either party reserves the right to reject one (1) panel of arbitrators.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The Employer and Council 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 witnesses.

The arbitrator shall first make a determination as to the arbitrability of the grievance. Once a determination is made that the grievance is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the grievance.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the parties. Costs of arbitration shall include the arbitrator's fees and room cost.

The arbitrator shall have no power to amend, modify, nullify, ignore, add to, or subtract from, the provisions of the Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision of the Agreement cited in the original grievance. The arbitrator shall be empowered only to determine the issue raised by the grievance as originally submitted in writing to the Employer. The arbitrator shall have no authority to make a decision on any issue not so submitted and raised. The arbitrator shall be without the power to make a decision contrary to or inconsistent with any state or federal law, or any ruling or decision of a state or federal court, or any rule or regulation of an administrative body that has the force and effect of law. The arbitrator shall in no way limit or interfere with the constitutional or statutory powers, duties, or responsibilities of the Employer. The decision of the arbitrator shall be final and binding on the Employer, the Union and the employee(s) involved.

Section 5.3 - Procedure: Grievances Filed by the Employer.

Should the Employer choose to grieve against the Union, it shall follow the following steps:

Step 1. Within ten (10) business days of the occurrence giving rise to the grievance, a written grievance shall be submitted to the local FOP President. The President shall have ten (10) business days to respond. If the President wishes to discuss the grievance, such meeting shall be held within the ten (10) day response period and such meeting shall not extend the deadline for such response.

Step 2. A grievance not settled at Step 1 shall be presented in writing to the local FOP Grievance Review Committee within ten (10) business days after the grievance has been responded to by the President or ten (10) business days from the date the response was due, whichever is earlier. Within ten (10) business days from the date the grievance is presented to Step 2, the Union grievance review committee shall discuss the grievance and render a written answer within ten (10) business days after such discussion.

Step 3. If the Union's response does not satisfactorily resolve the grievance, the written grievance may be presented to the FOP Staff Representative within ten (10) business days of receipt of the Step 2 response or the date the Step 2 response was due, whichever is earlier. Within ten (10) business days after the receipt of the written grievance, the parties shall meet or

hold other discussions in an attempt to resolve the grievance unless the parties mutually agree otherwise. The FOP Staff Representative or his or her designee shall give his or her written response within ten (10) business days following the meeting.

Step 4. If the dispute is not settled at Step 3, the matter may be submitted to arbitration by the Employer, with notification to the Union, within ten (10) business days after the Step 3 response or the expiration of the ten (10) day period if the FOP Staff Representative fails to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration, the Union and Employer shall jointly request the Federal Mediation and Conciliation Service (FMCS) to forward a list of seven arbitrators. Upon receipt of such list, each party shall alternately strike a name from the list, until there is one name remaining. The remaining individual shall be the arbitrator. The order of striking names shall be determined by a coin toss. Either party reserves the right to reject one (1) panel of arbitrators.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The Employer and Council 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 witnesses.

The arbitrator shall first make a determination as to the arbitrability of the grievance. Once a determination is made that the grievance is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the grievance.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the parties. Costs of arbitration shall include the arbitrator's fees and room cost.

The arbitrator shall have no power to amend, modify, nullify, ignore, add to, or subtract from, the provisions of the Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision of this Agreement cited in the original grievance. The arbitrator shall be empowered only to determine the issue raised by the grievance as originally submitted in writing. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make a decision contrary to or inconsistent with any state or federal law, or any ruling or decision of a state or federal court, or any rule or regulation of an administrative body that has the force and effect of law. The arbitrator shall in no way limit or interfere with the constitutional or statutory powers, duties, or responsibilities of the Employer. The decision of the arbitrator shall be final and binding on the Employer, the Union and the employee(s) involved.

Section 5.4 - Miscellaneous

Time Limits. The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step. A grievance not appealed within the designated time limit shall be considered withdrawn.

Automatic Advancement. Failure to respond within the time limits shall entitle the grievant to automatically advance the grievance to the next step.

Suspensions and Discharge. Suspensions, suspensions pending discharge and discharge grievances may be initiated within five (5) working days of the effective date of such action at Step 3 of the grievance procedure.

Form. All grievances shall be in writing upon a form agreed upon by the Union and the Employer and shall contain a precise statement of the alleged violation(s), the section(s) of the Agreement involved, the date of the alleged violation(s) and the specific relief sought.

Mutual Waiver of Grievance Steps. The parties can mutual agree to waive any or all of the steps in both the employee and employer grievance procedure. Such agreement must be in writing.

Section 5.5 - Time Off and Stewards

Time Off. An employee grievant shall be permitted reasonable time without loss of pay during working hours to attend grievance and arbitration hearings. One employee Union representative shall be permitted reasonable time without loss of pay during working hours to attend grievance hearings, and unpaid time to attend arbitration hearings, unless serving as a witness, in which case such time shall be compensated at the employee's regular rate of pay.

No employee or Union representative shall leave his or her work to investigate, file, or process a grievance without first notifying and making mutual arrangement with his or her supervisor as well as the supervisor of any unit to be visited, and such arrangements shall not be denied unreasonably. Time spent in such activities shall be limited to thirty (30) minutes per work day without loss of pay.

Stewards. The Union will advise the Employer in writing of the names of the stewards in each department or work location, or of any changes in such. The number of stewards at any time shall not exceed two (2) per Bailiffs Department, two (2) per Public Defender Administration Department, and two (2) per Court Services Division.

Section 5.6 - Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may by mutual written agreement be filed at an advance step of the grievance procedure.

Section 5.7 - Pertinent Witnesses and Information

Both Parties may request the production of specific documents, books, papers or witnesses reasonably available from the other party and pertinent to the grievance under consideration. Such request shall not be unreasonably denied.

ARTICLE 6 LABOR MANAGEMENT COMMITTEE MEETINGS

Section 6.1 - Labor Management Committee Meetings

For the purpose of improving communications between the Employer and the Union, and in order to cooperatively discuss and attempt to resolve matters of mutual concern that do not involve negotiations, the parties hereby agree that private, quarterly labor-management committee meetings shall be held upon the request of either party. The President of the Union shall designate up to three (3) bargaining unit employees and one (1) other person to attend each such meeting, and the Employer shall designate up to four (4) persons to attend each such meeting. Such meetings shall be conducted at a time, place and date mutually agreed upon by the parties. Employees who attend shall participate in a non-paid status unless the meetings begin and end between 8:30 A.M. and 4:00 P.M. Monday-Friday.

The party requesting a labor-management committee meeting shall prepare and submit a proposed agenda to the other party at least one (1) week prior to the scheduled meeting date. If there is no agenda prepared and submitted by the requesting party, there shall be no meeting. Either party may add to the agenda no later than three (3) days prior to the scheduled meeting date, unless otherwise mutually agreed. Matters arising under the grievance procedure shall not be discussed at labor-management committee meetings except by mutual agreement.

The parties may mutually agree to more frequent labor-management committee meetings or to a greater number of meeting attendees.

A synopsis of the Labor-Management meeting shall be drafted by the Union and upon mutual agreement by management as to content, shall be submitted to the Chief Judge.

Section 6.2 - Labor Management Committee Meetings Regarding Insurance

The Employer or the Union may request up to two (2) bargaining unit wide labor management committee meetings for the purpose of discussing health and dental insurance coverage (including cost containment measures) during the twelve (12) month period from October 1 to September 30. Provided, however, that should the parties be engaged in productive discussions after the second meeting, further meetings may be scheduled by mutual agreement. The President of the Union shall designate up to two (2) bargaining unit employees and up to two (2) other persons to attend such a meeting, and the Employer shall designate up to four (4) persons to attend such a meeting. The meeting shall be conducted at a time, place and date mutually agreed upon by the parties, and employees who attend shall participate in a non-paid status, unless the meetings take place during their scheduled working hours.

The party requesting a labor management committee meeting under this Section shall prepare and submit a proposed agenda to the other party at least ten (10) days prior to the scheduled meeting date. If an agenda is not prepared and submitted by the requesting party, there shall be no obligation to hold a labor management committee meeting under this Section. Either party may add to the agenda by providing notice to the other party not later than three (3) days prior to the scheduled meeting date, unless otherwise mutually agreed.

If the cost of insurance coverage under Article 11 is scheduled for discussion during the meeting, then the Employer shall provide the Union President or his designee with any non-confidential information he may then have available with respect to the anticipated cost of individual and dependent insurance coverage for the upcoming calendar year.

The parties may by mutual agreement schedule more frequent labor management committee meetings under this Section or agree to a greater number of meeting attendees. In no event may either party utilize a labor management committee meeting under this Section to conduct negotiations, or to bargain for changes to any or all of the terms of any collective bargaining agreement.

ARTICLE 7 DISCIPLINE

Section 7.1 - Disciplinary Measures

While the parties agree with the tenets of progressive and corrective discipline, disciplinary action, for just cause, may include any of the following, but shall be initiated in light of the seriousness of the offense:

Oral Reprimand
Written Reprimand
Suspension (written)
Discharge (written)

Notwithstanding the above, the Employer may discipline or discharge a probationary employee without a showing of just cause, and such discipline or discharge shall not be subject to the grievance procedure. Discipline shall be imposed as soon as reasonably practical after the Employer becomes aware of the event or action giving rise to the discipline and has had a sufficient opportunity to conduct a proper and thorough investigation of the matter. If the Employer has reason to discipline an employee, as a general rule it will not be done in the presence of other employees or the public.

Section 7.2 - Suspension Before Discharge

While the decision as to whether or not to discharge an employee is pending, the Employer may suspend the employee for up to fifteen (15) business days with or without pay.

Section 7.3 - Pre-Disciplinary Procedures

When disciplinary action other than oral or written reprimand is contemplated by the Employer, the Employer shall inform the employee of contemplated disciplinary action, and set a time and place for the pre-disciplinary meeting.

Advise the employee that upon employee request, a Union representative may be present at the established meeting. If the employee desires Union representation, the pre-disciplinary meeting will be scheduled within a reasonable amount of time mutually convenient for the Union representative, the employee, and the Management representative. Unless otherwise agreed, the pre-disciplinary meeting will not be rescheduled or delayed by more than two (2) business days in order to allow for the presence of a Union Representative.

At the pre-disciplinary meeting the Employer will furnish the employee with a clear, concise statement of the reasons for the contemplated disciplinary action. This statement shall normally include the names of witnesses and copies of pertinent documents. The employee and the Union representative, if present, shall be given the opportunity to rebut or clarify the reasons for such discipline. After the rebuttal or clarification, the Employer shall either inform the employee and Union representative, in writing, of the Employer's determination or shall request, in writing, a reasonable amount of time to consider the information presented by the employee and/or Union and to further investigate the matter. Unless otherwise mutually agreed, the Employer shall notify the employee and/or Union Representative of the Employer's determination within ten calendar days from the date of the pre-disciplinary meeting.

The Employer may choose to keep certain information confidential at this stage if reasonable grounds for doing so exist, but shall provide such in the event a grievance is subsequently filed involving disciplinary action taken by the Employer in such case.

For the purpose of compensation, all time spent in such meetings during an employee's work hours shall be considered time worked. If the Employer exercises its right to require an employee to be present for such meeting outside of the employee's normal work hours, then the employee shall be compensated for time spent in such meeting. Such time shall also be considered time worked.

Section 7.4 - Consideration of Past Disciplinary Actions

Any oral or written reprimand shall not be used or relied upon as a measure of discipline if, from the date of the last reprimand, two (2) years have passed with the employee receiving no additional discipline. Only in the case of absenteeism or tardiness will written or oral reprimands not be used or relied upon as a measure of discipline as long as one (1) year has passed without the employee receiving any additional discipline.

ARTICLE 8 VACATIONS

Section 8.1 - Eligibility for Vacation

Vacations are earned for service during the past year with the understanding that such vacations can only be taken in increments of one-half (1/2) day or more except in an emergency situation after approval is obtained from the employee's supervisor. Vacation salaries shall be paid in advance if a written request is submitted to the employee's supervisor two (2) weeks in advance of the vacation.

Section 8.2 - Length of Vacation

Vacation time shall be calculated from the date of hire within Winnebago County of each employee. Employees shall earn vacation time in accordance with the following schedule:

Continuous Years
Of Service

Vacation Hours
Earned Per Year

Through 7 Years
8 Years - 15 Years
16 Years - 25 Years
26 Years & Over

80.0 Work Hours
120.0 Work Hours
160.0 Work Hours
200.0 Work Hours

Section 8.3 - Accrual of Vacation Credit

Employees shall start to accumulate vacation credit upon completion of their probationary period, retroactive to their date of employment. Vacation days may not be taken during the first six (6) months of employment unless otherwise mutually agreed. An employee shall not accrue vacation leave for any pay period during which they are on layoff nor shall an employee accrue vacation leave while they are on an unpaid leave of absence. Accrual of vacation credit shall also be subject to the provisions of Article 20, Section 20.11.

Section 8.4 - Use of Vacation for Other Purposes

To the extent sick leave may be exhausted, an employee may request and use vacation leave for purposes other than taking a vacation.

Section 8.5 - Vacation Pay

The rate of vacation pay shall be the employees' regular straight time hourly rate of pay in effect for the employees' regular job at the time the vacation is being taken.

Section 8.6 - Request for Vacation

In order to assure the orderly performance and continuity of services provided by the employees in their respective departments, each employee wishing to schedule a vacation should request such vacation leave as far in advance as reasonably possible. Requests for vacation shall be granted upon approval of the appropriate department head or employer designee, in accordance with the Section 8.7 of this Article, unless it is determined that such absence would adversely affect and interfere with the orderly performance and continuity of the Employer services. Requests for vacation shall not arbitrarily be denied by the Employer.

Section 8.7 - Scheduling Vacations

Vacations will be scheduled, insofar as possible and practical, at those times requested by each employee. Because of the nature of Court work, it may be necessary to limit the number of employees taking vacations during a particular period or at the same time.

To schedule vacations and resolve any conflicts which might arise in scheduling, employees may submit in writing to the Employer their preference for vacation according to the following schedule:

BAILIFFS –

The maximum number of Bailiffs permitted to be scheduled off for vacation / compensatory time will be ten percent (10%) of the work force, or two employees.

A vacation schedule will be presented to the Bailiff staff according to seniority based upon date of hire within Winnebago County. Bailiffs will have two (2) full working days to make a selection. Should a Bailiff not make a selection within this two (2) day timeframe or choose to pass on making a decision, the Bailiff must wait for the list to be presented to all other Bailiffs before, again in order of County seniority, having the next opportunity to make a selection.

When selecting vacation time, Bailiffs may choose to use all or any portion of their earned vacation hours so long as consecutive days are selected. When picking vacation time Bailiffs may submit two separate vacation selections, one for each round (as long as you have the vacation time available). Bailiffs must wait until the first round of selections has been completed before selecting their vacation time on the second round. The first round of vacation selection will begin the first week of October each year and continue for two rounds.

ALL OTHER EMPLOYEES -

For vacation requests during the first three (3) months of the calendar year, employees may submit requests between October 1 and October 10 of the preceding year; for vacation requests after April 1st of the calendar year, requests shall be submitted between January 21st and 31st. Scheduling of advance requests, in accordance with provisions of this Section, shall be accomplished by October 31st and March 1st, respectively. In establishing vacation schedules, the Employer shall consider both the employee's preference and the operating needs of the department. Where the Employer is unable to grant and schedule advance vacation preference for all employees within a position classification or job skill within a department but is able to grant some (two or more) employees such vacation preferences, employees within the position classification or job skill shall be granted such preferred vacation period according to seniority, based upon date of hire within Winnebago County, unless it is determined that such absence would adversely affect and interfere with the orderly performance and continuity of the Employer services. An employee's preference shall be defined as a specific block of time uninterrupted by work days.

For vacation periods other than those requested and granted in advance, vacations will be scheduled on the basis of first requested, first granted, except that if two or more employees seek the same vacation period and neither employee has yet been granted the vacation, then seniority County shall control the award of such vacation.

Employees requesting vacation time who have moved at their prerogative to a different work unit, and whose preference conflicts with another employee in that work unit, or those employees who have not filed their preference by January 31st or were not granted such requests, shall be scheduled on the basis of employee's preference and the operating needs of the Employer on the first requested, first awarded basis described above.

Section 8.8 - Vacation Cancellation and Rescheduling

In the case of an emergency as determined by the Employer, the Employer may cancel and reschedule any or all approved vacation leaves in advance. In the case of an emergency, the Employer will, wherever possible and practical, attempt to recall employees from vacations in the reverse order of granting vacations. In the event of any cancellation, the rescheduling of vacation time shall be accomplished on a first requested, first granted basis, except that if two or more employees seek the same vacation period and neither employee has yet been granted the vacation, then seniority shall control the award of such vacation. In the event of any cancellation, the Employer shall, upon the submission of proper written documentation, reimburse the employee for any actual out of pocket expenses incurred by reason of recall from vacation.

For Bailiffs, Employees must cancel scheduled vacation day(s) or scheduled compensatory time by giving notice to a supervisor at least three business days prior to a scheduled vacation/compensatory time day or the first scheduled vacation/compensatory time day of consecutive vacation days. Failure to provide timely notice of cancellation to employer as outlined in the preceding sentence will result in the vacation/compensatory time day(s) remaining set at employee honoring the vacation/compensatory time to the exclusion of the performance of any regular work hours during that time.

Section 8.9 - Holidays During Vacation Period

In the event a holiday occurs during the period when an employee is on approved vacation leave, such holiday shall be considered as a holiday and shall not be counted as part of the employee's vacation.

Section 8.10 - Separation from Employment

Employees are required to give at least fourteen (14) calendar days advance written notice of their intention to resign to the employer. Upon an employee's voluntary termination of employment, provided the requisite notice was given, or if otherwise agreed in a particular instance by the Employer, the Employer shall pay to the employee all accrued and unused vacation time remaining in the employee's vacation bank, subject to pro-ration of vacation benefits based upon the number of months actually worked preceding the employee's separation date.

Upon the death of an employee, the Employer shall pay to the employee's estate an amount equal to the vacation benefit due.

Section 8.11 - Accumulation

At no time shall any employee maintain an unused vacation balance in excess of double the vacation they earn for the year in accordance with Section 8.2 of this Article. For example, an employee with 10 years of service is capped at a vacation balance of 240 hours.

ARTICLE 9 HOLIDAYS

Section 9.1 - Holidays Observed

Subject to the administrative authority of the Illinois Supreme Court, the paid holidays during the term of this agreement shall be those designated by the Chief Judge. Such holidays shall apply to all bargaining unit employees. Employees scheduled to work a holiday shall be given as much advance notice as practicable.

Section 9.2 - Holiday Eligibility Pay

To be eligible for holiday pay the employee shall work the employee's last scheduled work day before the holiday and first scheduled work day after the holiday or the day taken as the holiday if the employee works on the holiday, unless absence on any of these work days is pre-approved by the Employer. A physician's statement or note in a form deemed acceptable to Employer will be required in all instances of unplanned absences, tardiness, leaving early, etc. on the day preceding or following a holiday in order to be considered for eligibility to receive holiday pay. This Section shall not be construed to make employees on layoff eligible for holiday pay.

Section 9.3 - Holiday Pay

Employees who do not work on a holiday shall receive holiday pay computed at the regular straight time hourly rate for the number of hours for which they are normally, regularly scheduled to work immediately prior to the holiday. Holidays shall be paid in accordance with the following chart.

Hours Earned each Holiday
Based on 8 hrs / 40 weekly
8.0 hours

In the event of an emergency, compliance with requirements with the Illinois Pretrial Fairness Act (in current form or as may be amended), or other situation which demands special attention, an employee may be required by the Employer to work on a holiday. In such case, the employee shall be paid straight time for all hours worked on a holiday or the holiday observation in addition to holiday pay as computed above. The Parties agree to review the provision in this paragraph on a date 3 (three) months after ratification of this agreement, specifically in order to review calculation and compensation worked for holiday hours.

In the event continuous scheduling is required at an employee's work location (Detention Center), an employee who is scheduled to work on Thanksgiving Day, Christmas Eve (December 24) or Christmas Day (December 25), shall receive one and one half times (1 ½) his or her regular hourly rate of pay for all hours worked in addition to holiday pay as computed above. Employees scheduled to work on all other holidays shall receive straight time pay for all hours worked on the holiday in addition to holiday pay as computed above.

Detention Employees who choose to receive compensatory time off, instead of pay, for working a holiday shall be allowed to carry up to 4 such days at any given time. Detention

Employees who accrue more than 4 days will have 30 days in which to reduce the number carried to 4 or less. After 30 days, the Employer will pay the employee for any days in excess of the 4 allowed.

Section 9.4 - Accumulated Holiday Scheduling

Compensatory time earned for holiday work by Detention Employees shall be kept separate from compensatory time earned for overtime. Detention Employees wishing to use comp time for holiday work must submit their request to management in writing at least two weeks in advance. Compensatory time earned for holiday work will be approved on a first come first served basis except where two or more employees request to use such time on the same day, in which case seniority shall control. Use of compensatory time shall be subject to the operating needs of the Employer.

Section 9.5 - Payment Upon Separation

Employees are requested to give at least two (2) weeks advance written notice of their intention to resign to the Employer. If an employee is deemed to have been voluntarily terminated pursuant to Article 15, Section 15.2 of this Agreement, or if an employee resigns or abandons his or her employment without first submitting at least one (1) week's advance written notice to the Employer, then, unless otherwise agreed in a particular instance by the Employer, all accumulated holiday pay shall be forfeited by the employee. Except as otherwise provided herein, upon separation from employment, an employee shall be paid for all accrued compensatory time for holiday work.

ARTICLE 10 HOURS OF WORK AND OVERTIME

Section 10.1 - General Provisions

Employee schedules which comprise the normal work day(s) and normal work week(s) are attached hereto and made a part of this Agreement (see Appendix), for reference purposes only.

The normal work day shall consist of eight (8) consecutive hours or eight (8) consecutive hours exclusive of the lunch period and the normal work week shall consist of forty (40) hours beginning with the time the employee starts on the first day of his or her work week, normally followed by two (2) consecutive days off. Where days off are currently rotated, this practice shall continue unless the parties mutually agree otherwise.

Section 10.2 - No Guarantee

Nothing in this Article shall be construed as a guarantee of hours of work. Should the Employer find it necessary to reduce employee(s) hours, any affected employee(s) shall be allowed to choose layoff (Article 19, Section 19.1) rather than having hours of work reduced.

Section 10.3 - Overtime Payment

All hours worked in excess of the normal work week when worked upon the direction or approval of the employee's supervisor shall be paid at the rate of 1-1/2 times the employee's

straight time hourly rate or compensated by granting 1-1/2 times the number of overtime hours worked as compensatory time off. Employees, other than bailiffs, shall be allowed to accrue and maintain up to 80 hours compensatory time. The employee shall make his or her choice (overtime or compensatory time) known to the Employer not later than the end of the work week in which overtime was earned. The final decision as to method of compensation shall be at the discretion of the Employer. The Employer's decision to compensate employees with either overtime pay or compensatory time shall not be determined in an arbitrary or capricious manner.

If compensatory time is to be taken, it shall be at a time convenient to the employee and consistent with the operating needs of the Employer. Compensatory time shall be taken under this Article as required by the Fair Labor Standards Act if such continues to be applicable to local government employees.

In the first full pay period in June and Decembers of each year, each Court Bailiff may make written request (see Appendix request form) to have up to forty (40) hours of accrued comp time compensated at their current hourly rate, which request shall be granted.

Employer recognizes its willingness within the Court Services Department and the Public Defenders Department to offer Employees a similar compensation time payout if fiscally able to do so. During the first full pay period in July of each year, each Court Services Department Employee and Public Defenders Department Employee covered under this agreement may make a written request (see Appendix request form) to have up to forty (40) hours of accrued time compensated in the first full pay period of September. The Director of Court Services and the Public Defender as designees of the Chief Judge shall have the sole discretion to decide and provide payouts under this paragraph. Department and/or Division Seniority will be taken into consideration if funds are determined inadequate to satisfy all submitted requests. It is expressly understood and agreed that any and all decisions made by the Director of Court Services and Public Defender under this paragraph shall be exempt from the Grievance Procedure under Article 5 of this Agreement.

When a bailiff's accrued balance of compensatory time off exceeds 240 hours the employer may notify the bailiff that he/she must utilize up to 40 hours of comp time off within the next 180 days. The bailiff and employer must work to reduce the compensatory time down to not more than 200 hours over the term of this agreement. (See attached notification letter)

The employer will issue said letter to bailiffs on or about January 1 and July 1 of each year. Within 10 working days of receiving said letter, the affected bailiff shall submit a written response reflecting their tentative plans to comply with the letter. The employer will work with the bailiff to implement the plan submitted but reserves the right to deny any or all of the time off requested in the bailiff's plan if the staffing needs of the department demand it. If the employer must deny any or all the time off submitted in the plan the affected bailiff shall work with the employer to come to a mutually agreeable alternative. If the bailiff fails to identify their plans on using the 40 hours of comp time off within the 10 days following notification, the employer may schedule the bailiff to utilize the comp time at the employer's discretion during this period.

The Employer may only require a bailiff to utilize comp time as set forth above.

Any hours taken in accordance with this section shall not negatively affect any overtime compensation the bailiff would receive. It shall be counted as "hours worked" for overtime calculation purposes.

Section 10.4 - Lunch Period

Work schedules shall provide for the work day to be broken at approximately mid-point by a meal period of not less than thirty (30) minutes and not more than sixty (60) minutes. In the case of twelve (12) hour employees, the work day shall be broken at approximately the mid-point of each six (6) hour segment.

Employees who receive an unpaid lunch period and are required to work at their work assignments during such period and who are not relieved, shall have such time treated as hours worked for purposes of computing overtime and shall be paid at the appropriate straight or overtime rate, whichever may be applicable.

Employees shall have the right to leave their work site during their lunch period.

Section 10.5 - Days Off

For employees in Departments which require continuous coverage, scheduled work days and scheduled days off shall be consecutive, but may fall on any day of the week.

Section 10.6 - Rest Periods

There shall be two (2) rest periods of fifteen (15) minutes each during each regular shift; one during the first half of the shift and one during the second half of the shift.

Section 10.7 - Call Back Pay

Any employee called back to work outside of his or her regularly scheduled shift or on a scheduled day off shall be paid a minimum of two (2) hours pay at the applicable rate from the time the employee is called. Work schedules will not be changed because of call back time in order to avoid overtime or straight time pay.

Section 10.8 - Changes in Normal Work Day and Work Week

Should programmatic or operational needs require a change in employee work schedules, notice of such schedule change shall be given to the affected employee(s) and the Union as far in advance as is reasonably practicable. Upon request, the Employer will meet and confer with the affected employee(s) and the Union to explore alternatives to the proposed change prior to implementation. Disputes over such changes being made shall be subject to the grievance procedure.

Temporary schedule changes may be implemented pending final resolution of the above-referenced dispute(s).

Section 10.9 - No Pyramiding

Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provisions of this Article or Agreement.

Section 10.10 - Overtime Assignments

The Employer shall determine when overtime is necessary or available, and when such determination is made, the Employer shall assign and distribute overtime as equitably as possible among the post-probationary employees who normally perform the work in the position classification where the overtime is needed. Except where precluded by emergencies, the Employer shall, when overtime needs arise, attempt to distribute overtime on a rotating basis among such employees according to seniority, with the most senior employee having the least number of credited overtime hours within the accumulation period being given first opportunity. If an employee declines, the next most senior employee having the least number of credited overtime hours within the accumulation period will be given the opportunity until enough employees are secured. If a volunteer (or enough volunteers) is not available, the Employer shall assign the overtime in reverse seniority order, beginning with the least senior employee who has not previously been directed by the Employer to work the overtime. At the conclusion of each accumulation period, the process shall begin anew. In the case of Detention employees, where there are no volunteer(s), the past practice of utilizing intermittent employees before assigning mandatory overtime shall continue. For regular weekend and holiday Bailiff overtime assignments that may be required pursuant to the Illinois Pretrial Fairness Act (in current form or as may be later amended), a yearly schedule will be established to equitably divide the workload amongst the workforce by assigning both a primary Bailiff and an on-call Bailiff for necessary weekend and holiday overtime assignments.

A Bailiff who volunteers or is otherwise assigned to work an overtime assignment on a weekend or court holiday shall be paid a minimum of four (4) hours pay at the applicable rate for the particular assignment. A Bailiff who is assigned to be on-call for a weekend or holiday court assignment shall be paid a minimum of two (2) hours pay at the applicable rate for the particular assignment. The Parties agree to review the provision in this paragraph on a date 3 (three) months after ratification of this agreement, specifically in order to review the aforesaid minimum number of paid hours on weekends or court holidays compared to actual hours worked in these capacities.

For the purpose of completing particular work assignments, overtime may be assigned to employees who are singularly responsible for particular assignments or are already present and working rather than utilizing the normal overtime rotation procedure.

Except for emergencies no employee shall work in excess of sixteen (16) consecutive hours without that employee having a normal full shift off duty.

Section 10.11 - Declination of Overtime

An employee who is offered but declines an overtime assignment shall, for the sole purpose of future overtime assignments within the accumulation period, be deemed to have worked the hours offered.

Section 10.12 – Waiver

An employee by written notice to the Employer may waive his or her right to be offered voluntary overtime assignments and thereafter, during the accumulation period, shall not be included in the regular overtime rotation. Such waiver, however, shall not exclude the employee from possible mandatory overtime assignment(s).

An employee who is absent for any reason other than documented illness and who otherwise would be entitled to have overtime offered under Article 10, Section 10.10 above, shall for the sole purpose of future overtime assignments within the accumulation period, be deemed to have waived the overtime opportunity.

Section 10.13 - Rest Periods During Overtime

An employee required to work four (4) or more hours of consecutive overtime shall be entitled to a fifteen (15) minute break scheduled by the Employer during such period. That break may be extended, or additional breaks granted at the discretion of the Employer. Neither the granting nor failure to grant any discretionary break time shall be subject to the grievance procedure.

Section 10.14 - Meal Periods During Overtime

An employee who works more than four (4) consecutive hours of overtime shall be entitled to a thirty (30) minute non-paid meal period scheduled by the Employer during such overtime period. This meal period may be extended at the discretion of the Employer.

Section 10.15 - Overtime Records

A current overtime list will be maintained by the Employer and posted in such departments or sub-departments as are appropriate. New employees entering the overtime unit will be added to the list at the beginning of the next accumulation period. Upon written request the Union, on a quarterly basis, will be given a copy of the previous quarter's posting or listings.

For purposes of this Article, an accumulation period shall be three (3) calendar months.

Section 10.16 - Time Off

For the purpose of determining an employee's entitlement to overtime compensation, paid time off in the form of vacation, and holidays, and the first three (3) days of sick leave utilized in each calendar year shall be counted as hours worked. Other paid or unpaid time off shall not be counted as hours worked for purposes of determining an employee's entitlement to overtime compensation.

ARTICLE 11 INSURANCE AND PENSION

Section 11.1 - Insurance Coverage

Except as provided herein, the County shall, for the life of this Agreement, continue in effect the basic level of coverage to full time employees and eligible part-time employees per Patient Protection and Affordable Care Act (PPACA) guidelines now provided by the County for hospital and major medical insurance, and dental insurance for full-time employees. The County does retain the right to change to or from a self-insurance program and/or to change insurance carriers, or otherwise to change coverage(s) as long as the basic level of benefits to the employee remains substantially the same. The Employer reserves the right to introduce a base dental plan at no cost to the employee with an option for the employee to "buy-up" to a managed care dental plan at the employee's expense.

In order to be eligible to receive insurance benefits pursuant to the provisions of this Article 11, employees or their dependents, which includes spouses as defined under Illinois law, must apply within the first ninety (90) days of employment, during the annual open enrollment or within thirty (30) days of a qualifying event, whichever is applicable.

The age qualifier for dependent children will follow applicable State and Federal laws.

Part-time employees are eligible for health insurance coverage per PPACA guidelines, but are not eligible for dental or life insurance coverage. This coverage is extended to part-time employees and their dependents, but does not include spouses. Part-time employees are only eligible for the high deductible plan at the same premium rates as full-time employees. Part-time employees are not eligible for any rebates for participation in the Employee Wellness Program.

Section 11.2 - Cost Containment

It is acknowledged that the County reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admissions and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Notwithstanding any provision of this section, or of Section 11.1, it is acknowledged that the County reserves the right to institute a Participating Provider Option (P.P.O.) even if the result would be a reduction in the level of benefits for those employees who choose to receive in-patient or out-patient hospital care at hospitals other than participating hospitals.

Section 11.3 – Cost

Effective January 1, 2023, each employee shall pay shall pay fifteen percent (15%) of the cost of health and dental coverage, the remainder shall be paid by the Employer(s). There shall be no annual limit on the contribution amount. Percentage contributions throughout this Agreement are as follows:

	Employer Contribution Percentage	Employee Contribution Percentage
Effective January 1, 2023	85%	15%
Effective January 1, 2024	85%	15%
Effective January 1, 2025	85%	15%

Employees who elect to participate in an Employee Wellness Program offered by the County and completes the three (3) requirements for participation in the Wellness Program will receive a yearly rebate totaling \$250 for single coverage and \$600 for family coverage, which will be broken down into equal reductions in the premium amount deducted from the employee's paycheck each pay period. Employees who elect to participate in the Employee Wellness Program, complete the three (3) requirements, and complete nine (9) additional wellness activities as designated by the Employer will receive an additional yearly rebate on April 1st of each year, totaling \$100 if the Employee completes the requirements and \$200 if the Employee and a covered spouse complete the requirements.

It is acknowledged that the County's health and dental plan administrator shall have exclusive authority to determine the annual anticipated and actual costs of individual and dependent insurance coverage during the term of this Agreement. The cost of providing individual or dependent coverage under this plan shall be determined by December 15 of each year. The employee's share of the cost shall be divided into twenty-six (26) equal payments and shall be deducted from the employee's paycheck.

Any employee that elects either individual or dependent dental and health insurance coverage shall, at the open enrollment following the ratification of this Agreement, enroll in the insurance premium only portion of the Section 125 Plan provided by the Employer(s). Provided, however, should an employee demonstrate to the Employer(s) that his/her participation in the Section 125 Plan will have an adverse impact on his/her social security earnings or pension through the Illinois Municipal Retirement Fund, his/her participation in the Section 125 Plan may be waived.

Premiums paid by the individual employee under this Section shall be deducted from the employee's paycheck.

Section 11.4 - Coordination of Benefits

In the event that the spouse of an employee is eligible to participate in a group health insurance plan sponsored by the spouse's employer, for which that employer pays a minimum of 80% of the insurance premium, that plan, even if the spouse fails to enroll, will be considered primary. The Employer(s) will pay benefits at the secondary payer level that will not exceed the amount of benefits due had the spouse enrolled in his/her employer-sponsored health insurance plan. In addition, in the event that a dependent of an employee covered by the County's health and dental insurance plan, is also covered under another health and dental insurance plan, the

County will pay no more than the County's plan percentage for any balance submitted for secondary coverage.

Section 11.5 – POS & Alternative Health Plans

In accordance with the provisions of federal law and the regulations thereunder, if applicable, the Employer shall make available the option of membership in qualified health maintenance organizations, POS (Co-Payment) Plan and/or other alternative health plans to employees and their eligible dependents who reside in the service area of qualified HMO's and/or alternative health plans.

If an employee elects to participate in a POS or an alternative health plan under this Section, effective January 1, 2023, each employee shall pay shall pay fifteen percent (15%) of the cost of health and dental coverage, the remainder shall be paid by the Employer(s). There shall be no annual limit on the contribution amount. Percentage contributions throughout this Agreement are as follows:

	<u>Employer Contribution Percentage</u>	<u>Employee Contribution Percentage</u>
Effective January 1, 2023	85%	15%
Effective January 1, 2024	85%	15%
Effective January 1, 2025	85%	15%

Employees who elect to participate in an Employee Wellness Program offered by the County and completes the three (3) requirements for participation in the Wellness Program will receive a yearly rebate totaling \$250 for single coverage and \$600 for family coverage, which will be broken down into equal reductions in the premium amount deducted from the employee's paycheck each pay period. Employees who elect to participate in the Employee Wellness Program, complete the three (3) requirements, and complete nine (9) additional wellness activities as designated by the Employer will receive an additional yearly rebate on April 1st of each year, totaling \$100 if the Employee completes the requirements and \$200 if the Employee and a covered spouse complete the requirements.

The cost of providing individual and dependent health and dental insurance coverage under the alternative health plan shall be determined by December 15 of each year. The employee's share of the cost shall be divided into twenty-six (26) equal payments and shall be deducted from the employee's paycheck.

Effective January 1, 2023, the annual deductible for medical services other than prescription drugs for each employee who has elected individual coverage and has chosen the POS (Co-Pay) plan will be Seven Hundred and Fifty Dollars (\$750). The annual deductible for each covered dependent of an employee for medical services other than prescription drugs shall be Seven Hundred and Fifty Dollars (\$750) with a maximum of One Thousand Five Hundred

Dollars (\$1,500) per family. The above-referenced deductibles for medical services other than prescription drugs throughout this Agreement are as follows:

	Deductible for each covered employee and for each covered dependent	Maximum aggregate deductible per family
Effective January 1, 2023	\$750	\$1,500
Effective January 1, 2024	\$750	\$1,500
Effective January 1, 2025	\$750	\$1,500

Effective January 1, 2023, the annual maximum out of pocket expenditures over and above the co-pays for medical services other than prescription drugs per employee or dependent shall be One Thousand Two Hundred and Fifty Dollars (\$1,250) with a maximum of Three Thousand Three and Fifty Hundred Dollars (\$3,350) per family, and these amounts throughout this Agreement are as follows:

	Maximum out-of-pocket expenditures per employee or dependent	Maximum out-of-pocket expenditures per family
Effective January 1, 2023	\$1,250	\$3,350
Effective January 1, 2024	\$1,250	\$3,350
Effective January 1, 2025	\$1,250	\$3,350

Effective January 1, 2023, the co-pays for Primary Care shall be set at Twenty Dollars (\$20) for Primary Care and Twenty-Five Dollars (\$25) for Specialists and these amounts throughout this Agreement are as follows:

	Co-Pays Primary Care	Co-Pays Specialists
Effective January 1, 2023	\$20	\$25
Effective January 1, 2024	\$20	\$25
Effective January 1, 2025	\$20	\$30

Section 11.6 - Group Term Life Insurance

During the term of this Agreement, the Employer shall provide each eligible employee with a paid Twenty Thousand Dollar (\$20,000) group term life insurance policy. The Employer(s) shall continue to provide the employees the opportunity to purchase additional life insurance coverage at the employee's expense.

Section 11.7 - Pension Contributions

In accordance with applicable state law, all eligible employees shall be covered by the Illinois Municipal Retirement Fund (IMRF) and the County shall make appropriate FICA (Social Security) and IMRF pension contributions to this fund.

Section 11.8 - Terms of Policies to Govern

The extent of insurance coverage provided to employees or their dependents under this collective bargaining agreement shall be subject to and governed by the terms and conditions set forth in any applicable insurance policies or agreements or those which may be established from time to time by the County's Health and Dental Plan Administrator. Any or all questions or disputes concerning insurance claim(s) shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 11.9 - Sick Leave of Absence/IMRF Disability

In the event an employee is on unpaid sick leave or on IMRF Disability, the Employer(s) shall continue to make contributions toward the cost of Health and Dental Insurance coverage for a period of ninety (90) days. The Employee shall pay the amount that is normally deducted per pay period from his/her payroll check. At the end of the ninety (90) day period, the employee may continue his/her insurance coverage by paying the full cost for single (and dependent coverage where applicable) coverage to the Human Resources Director or his/her designee by the tenth (10th) day of each month. If payment is not made, the insurance shall be canceled by the Employer(s).

Section 11.10 - Occupational Injury/Illness

In the event that an employee is receiving Temporary Total Disability (TTD) payments pursuant to the "Illinois Worker's Compensation Act", the employee shall not be required to contribute his/her portion of the cost of Health and Dental Insurance that was in effect at the time the work related injury or illness occurred for a period of nine months. Thereafter, the employee, shall be responsible to pay the full cost of Health and Dental Insurance. If such employee chooses to change his/her coverage from single to dependent or from the self-funded insurance plan to the HMO or other alternative plan, the employee shall direct his/her payment of any increase in the cost of coverage to the Human Resources Director or his/her designee by the tenth (10th) of each month. Failure to pay the increased cost will result in cancellation of the change in coverage.

Section 11.11 - Pharmacy

Effective January 1, 2023, the cost of prescription drugs will be a co-pay of \$17 for generic medications at the best daily price, whichever is less, a co-pay of \$21 plus 20% of the cost of preferred brand name medications, and a co-pay of \$23 plus 30% and the difference between the cost of the generic equivalent medication and the preferred brand name medication when the physician indicates that the generic equivalent and/or the preferred brand name may be dispensed but the employee and/or dependent prefers the non-preferred brand name medication. Mail-order prescriptions will be available in ninety (90) day increments. The co-pay for mail-order prescriptions will be two times the cost of the co-pay for each category of medications as

outlined above. The maximum out-of-pocket expenditures, per calendar year, over and above the co-pays for prescription drugs per employee or dependent will be Two Thousand Two Hundred and Fifty Dollars (\$2,250) with a maximum of Four Thousand Five Hundred Dollars (\$4,500) per family. The above-referenced prescription drug co-pays throughout this Agreement are as follows:

	Generic Co-Pays	Preferred Co-Pays	Non-Preferred Co-Pays
Effective January 1, 2023	\$17.00	\$21.00 plus 20%	\$23.00 plus 30%
Effective January 1, 2024	\$17.00	\$23.00 plus 20%	\$25.00 plus 30%
Effective January 1, 2025	\$17.00	\$23.00 plus 20%	\$25.00 plus 30%

The above-referenced mail order prescription drug co-pays throughout this Agreement are as follows:

	Generic Co-Pays	Preferred Co-Pays	Non-Preferred Co-Pays
Effective January 1, 2023	\$34.00	\$42.00 plus 20%	\$46.00 plus 30%
Effective January 1, 2024	\$34.00	\$46.00 plus 20%	\$50.00 plus 30%
Effective January 1, 2025	\$34.00	\$46.00 plus 20%	\$50.00 plus 30%

	Maximum out-of-pocket expenditures per employee or dependent	Maximum out-of-pocket expenditures per family
Effective January 1, 2023	\$2,250	\$4,500
Effective January 1, 2024	\$2,500	\$4,500
Effective January 1, 2025	\$2,500	\$4,500

Section 11.12 - High Deductible Health Plan

The Employer may in addition to current health plans, offer a High Deductible Health Plan, Health Savings Account and/or Health Reimbursement Arrangement in accordance with applicable laws and regulations.

Section 11.13 - Vision Care

The Employer shall make available a voluntary vision program, 100% funded by the employee, subject to minimum participation levels required by the carrier.

ARTICLE 12 WORK ASSIGNMENTS

Section 12.1 - General Provisions

The Employer retains the right to require or assign other duties which are reasonably within the scope of the general duties enumerated within an employee's position classification specifications.

When requirements for entry into a position classification are revised but the duties and responsibilities remain essentially unchanged, incumbents in these positions who qualified under the previous requirements and remain legally qualified for the position classification shall be considered qualified.

Section 12.2 - Temporary Assignment

The Employer may, within the provisions of this Article, temporarily assign an employee to perform all or a portion of the duties of another position classification. The Employer will attempt to equitably distribute such assignments to employees who are qualified to perform the same.

If an employee is temporarily assigned to spend a majority of the work day performing duties associated with a position classification having a higher pay grade than his or her permanent position classification, the employee shall be paid a seven percent (7%) premium of his or her regular pay for all days worked at the higher position classification.

To be eligible for temporary assignment pay the employee must be directed to perform or be held accountable for the duties which distinguish the higher-rated position classification from the position classification the employee normally occupies.

Section 12.3 - Job Audits

If a good faith question exists as to whether a bargaining unit employee has, for an extended period of time, been assigned to or held accountable for work performed by employees in another classification, the employee or his or her supervisor may submit to the Department Head a written request for a job audit. Such audit shall be completed by the Department Head (or his or her designee) or by the County Personnel Dept. and such audit shall be based on the employee's actual job duties during the time period in question.

Upon completion, the results shall be provided to the employee. If the job audit determines that the employee has been regularly assigned to or held accountable for the duties of a different classification, the Department Head shall either recommend that the County Board adjust the rate of pay of the employee in question, or adjust the employee's duties in accordance with his or her current classification.

Any pay adjustment received as a result of the job audit shall be retroactive to the date of the job audit request, unless otherwise agreed to by the parties.

Any grievance under this Article may be initiated with the Department Head.

ARTICLE 13 EMPLOYEE DEVELOPMENT AND TRAINING

Section 13.1 - Employee Development and Training

The parties recognize that employee training and development are positive objectives that can improve the efficiency and effectiveness of both the Employer's operations and the individual employee. The Employer will provide employee training and development. The Employer shall reserve the right to determine if such training and development is necessary or beneficial to the Employer. The Employer agrees to discuss employee training and development with the Union at labor/management meetings. When the Employer becomes aware of training which may be job-related, the Employer will make reasonable efforts to bring it to the attention of the employees within their department. The Employer will provide to employees, where necessary, orientation on relevant procedures, forms, methods, techniques, materials, equipment, and/or work procedure manuals.

Section 13.2 - Courses of Instruction

The Employer's current policy with respect to the taking of paid time off for, and cost reimbursement of courses of instruction at colleges, business schools and adult education centers for non-probationary employees shall continue in effect. If an employee leaves employment with the Employer within two (2) years of reimbursement, the employee will in turn reimburse the Employer in an amount equal to the reimbursement.

ARTICLE 14 EVALUATIONS

Section 14.1 - Informal Conferences

The Union and the Employer agree that periodic informal evaluation conferences between the employee and his or her supervisor to discuss work performance, job satisfaction, work-related problems and the work environment may be helpful. If work performance problems are identified, the supervisor shall, whenever possible, offer constructive suggestions and attempt to resolve the problem. These will not be considered pre-disciplinary and any written records are not to be kept in the employee's personnel file.

Section 14.2 - Written Evaluations

When feasible the Employer shall have prepared a written evaluation on employees who are serving an original probation or a probation as a result of a promotion. In addition, the Employer may prepare periodic evaluations on continuing employees.

Except where present practice provides otherwise, written evaluations shall be prepared by the employee's supervisor who is outside the bargaining unit and who either has first-hand knowledge of the employee's work or has discussed and received recommendations from someone who does. The evaluations shall be limited to the employee's performance of the duties

assigned and factors related thereto. The evaluation shall be discussed with the employee, and the employee shall be given a copy immediately after completion and shall sign the evaluation as recognition of having read it. Such signature shall not constitute agreement with the evaluation. Except where an employee receives a performance below the minimum standard set by the AOIC, evaluations shall not be subject to the grievance procedure.

ARTICLE 15 RECORDS AND FORMS

Section 15.1 - Attendance Records

The Employer shall maintain accurate daily attendance records. Employees whose work location does not have a time clock shall keep daily time records on forms provided by the Employer. An employee shall have the right to review his or her time and pay records on file with the Employer twice each calendar year and at the time of the employee's termination of employment.

Section 15.2 - Notification of Absence

An employee shall provide advance notice of absence from work. Employees in the Juvenile Detention Center shall report an absence from work to the on duty shift supervisor or acting shift supervisor at least two (2) hours prior to the start of their scheduled shift. All other employees may notify their supervisor by call, text or e-mail at least two (2) hours prior to their scheduled shift. Notification under this section shall be considered fulfilled upon receipt of a confirmation that the communication was in fact received by the applicable supervisor (i.e an answered phone call with conversation, a reply email, or a reply text). Prior to the start of a regular shift, it is advisable for an Employee to continue to make reasonable efforts to contact their applicable supervisor until a confirmation is received. If a response from the supervisor is not received by fifteen minutes after the start of their regular shift, then the employee must call and speak to an on duty supervisor in their department within the first hour of their regularly scheduled shift. Absence of an employee for three (3) consecutive work days without reporting to the Employer shall, except for extraordinary personal emergencies, be construed as a voluntary termination or cause for discharge, at the Employer's option.

Section 15.3 - Notification of Leave Balances

The Employer agrees to maintain current information pertaining to all leave balances (sick, vacation, accumulated holidays and compensatory time). Upon reasonable request the employee shall be given an accurate statement of accumulated holiday and compensatory time. Sick leave and vacation leave will be posted on the employee's regular pay stub.

Section 15.4 - Complete Forms

An employee required to sign any form prepared pursuant to this Agreement shall be given a copy of it upon request. No employee shall be required to sign any form that is not properly completed.

ARTICLE 16 PERSONNEL FILES

Section 16.1 - Inspection of Employee's Own Personnel Files

Upon the written request of an employee, the Employer shall permit an employee to inspect his or her own personnel file subject to the following:

- (a) The inspection shall be allowed within three business days of the request, and, at the option of the Employer, the inspection may take place in the presence of an Employer representative;
- (b) The employee shall not be permitted to remove any part of the personnel file from the premises, but may obtain copies of any information contained therein upon payment of the reasonable costs of copying;
- (c) Such inspection shall occur at a mutually agreeable time during normal business hours;
- (d) Upon written authorization from the requesting employee, in cases where such employee has a written grievance pending and is inspecting his or her own file with respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect the employee's personnel file without the employee present, subject to the procedures contained in this Article;
- (e) Pre-employment information, such as reference reports, credit checks or information provided to the Employer with a specific request that it remain confidential, shall not be subject to inspection by the employee or Union.

ARTICLE 17 SENIORITY

Section 17.1 – Definitions, Departments and Divisions

“County Seniority” shall be measured based on continuous length of service based on employment within any department in Winnebago County government.

“Department Seniority” shall be measured based on continuous length of service based on employment within a specific Department under the supervision and control of the Chief Judge.

The following shall be recognized as Departments:

Court Services

Bailiffs

Public Defender Administration

“Division Seniority” shall be measured based on continuous length of service based on employment within a specific segment of the Court Services Department under the supervision and control of the Chief Judge.

The following shall be recognized as Divisions within the Court Services Department:

Adult Probation

Juvenile Probation

Juvenile Detention

Resource Intervention Center

Pretrial Services

Court Services Administration

Should a bargaining unit employee move into a management non-bargaining unit position the clock shall stop and all time spent while in a management non-union bargaining unit position shall not be counted toward Department or Division Seniority.

Section 17.2 - Termination of Seniority

An employee's seniority and employment shall be considered terminated for any of the following reasons:

- (a) resignation or retirement;
- (b) discharge for cause;
- (c) absence from work for three (3) consecutive work days without notification to the department head or supervisor;
- (d) failure to return to work immediately upon the end of a leave of absence or vacation;
- (e) absence from work because of layoff or any other reason, other than an approved leave of absence for disability, for a period of time in excess of eighteen (18) months;

- (f) failure to notify the Employer within one (1) week of the employee's intent to work upon recall from layoff, provided that a notice to report for work is sent by registered or certified mail or by personal service to the employee's last known address.

Employees who establish to the Employer's reasonable satisfaction that their absence under subsections (c), (d) and (f) was clearly due to circumstances beyond their control, shall not be terminated under this section.

Section 17.3 - Commencement of Seniority

Seniority shall commence upon an employee's successful completion of the probationary period set forth in Article 1, Section 1.2, and be retroactive to the employee's most recent date of hire. There shall be no seniority among probationary employees.

Section 17.4 - Seniority Roster

The union shall be provided with a seniority roster, separated by department, on January 1st of each calendar year.

ARTICLE 18 PROMOTIONS AND VACANCIES

Section 18.1 - Permanent Vacancy

For the purposes of this Article, a permanent vacancy is created when the Employer determines to increase the work force and to fill a new position(s), or when any of the following personnel transactions take place in the bargaining unit and the Employer determines to replace the previous incumbent: terminations, promotions, demotions, or transfers.

Section 18.2 - Posting (Court Services/Circuit Court)

When a job vacancy develops, the applicable Employer Department Head will cause the job posting to be emailed to the full bargaining unit membership using Employees work email addresses. The bargaining unit membership may as deemed fit post the vacancy on Floor Boards (see Section 22.2). The job will be posted for a period of no less than six (6) business days. The posting(s) shall contain the following information: job classification, including specific position; shift and days off; work location; and rate of pay. The desirable requirements of the position shall also be included on the posting.

Nothing in this paragraph shall be construed as a guarantee that Employer will hire any person responding to such posted notice.

Nothing in this Section 18.2 shall limit the employer's right to assign, transfer, or otherwise allocate an employee to other employment duties not listed in the posting required in this Section 18.2, so long as such involuntary transfer will not require the employee to serve a probationary period in the position or occasion the employee to lose any seniority rights.

Section 18.3 - Application (Court Services/Circuit Court)

Employer generally agrees with the policy of promotion and filling vacancies from within. Any bargaining unit employee may apply for any posted vacancy. Unless Article 19 Section 19.2 Recall herein is utilized, Employer shall fill a vacancy based upon seniority if all applicants for the position have relatively equal qualifications, skills, and abilities to perform the work in question.

Section 18.4 - Temporary Assignments

All time spent in temporary assignments Article 12 Section 12.2 shall be considered when determining an employee's qualifications for promotion.

Section 18.5 - Transfers

If the Employer transfers an employee into a position within the bargaining unit which that employee held during the eighteen (18) month period preceding the date of the transfer, then the employee may not be required to undergo retesting for said position, providing that the skills and/or qualifications required for that position have not substantially changed since the date the employee last held the position.

Section 18.6 - Position Requirements for Court Services Employees

For all state-reimbursable Court Services Department positions, new applicants must obtain state appointment certification pursuant to the requirements of the Probation and Probation Officers Act, as amended. 730 ILCS 110/0.01 et seq (2002).

ARTICLE 19 LAYOFFS AND RECALL

Section 19.1 - General Procedures for Layoff

The Employer shall determine whether layoffs are necessary, which decision shall not be made in an arbitrary or capricious manner. Although not limited to the following, layoffs shall ordinarily be for lack of work, lack of funds or to improve productivity. If it is determined that layoffs are necessary, employees will be laid off as determined by Employer by or within applicable Divisions or Departments as defined in Section 17.1, and in accord of the following provisions:

- a) First, part-time, short-term, and probationary employees from new hire (not transferred employees) will be laid off before full-time employees; however, Employer and Union recognize that special considerations are involved in the operation of the Juvenile Detention Center. Layoff decisions with respect to part-time and full-time employees in the Juvenile Detention Center shall be based on the specific operational and unique employment needs of that facility.
- b) Second, layoffs shall be determined in consideration of Seniority as set forth in Section 19.4.

Section 19.2 - Recall

Employees who are laid off shall be placed on a Department recall list for a period of eighteen (18) months, provided that they notify the Employer in writing within five (5) business days of their layoff of their desire to be considered for recall. Employees on the Department recall list have the obligation to keep the Employer advised in writing of their current address. If there is a vacancy which the Employer decides to fill, employees who are on the recall list shall be recalled in the inverse order of their layoffs provided they are qualified to perform the work in the job classification to which they are recalled.

If an employee is recalled to a position in the same job classification and refuses it, such refusal shall terminate all further recall rights. If an employee has exercised his or her right to layoff in accordance with Article 10, Section 10.2, his or her recall rights shall not be terminated for refusal to accept a position with fewer hours than he/she previously worked. If an employee is recalled to a position in a lower rated job classification, the employee shall have the right to return to the job classification held prior to being laid off in the event it subsequently becomes available. If an employee is recalled to a lower-rated job classification, the employee shall have the right to refuse the recall. The Employer shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are qualified to perform the specific work involved in the affected job classification and who are willing to be recalled to said classification.

This Section shall apply to all bargaining unit employees who are in layoff status at the time of execution of this Agreement. Recall eligibility shall be calculated from the first day the employee was laid off.

Section 19.3 - Notice

The Employer agrees to provide to the Union and affected employees as much advance notice to layoff as possible. Except in cases of emergency, such notice shall be at least fifteen (15) days and shall include numbers, position classification(s), and department(s) involved.

The parties recognize that the Pretrial Division within the Court Services Department may be subject to layoff within the term of this Agreement.

Section 19.4 - Application of Seniority

For purposes of layoff or recall whether by or within a Department or Division, Departmental Seniority shall be the determining factor when, among employees involved, the qualifications, skill and ability to perform the work in question are relatively equal. Thus, in application, if a layoff or recall is specific to a particular Division(s), Departmental Seniority amongst the Employees within the Division(s) will be used as the determinative decision making factor. When applying the principles of qualifications, skills and ability the Employer's decision shall be made in good faith and its action shall not be arbitrary or capricious.

Section 19.5 - Effects of Layoff

During the term of this Agreement, if the Employer exercises its discretion to lay off an employee, then the employee shall be afforded an opportunity to maintain the health and dental insurance provided by the Employer at the time of the layoff by paying, in advance, the full applicable monthly premium for his or her individual and dependent (if applicable) coverage. If an employee opts to maintain his or her health and dental insurance coverage under this Section, then such employee shall be permitted to continue the insurance coverage for a period of up to eighteen (18) months from the date of layoff or until recall rights are terminated under this Article. Employee rights and benefits under this Section are subject to the terms and conditions of the applicable insurance policy or plan.

ARTICLE 20 LEAVES

Section 20.1 - Sick Leave

Sick leave is absence with pay due to incapacitating illness or injury. The Employer shall allow sick leave to employees for absences due to illness, injury or medical appointment for the Employee, the employee's child, spouse, domestic partner, sibling, parent mother-in-law, father-in-law, grandchild, grand parent, step parent for reasonable periods of time as the employees attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employees own illness or injury. An employee within the Juvenile Detention Center may use up to forty-eight 48 hours of sick leave per calendar year for the individuals listed above. If the Employer has reason to suspect abuse, the Employer may require satisfactory evidence of the need for such absence.

If an employee fails to give timely notice of illness as referenced under Section 15.2, then the employee shall not be eligible to receive paid sick leave benefits for the absence, unless otherwise agreed upon in a particular instance by the Employer. All employees shall call their supervisor and report on their condition every working day they are absent, unless, in a particular instance, a supervisor excuses an employee from this requirement. The Employer may request, prior to payment for sick leave, evidence which may be in the form of written medical certification of use of sick leave if reasonable grounds exist to suspect abuse or if the absence has exceeded three (3) consecutive scheduled work days. Abuse of sick time is the utilization of sick days for reasons other than those stated above.

Employees within Juvenile Detention must submit paperwork requesting sick leave for the time they are off prior to time sheet or time cards being submitted for the pay period the sick leave occurred in. In the event that the employee is not present to submit the paperwork due to illness or incapacitating injury their verbal request will suffice but they must complete the paperwork on the first day they return to work. Failure to request the use of sick leave in writing or, when required, to submit satisfactory documentation of the illness or injury requiring them to be off shall result in the sick time being denied and the employee being required to use other accumulated time off (vacation or personal time).

Employees shall earn sick time at the rate of eight (8) hours for each completed month of service and may carry over time from year to year, up to the maximum of 1768 hours. The rate of pay shall be at the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the sick leave is taken. Sick leave taken for family members shall not count as hours worked for computing overtime or compensatory time during any pay period. Only the first three days of employee sick time used during any calendar year shall be counted as hours worked when computing overtime or compensatory time during any pay period.

Employees shall earn sick leave at the rate of 8 hours for each completed month of service and may carry over time from year to year, up to the maximum of 1768 hours. The rate of pay shall be at the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the sick leave is taken.

Sick leave accumulation may be converted to pension service credits in accordance with Illinois Municipal Retirement Fund regulations. Sick leave accumulation shall not be converted into any other form of compensation. Accrued unused sick leave will be forfeited at time of termination or retirement except as provided herein.

Section 20.2 - Sick Leave Bank

Definitions

a. Sick Leave Bank: A depository into which participating employees may donate accrued sick leave time for allocation to other participating employees.

b. Participating Employee: An employee who has been employed by the Employer for a period of one (1) year or more who voluntarily enrolls in the sick leave bank by depositing at least one (1) full day of accrued sick leave in the bank.

c. Catastrophic Illness or Injury: A disabling physical or mental illness, injury, impairment or condition that requires in-patient care in a hospital, nursing home or hospice; or outpatient care requiring continuing treatment by a health care provider.

Procedures

a. Participation in the sick leave bank shall, at all times, be voluntary on the part of any employee.

b. A participating employee may deposit into the sick leave bank as much accrued sick leave as desired provided that the participating employee shall retain at least ten (10) sick days.

c. Any sick leave in the sick leave bank may be used only for the participating employee's own catastrophic illness or injury.

d. A participating employee shall not use sick leave accumulated in the sick leave bank until all of his or her accrued vacation time, sick leave and compensatory time have been used.

e. Injuries and illnesses that are compensable under the Workman's Compensation Act or Workman's Occupational Diseases Act shall not be eligible for sick leave bank use.

f. An employee who cancels his or her participation in the sick leave bank shall not be eligible to withdraw the sick time he/she has contributed to the pool.

g. Any abuse of the use of the sick leave bank may result in disciplinary action, including discharge.

h. Upon termination, retirement or death, neither a participating employee nor his or her estate shall be entitled to payment for unused sick leave acquired from the sick leave bank.

i. Withdrawal from the sick leave bank shall be made in writing, to the participating employee's Department Head on a form provided by the Employer.

j. The Department Head shall approve or deny the withdrawal request after consulting with the Auditor

k. No request for withdrawal from the sick leave bank shall be unreasonably denied.

l. A participating employee may withdraw up to twenty-five (25) days from the bank per calendar year.

m. Participating employees who enroll in the sick leave bank must wait thirty (30) calendar days before withdrawing from the bank.

Implementation

a. Sick leave bank shall be maintained by the Auditor.

b. The Auditor shall make every effort to provide for full implementation of the sick leave bank within six (6) months after execution of this Agreement.

Section 20.3 - Medical/Pregnancy Leave

Employees who have exhausted their accumulated sick leave days but are unable to report to or back to work because of a start or continuance of illness, injury or pregnancy related disabilities, may receive a disability leave without pay. The Employer will not arbitrarily deny such leave request. To qualify for such leave, the employee must report the disability as soon as the need for such leave becomes known, and thereafter furnish to the department head or designee a physician's written statement of the nature of the disability and the estimated length of time that the employee will be unavailable for work, together with a written application for such leave. Such leaves will ordinarily be granted for three (3) month periods and may be reviewed upon the written request of the employee for additional periods of up to three (3) months each, at the Employer's discretion; however, such requests shall not be arbitrarily denied.

Before returning from a leave of absence for disability, or at thirty (30) day intervals during such leave, the employee may be required, at the Employer's discretion and expense, to have a physical examination by a doctor designated by the Employer to determine the employee's capacity to perform assigned work or to verify the need to continue such leave. Written verification of continued disability shall be provided at the employee's expense at thirty (30) day intervals if the Employer has substantial reason for requesting such. Employee(s) shall notify their supervisor of their availability to return to work at least five (5) working days prior to the expiration of the leave as granted or extended.

Section 20.4 - Worker's Compensation

In the event that an employee is disabled in a service-connected injury or illness, the employee shall be eligible for sick leave pay for only those days in which the employee is ineligible for compensation under the State of Illinois Worker's Compensation Insurance laws. The Employer will make every attempt to issue Workers Compensation checks within a reasonable time period after it has been determined that the employee is eligible for such benefit.

Section 20.5 - Funeral Leave

When a death occurs in an employee's immediate family (defined as spouse, domestic partner, child, sibling, parent, step-parent, mother or father-in-law, brother or sister-in-law, son-in-law or daughter-in-law, grandparent or grandchild) such employee, upon request, will be excused with pay for up to five (5) consecutive calendar days.

If the Employer has reason to suspect abuse, the Employer may require satisfactory evidence of the need for such absence.

Section 20.6 - Discretionary Leaves

The Employer may in the exercise of discretion grant a leave of absence without pay to any bargaining unit employee. The Employer shall set the terms and conditions of the leave.

Section 20.7 - Court Leave

Employees who are required to serve on a jury shall be compensated at their regular rate of pay for each hour spent on jury duty up to the maximum number of hours the employees otherwise have been regularly scheduled to work. In order to receive compensation for jury leave, an employee must sign the jury duty check over to the Employer.

If the employee is required to attend Court for other than jury service, and not in the employee's official capacity performing work duties, then such absence from duty will be charged against any accrued leave, except accrued sick leave, provided the employee has accumulated such leave or, if he/she has not, it will be charged to leave of absence without pay. Employees will be excused from work to attend court only if required by a subpoena to attend as a plaintiff, defendant or witness at a hearing not part of the Employer's business. Employees required to attend court on employer business outside of the employees' normal work hours shall be paid a minimum of two (2) hours or actual time worked, whichever is greater. Off-duty lunch periods shall not be compensated.

Section 20.8 - Military Reserve Training and Emergency Call Up

Any full-time employee of the judicial branch, other than an independent contractor, who is a member of any reserve component of the United States Armed Forces or of any reserve component of the Illinois State Militia, shall be granted leave from judicial branch employment for any period actively spent in such military service, including: (1) basic training; (2) special or advanced training, whether or not within the State, and whether or not voluntary; and (3) annual training. During such leaves, the employee's seniority and other benefits shall continue to accrue. During leaves for annual training, the employee shall continue to receive his regular compensation as a judicial branch employee. During leaves for basic training, special or advanced training, or up to six (6) months of active duty, if such employee's compensation for military activities is less than his compensation as a judicial branch employee, he shall receive his regular compensation as a judicial branch employee minus the amount of his base pay for military activities.

Section 20.9 - Educational Leave

An unpaid leave of absence for a period not to exceed one (1) year may be granted an employee in order that the employee may attend a recognized college, university, trade or technical school, high or primary school, provided that the course of instruction is related to the employee's employment opportunities with the Employer and is of potential benefit to his or her service. Before receiving the leave, the employee shall submit to the Employer satisfactory evidence that the college, university or other school has accepted him or her as a student and, on the expiration of each semester or other school term, shall submit proof of attendance during such term.

Such leaves may be extended upon the employee submitting evidence to the Employer of the successful completion of the course(s) of study for which the original leave was granted, for additional periods not to exceed one (1) year. Such leaves shall not be arbitrarily denied.

If, because of changes in certification, accreditation or licensure, employees are required by the Employer to take courses on a part-time basis during an employee's regular working hours in order to retain their present position classification such employees shall be granted reasonable time for such without loss of pay. Those employees required to take courses on a full-time basis will be granted a leave of absence without pay.

Section 20.10 - Time Off for Union Activities

Local Union representatives or designees may utilize any accumulated time (e.g. holiday, vacation) for Union business. If he or she has no accumulated time available, he or she may be allowed time off without pay for legitimate Union business if such time off does not substantially interfere with the operating needs of the Employer.

Section 20.11 - Employee Rights After Leave

When an employee returns from any leave of absence permitted by this Agreement of six (6) months or less, the employee shall be returned to his or her same position in which the

employee was incumbent prior to the commencement of such leave. When an employee returns from any leave (permitted by this Agreement) in excess of six (6) months, he or she shall be returned to the same position or a position in a comparable classification as he or she was incumbent prior to the commencement of such leave, if available. If the position or a comparable position is not available, the employee shall be subject only to the terms of Article 19, 19.2, Recall of this Agreement.

Section 20.12 - Accrual During Disability Leaves

Notwithstanding any other provision in this Agreement, no paid leave (sick leave, vacation, holidays, etc.) will be accrued or earned while an employee is on any IMRF or unpaid disability leave.

Section 20.13 - Personal Leave

Personal Day Type 1

On January 1 of each year all non-probationary employees shall accrue one personal leave day. This day must be used no later than the pay period before the end of the calendar year in which it is earned and this day may not carry over to the next year.

Personal Day Type 2

Each employee may earn a maximum of an additional four (4) personal leave days converted from accrued sick days as shown in chart below.

Sick Hours accrued as of anniversary date	"Personal 2" days earned on anniversary date
0-95	0
96-191	2
192+	4

Personal Day Type 2 will be awarded on the employee's anniversary date and must be used no later than the pay period before the employee's next anniversary date. Personal Days Type 2 may not be carried from year to year, however, unused converted sick leave personal days will return to the employee's sick leave bank. Upon separation from employment, any Personal Days Type 2 converted from sick time will revert to the employee's sick leave bank and will not be paid out as accrued personal time and not count as hours worked when calculating overtime in any pay period.

ARTICLE 21 HEALTH AND SAFETY

Section 21.1 - Health and Safety

Employer agrees to provide employees with a reasonably safe working environment. The Employer agrees to enforce and continue implementation of applicable laws governing health and safety in the work place.

Where a clear and present danger exists, the Union may initiate a grievance at the final step of the grievance procedure preceding arbitration.

Section 21.2 - Communicable Diseases

If, as a result of work related responsibilities, an employee is exposed to communicable disease(s) that pose(s) a serious and/or long-term health hazard, the Employer shall, upon request, offer tests for such at no cost to the employee. Subject to confidentiality requirements, either Employee and/or Employer shall notify the other of exposure or existence of such disease upon learning of such.

Section 21.3 - Clothing Maintenance Allowance - For Bailiffs

All Bailiffs shall wear the uniform of a Bailiff as designated by the Chief Judge.

On April 1 and October 1 of each fiscal year, each Bailiff shall earn a cash disbursement in the amount of three hundred and fifty dollars (\$350.00) which shall be used by the employee for the purpose of maintaining his or her work clothing during the period October 1 through September 30 of that fiscal year. Effective October 1, 2023, and continuing on the respective April 1 and October 1 thereafter, the clothing allowance disbursements in the preceding sentence shall increase from three hundred and fifty dollars (\$350.00) to four hundred dollars (\$400.00). Employer will process said cash disbursements as soon as practicable following the respective dates that a clothing reimbursement is earned. Employee must be employed as of the cash disbursement date (the date the check is actually issued) in order to remain eligible to receive said cash disbursement.

The Chief Judge reserves the right to inspect the clothing of Bailiffs at any time and to require any such employee to verify through receipts or other means that their clothing maintenance allowance has been utilized solely for the purpose of maintaining their work clothing.

Section 21.4 - Protective Clothing and Equipment

Protective clothing and equipment, as required by the Employer, shall be provided and cleaned by the Employer.

ARTICLE 22 MISCELLANEOUS PROVISIONS

Section 22.1 - Secondary Employment

All employees shall notify their immediate supervisor of their intent to obtain secondary employment. Such notification shall be on a form agreed to by the parties, and shall include the name of the potential employer and the position involved. The employee shall be notified in writing within two (2) days by the supervisor of any request to the department head for an opinion as to the existence of a conflict of interest with court employment.

If at any time a conflict is found, the department head shall promptly notify both parties of the opinion and the Employer may thereafter restrict or prohibit such secondary employment. The Employer's decision to restrict or prohibit such secondary employment shall not be arbitrary or capricious. Only disputes over whether the Employer's decision was arbitrary or capricious shall be subject to the grievance procedure.

Section 22.2 - Bulletin Boards

The Employer agrees to provide one-half (1 /2) of the space on existing bulletin boards, not to exceed 2' X 3', or equivalent wall space, in the following locations:

<u>Building</u>	<u>Number</u>	<u>Site</u>
Courthouse/Adult Prob.	4	Adult Prob./Pretrial Area
Juvenile Detention	1	Employee Lounge
Public Defender's Office	1	Main Office
Bailiffs	5	2 nd , 3 rd , 4 th Floor Courthouse, 2 nd Floor Break Room CJC, and 2 nd Floor JJC.
Juvenile Prob. Bldg.	1	First Floor

Such bulletins may provide information on the Union's meetings, elections and results, educational and social activities and other work-related Union matters. The space shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan, insulting or defamatory in nature, and shall be identified as to source and date of posting.

The Union will remove outdated material, and the Union agrees to limit the posting of Union notices to its designated bulletin boards. All costs incident to preparing and posting of Union material will be borne by the Union and the Union will be responsible for maintaining its bulletin boards in an orderly and neat fashion.

Section 22.3 - Parking

Employer will provide free parking to all employees. It is mutually understood that parking spaces for Employees are allocated under the authority and control of the Human Resources Office of Winnebago County.

Section 22.4 - Travel

Employees will not be required to furnish their own vehicles for job functions.

Section 22.5 - Union Access

Dispute Resolution

One non-employee representative shall have reasonable access to the premises of the Employer in order to help resolve a serious dispute or problem arising under this Agreement. In

order to receive access, a representative must provide notice to the appropriate department head and make arrangements to not disrupt the work of employees on duty.

Upon mutual arrangement with the Employer in an emergency situation, Union staff representatives or local Union representatives may call a meeting during work hours to present, resolve or clarify a problem.

Union Meetings on Employer Premises

The Employer agrees to allow the Union to use a conference and meeting room(s) for Union meetings upon prior request by the designated Union representative, unless to do so would interfere with the operating needs of the Employer, or cause additional cost or inconvenience to the Employer. The Union shall be responsible for any damage caused by such use.

Section 22.6 - Smoking Areas

All employees shall confine their smoking during working hours to the area(s) specifically designated as smoking areas by the Employer. Prior to designating an area as a smoking area, the Employer will afford the Union with advance notice and an opportunity to discuss the matter, but following such opportunity, the Employer reserves the right to make the final decision.

Section 22.7 - Drug Testing

An employee may be required to undergo drug testing at a time and place designated by the Employer when there is probable cause for such testing, after any accident while operating a work vehicle which involves either property damage or injury to a person, or any time an employee is involved in an incident which results in an injury to another person and which results in that person requiring medical attention. An employee has the right to request the presence of a Union representative prior to submitting to the test, and such request shall be honored by the Employer so long as this will not delay the test so as to risk prejudicing the results.

Drug testing under this Section shall be by chemical analysis of the blood or blood serum or urine performed at a licensed and accredited facility designated by the employer, and results shall be by laboratory confirmation. An "In-House Testing Facility", such as Cordant and any successor agencies acting within the same capacity shall not be used as the primary servicing agency for urinalysis testing. It is mutually understood that an "In-House Testing Facility", such as Cordant and any successor agencies acting within the same capacity, will be used only as circumstances require. The procedures for taking the sample shall insure privacy to the Employees to the extent practicable, consistent with the need to prevent tampering with the sample. A sufficient sample of the same bodily fluid or material shall be collected from an Employee to allow for initial screening, a confirmatory test and a sufficient amount of the same sample to be set aside and reserved for later testing. When the specimen is collected from the employee, it shall be labeled, initialed and sealed in the presence of the employee, and, if present, a Union representative.

The testing laboratory shall be responsible for maintaining the identity and integrity of the sample. Retention and storage procedures shall comply with the rules regarding proper preservation of evidence. The testing laboratory shall prepare a written report indicating the drugs, alcohol, or their metabolites tested for, the types of tests conducted, and whether the test produced negative or positive test results.

The Employer will provide the Employee tested with an opportunity to have the reserved portion of the sample tested by a clinical laboratory or hospital facility of the Officer's own choosing, at the Employee's own expense, provided there is an adequate sample and the Employee notifies the Employer within five (5) calendar days of receiving the notice from the Employer of the results of the test. The clinical laboratory or hospital facility chosen by the Employee must be licensed and accredited.

Misuse of prescribed drugs as well as being under the influence of alcohol during working hours shall be cause for discipline, including discharge; alternatively, the Employer shall if practicable, provide the employee with an opportunity to participate in a drug rehabilitation program.

A Union representative requested by an employee pursuant to this Section shall be allowed reasonable time off without loss of pay during working hours.

Section 22.8 - Inclement Weather

In the event the Chief Judge or their designee decides to close any work facility or building housing individuals covered by this agreement the employee will be compensated for the time they were to have worked at their regular rate hourly rate excluding any shift differential. If the closure occurs after the work day has already begun the employee will be paid at the rate described above for any remaining hours in their shift after they are dismissed for the day.

Detention personnel work in a building which never closes. If the Chief Judge or their designee closes any other work facility or other building housing individuals covered by this agreement they will be compensated at a rate of 2 times their normal pay on the day the facility or building is closed. If the closure occurs for only a portion of the day, the premium pay will begin at the time the building or facility closes and extend throughout the day.

If the Chief Judge or their designee does not close the work facility or building housing individuals covered by this agreement but the employee is not able to get to the facility or building due to the weather conditions, the employee must notify the employer by text or email at least one hour prior to the start of their shift and then call back and speak to their supervisor within one hour after the start of their regularly scheduled shift. The employee will be allowed to use accumulated vacation, compensatory time, a personal leave day or take a day without pay. If the employee calls off the shift and then the Chief Judge or their designee closes the facility later in the day they employee must still use their accumulated vacation, compensatory time, a personal leave day or take the day without pay.

Section 22.9 - Employee Assistance Plan

The Employer may implement an Employee Assistance Plan (EAP) applicable to bargaining unit employees at any time, now or in the future.

The cost of an EAP implemented by the Employer shall be borne exclusively by the Employer.

Following the date the Employer first implements an EAP, pursuant to this Section, the Employer shall retain the right to change the EAP provider, or otherwise change the provisions of the EAP, so long as the basic level of benefits available to the employee under the EAP remain substantially the same.

Notwithstanding any provision of this Agreement, the Employer retains the unqualified right to terminate and discontinue an EAP with thirty (30) days advance written notice to the Union President.

An employee's participation in an EAP shall not be construed as a limitation on the Employer's right to discipline the employee in accordance with the terms of the collective bargaining agreement between the Employer and the Union.

Nothing in this Section shall be subject to the grievance procedure.

Section 22.10 - Union Orientation

The Union shall be allowed orientations for all new hires up to one (1) hour without pay so long as it does not interfere with the operations of the Employer.

Section 22.11 - Indemnification and Legal Representation

- a. **Employer Responsibility:** The Employer agrees to pay for any damages or monies which may be adjudged, assessed or levied against an employee covered by this Agreement, and provide legal representation to an employee at any civil cause of action brought against the employee, as a result of action or inaction of the employee arising out of and in the performance of the employee's proper duties for the Employer, except that this provision shall not apply where the employee unreasonably violates a direct order or procedure or acts willfully or wantonly in disregard of his proper duties and/or obligations.
- b. **Cooperation:** Employees shall be required to cooperate with the Employer during the course of any investigation, administration, or litigation of any claim arising under this Article.
- c. **Applicability:** The Employer will provide the protection set forth in Section A so long as the employee is acting within the scope of his employment and where the employee cooperates as defined in Section B, with the defense of the action(s) or claim(s).

ARTICLE 23 WAGES AND OTHER PAY PROVISIONS

All provisions of this Article are to apply only to employees that are employed as of the date of this agreement, or become employed during the term of this agreement.

Section 23.1 - Wage Increase effective January 1, 2023, January 1, 2024 and October 1, 2025

Except as otherwise identified in the three below expressly non-cumulative subsections, effective January 1, 2023 all employees* employed as of October 1, 2022 and continuing employment through January 1, 2023 shall receive a five percent (5%) increase in their regular rate of pay.

- a. Effective January 1, 2023 all Court Services Department Pretrial Services Division employees* employed as of October 1, 2022 and continuing employment through January 1, 2023 shall receive a six percent (6%) increase in their regular rate of pay.
- b. Effective January 1, 2023 all Court Services Department Juvenile Detention Division employees* employed as of October 1, 2022 and continuing employment through January 1, 2023 shall receive a seven percent (7%) increase in their regular rate of pay.
- c. Effective January 1, 2023 all Bailiffs, Public Defender Administration Secretaries and Court Services Administration Secretaries* employed as of October 1, 2022 and continuing employment through January 1, 2023 shall receive a compensation equity adjustment of \$2.25 per hour (Two Dollars and 25/100) added to their current rate of pay.

Effective January 1, 2024 all employees* employed as of October 1, 2023 and continuing employment through January 1, 2024 shall receive a four percent (4%) increase in their regular rate of pay.

Effective October 1, 2024 all employees* employed as of July 1, 2024 and continuing employment through October 1, 2024 shall receive a three percent (3%) increase in their regular rate of pay.

*All current non-probationary Probation Officers and full-time Detention Officers shall receive the increases referenced in this section provided that such employees have met the minimum satisfactory performance standards as related to Section 14.2.

Section 23.2 - Wage Increases for Probation Officers and Detention Officers

In addition, in order to reward certain Probation, Pretrial, Resources Intervention and Detention Officers covered by this Section whose performance for the period of the prior fiscal year is determined to have significantly exceeded the minimum satisfactory performance

standards may receive performance payments which shall be no less than 2% of their annual wages. Performance payments shall be made within thirty (30) days of the end of the fiscal year for which they are earned and will not be included in the employee's regular hourly rate of pay when calculating overtime payments.

Section 23.3 - Longevity Increases

Effective October 1, 2022, and each year thereafter, all employees who have completed three (3) or more years of service based on County Seniority shall receive a one 1% increase to their regular hourly rate of pay on their anniversary date. Furthermore, if during the term of this Agreement an employee's completed years of service anniversary date is a 10, 15, 20, 25, 30, 35, 40 or 45 year anniversary, then employee shall receive a 2% increase rather than a 1% increase to their regular hourly rate (it is expressly understood that this provision concerning 2% anniversary increases shall have no retroactive effect).

Section 23.4 - Shift Differential

Employees shall receive an additional \$.65 per hour for all time worked between 4:00 PM and 11:00 PM on shifts which begin at 11:00 AM or later on any day (It is noted that a scrivener's error occurred in the 2021-2022 Agreement and the actual shift differential that has been in existence since January 1, 2019 for time worked between 4:00 PM and 11:00 PM on shifts which begin at 11:00 AM or later on any day is \$.50 per hour). Employees shall receive an additional \$1.05 per hour for all time worked between 11:00 PM and 7:00 AM.

Section 23.5 - Weekend Differential

Employees shall receive an additional \$.65 per hour for time worked between 11:00 p.m. Friday and 11:00 p.m. Sunday. Employees receiving weekend differential pay who are also eligible for shift differential pay in accordance with this Article shall receive both the shift differential and the weekend differential pay.

ARTICLE 24 NO STRIKE OR LOCKOUT

Section 24.1 - No Lockout

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

Section 24.2 - No Strike

During the term of this Agreement, there shall be no strikes, work stoppages, or slow downs, sit ins, cessations or interruptions of work, boycotts, sympathy strikes, or other interference with the operations of the Employer. Employee(s) who violate this Article may be discharged or otherwise disciplined by the Employer. The failure to confer a penalty in any instance is not a waiver of such right in any other instance.

Section 24.3 - Union Official Responsibility

The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down,

sit-in, cessation, or stoppage or interruption of work, boycott, sympathy strike, or other interference with the operations of the Employer, or ratify, condone or lend support to any such conduct or action.

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

- A. Advise the Employer in writing that such action by the employees has not been called or sanctioned by the Union.
- B. Notify employees in writing of its disapproval of such action and instruct such employees to cease such action and return to work immediately.
- C. Post notices at Union bulletin boards advising that it disapproves of such action and instructing employees to return to work immediately.

ARTICLE 25 ENTIRE AGREEMENT AND SAVINGS

Section 25.1 - Entire Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth herein. The Employer and the Council for the term of this Agreement, each voluntarily waives the right, and each agrees that the other shall not be obligated to bargain over any subject that is expressly covered in this Agreement.

Section 25.2 - Savings

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 26 TERMINATION

Section 26.1 - Termination

Except as provided herein, this Agreement shall be effective as of October 1, 2022 and shall remain in full force and effect until 11:59 p.m. on the 30th day of September 31, 2025. It

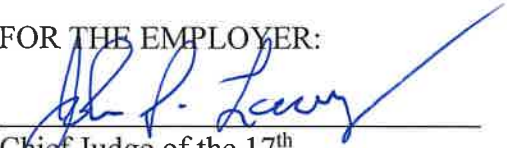
shall automatically be renewed from year to year thereafter unless notice is given in writing not less than sixty (60) days prior to September 30, 2025.

In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the end date. This Agreement shall remain in full force and effect during the period of negotiations.

In witness whereof, the parties do hereby agree to the foregoing:


Dated this 10th day of November, 2022.

FOR THE EMPLOYER:




Chief Judge of the 17th
Judicial Circuit

FOR THE UNION:




III. FOP
Staff Representative




III. FOP Negotiating Team Member



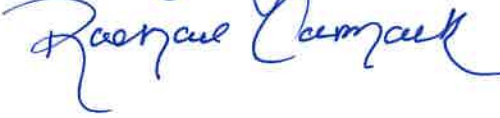
III. FOP Negotiating Team Member



III. FOP Negotiating Team Member



III. FOP Negotiating Team Member



III. FOP Negotiating Team Member

APPENDIX

<u>OFFICE</u>	<u>HOURS</u>
COURT SERVICES:	
Juvenile Probation	8:00 am - 5:00 pm (5 days) 10:00 am – 7:00 pm 12:00 pm – 9:00 pm
Pretrial Officer	7:00 am - 2:00 pm 7:00 a.m. - 4:00 pm 6:00 a.m. - 4:00 pm 6:00 a.m. - 11:00 am
Adult Probation	8:00 am - 5:00 pm
RIC	8:00 am - 5:00 pm 8:00 am - 8:00 pm (3 hours overtime – grant funding)
Clerical	8:00 am -5:00 pm 11:00 am - 8:00 pm
Juvenile Detention Officer	7:00 am - 3:00 pm 8:00 am - 4:00 pm 11:00 am - 7:00 pm 3:00 pm -11:00 pm 11:00 pm - 7:00 am 1:00 pm - 9:00 pm
CIRCUIT COURT:	
Clerical	8:00 am - 5:00 pm
Bailiff	8:00 am - 5:00 pm
PUBLIC DEFENDER:	8:00 am - 5:00 pm



WINNEBAGO COUNTY CIRCUIT COURT

EMPLOYEE REQUEST TO RECEIVE PAID COMPENSATION FOR COMP TIME

NAME: _____

DATE: _____

Timekeeping records of the Winnebago County Court Services as of the above date indicate that my current balance of compensatory time is _____ hours. I request to convert _____ Comp Hours into paid compensation.

I understand that my request may not exceed forty (40) hours of compensatory time. I cannot receive paid compensation for compensatory time that I have not accrued as of the date of this request. Paid compensation will be at my regular hourly rate of pay as of July 1st of this year, and is subject to current payroll deductions. Payment of my converted compensatory time will be included in the first full pay period in September.

This request must be received by the end of the first pay period in July for consideration.

Signature of Employee

Date



WINNEBAGO COUNTY CIRCUIT COURT

NOTICE TO BAILIFF

TO: Bailiff _____

FROM: Supervisor _____

DATE: _____

SUBJECT: **240 HOUR COMPENSATORY TIME NOTIFICATION**

The timekeeping records of the Winnebago County Circuit Court as of this date _____ indicate that your current balance of compensatory time is _____ hours. The purpose of this notice is to inform you that you must utilize _____ hours of compensatory time off within the next 180 days. If you fail to request all of this compensatory time off within ten (10) working days, you will be scheduled to take the remainder off at the discretion of the employer. Be advised that the number of compensatory hours which you must take will not bring your accrued compensatory balance below two hundred (200) hours.

Signature of Bailiff

Signature of Supervisor

Date



WINNEBAGO COUNTY CIRCUIT COURT
COMPENSATORY TIME – REDUCTION DATE FORM

Bailiff _____

Supervisor _____

Date of Notification _____

End of 180 Day Window (Date) _____

<u>Anticipated Date Comp Time Taken</u>	<u># Hours Taken</u>	<u>Employee Directed (Yes or No)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Return completed form to Supervisor within ten (10) working days of notification.