

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CHIEF JUDGE OF THE TWELFTH JUDICIAL CIRCUIT

AND

WILL COUNTY PROBATION

AND

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

EFFECTIVE: DECEMBER 1, 2016 NOVEMBER 30, 2021

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A G R E E M E N T

This Agreement made and entered into this 1st day of December 2016, by and between the Chief Judge - Twelfth Judicial Circuit, Probation Services (hereinafter referred to as the “Employer”), and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the “Union”), and their successors and assigns on behalf of employees in the collective bargaining unit set forth in Article I hereof.

ARTICLE I

PURPOSE

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

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

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

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

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

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

ARTICLE II

RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining, pursuant to the "Illinois Public Labor Relations Act", as amended, (5 ILCS 315/1 et seq. (West 1998) *et seq.* (Hereafter referred to as the "Labor Act") over wages, hours and other terms and conditions of employment for the following Probation Services employee classifications:

All Adult & Juvenile Officers, and

Legal Secretaries
Excluded: Director of Probation Services
Assistant Director of Probation Services - Adult
Assistant Director of Probation Services- Juvenile
Unit Supervisors
Executive Secretary

ARTICLE III

MANAGEMENT RIGHTS

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

- A. To plan, direct, control, manage, determine, and set standards for all functions, operations, and services of the Judiciary,
- B. to establish the qualifications for employment and to employ employees,
- C. to make and enforce reasonable laws of contract and regulations,
- D. to determine and establish work schedules and assignments, and the number of hours of work per week,
- E. to hire, promote, transfer, demote, evaluate, reassign, supervise, direct, schedule and assign employees to positions and to create, modify and eliminate positions,
- F. to discipline, suspend and discharge for just cause,
- G. to establish reasonable work and productivity standards and to amend such standards,
- H. to layoff employees because of lack of work or funds or other legitimate reasons, or to change or eliminate methods, equipment, and facilities for the improvement of operations,
- I. to determine the size and composition of the work force,
- J. to determine the divisions and units, the methods, means,

- organization, and number of personnel by which such operations and services shall be provided,
- K. to take whatever action is necessary to comply with State and Federal law,
 - L. to eliminate, contract, and relocate or transfer work and maintain efficiency,
 - M. to take whatever action is necessary to maintain operations and services in emergency situations, and
 - N. to set its overall budget.

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

ARTICLE IV

UNION SECURITY

Section 4.1 - Maintenance of Membership

Each employee, who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall maintain his/her membership during the term of this Agreement except as provided herein.

Section 4.2 - Fair Share Deductions

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the Illinois Public Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the nonmember employees and shall be remitted each payday to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each nonmember employee's share

shall not exceed dues uniformly required to Union members.

Section 4.3 - Constitutional Rights

The Union agrees to insure full compliance with respect to constitutional and statutory rights of all bargaining unit members affected by this Article. Such rights include, but are not limited to, the religious and due process notice and objection procedure rights referenced in the Illinois Public Labor Relations Act.

Section 4.4 - Notice and Appeal

The Union agrees to provide Fair Share notices and appeal procedures to employees in accordance with applicable law.

Section 4.5 - Indemnification

The Union shall indemnify, defend, and hold the Employer and the County harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article; provided the Employer and the County shall reasonably cooperate with the Union in the defense of such claim, demand, suit and/or liability. For purposes of this indemnification, a failure by the County to cooperate shall be imputed to the Employer.

ARTICLE V

UNION RIGHTS

Section 5.1 - Union Activity During Working Hours

Employees shall, after giving appropriate notice to their supervisor, be allowed time off, with pay, during working hours, to attend Union negotiations, grievance hearings, labor/management meetings, and committee meetings, if such committees have been established by this Contract, or meetings called or agreed to by the Employer, if such employees are entitled or required to attend such meetings, by virtue of being Union representatives, stewards, witnesses, or grievants.

Employees may not be excused from employment, for the purpose of Union negotiations, if such absence would substantially hinder the efficient operation of their

department.

Section 5.2 - Union Business Access

The Employer agrees that a local representative or officer, or FOP Staff Representative shall have reasonable access to the premises of the Employer, giving notice upon arrival to the appropriate Employer representative.

Appointments and/or schedules for all necessary Union business meetings, involving three (3) or more people from the Bargaining Unit on County premises, shall be made in advance, with the Chief Judge or the Judge's designated representative.

Time and space are to be made available, at reasonable times, as needed, in a manner that does not interfere with providing service to the public.

Section 5.3 - Time Off for Union Activities

A maximum of three (3) local Union Representatives shall be allowed time off, without pay, for legitimate Union business, such as state or area-wide Union committee meetings, or conventions, provided such Representatives shall give reasonable notice to their supervisors of such absence, and shall be allowed such time off, if it does not substantially interfere with the operating needs of the Employer.

Employees may use any accumulated time (holidays, personal days, vacation days), in lieu of taking such time without pay.

No more than thirty-six (36) working days shall be granted, per contract year, for all employees of the Bargaining Unit.

Section 5.4 - Union Bulletin Boards

The Employer shall provide bulletin boards or space in each department or geographical location.

The number, size and location of each board shall be mutually agreed to by the parties in each location.

The boards and/or space shall be for the sole and exclusive use of the Union.

The items posted shall not be political, partisan or defamatory in nature.

The Chief Judge or the Judge's designated representative shall be provided with a copy of notices upon posting.

Section 5.5 - Labor-Management Committee

Representatives of the Employer and the Union may meet from time to time on a structured basis. Unless waived by the parties, requests for such meetings should be in writing and should contain an agenda for such meetings. Meetings shall be limited to:

1. Safety
2. Work Hours
3. Training
4. Office Policies and Procedures
5. Other issues immediately relevant to the operation of the department.

Nothing in this Article shall expand either party's obligation to bargain pursuant to the Illinois State Labor Relations Act, nor shall it inhibit the parties from meeting on a less formal basis, should circumstances allow.

When absence from work is required to attend labor-management committee meetings, Union representatives shall, before leaving their work station, give reasonable notice to and receive approval from their supervisor in order to remain in pay status. Supervisors shall not arbitrarily withhold approval of the absence, but will give due consideration to staffing needs of the office and the immediate duties such as home visits or court appearances for which a Union representative may be scheduled. In no case need the Employer excuse more than three (3) on-duty Union representatives. Travel expenses associated with these conferences shall be the responsibility of the employee.

ARTICLE VI

SENIORITY

Section 6.1 - Seniority

Seniority is defined as the length of the continuous service of an employee for the Employer within the Probation Department since the employee's last date of hire. However, this paragraph shall not reduce the seniority of any employee who prior to June 7, 1994, received seniority credit in the Probation Department for service performed in another office of the Chief Judge.

Newly hired employees shall be considered probationary during the first twelve

(12) months of their employment with the Probation Department and have no right to use the grievance procedure in the event of discipline, including discharge. All employees hired prior to 10/24/12 shall not be affected by the change in the duration of the probationary period.

Section 6.2 - Loss of Seniority

An employee shall lose his/her seniority for the following reasons only:

1. He/she quits or retires;
2. He/she is discharged and the discharge is not reversed through the procedure as set forth in the Agreement;
3. Without good cause he/she is absent for five (5) consecutive working days without notifying the Employer. After such absence, the Employer shall send written notification to the employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated;
4. If he/she does not return to work when recalled from layoff as set forth in the recall procedure. Exceptions may be made with the consent of the Employer;
5. Leaves the Will County Probation Department to be employed elsewhere;
6. Is laid off pursuant to the provisions of the applicable Agreement for a period of twenty-four (24) months;
7. Fails to return to work at the conclusion of an approved leave of absence.

Section 6.3 - Seniority List

On the effective day of this Agreement, the Employer shall prepare a seniority list which shows the dates of hire, the names and job titles of all employees within the bargaining unit entitled to seniority.

The Employer will keep the seniority list up to date at all times and will provide the Chief Steward with up to date copies upon written request.

The Chief Steward will notify the Union monthly of new hires and terminations

within the unit.

ARTICLE VII

LAYOFFS

Section 7.1 - Layoffs

“Layoff” means a reduction in work force due to reasons of lack of work, lack of funds, reorganization, or the elimination of a position.

In the event it becomes necessary for a layoff, the Employer shall meet with the designated Union representative forty-five (45) days prior to the effective date. At such meeting the Employer shall submit a list of the number of employees in the Probation Department bargaining scheduled for layoff, their names, seniority, job titles and work locations.

Layoffs of regular unit full-time employees shall be strictly by seniority within a classification.

Prior to the laying off of any regular employee, probationary and temporary employees within the unit classifications shall be terminated.

Employees to be laid off will receive at least fourteen (14) calendar days advance notice of the layoff, when possible.

When the employer fills old unit positions, or newly created unit jobs, employees on layoff status will be reinstated in order of their seniority, provided they have satisfactorily completed their probationary period of employment, for any unit position which they are qualified to hold before new job applicants are considered. Recall rights shall last for the length of the employee's Probation Department bargaining unit seniority but in no case longer than two (2) years.

This Probation Department bargaining unit is considered to be independent of, and not subject to, any County wide, interdepartmental transfer, resulting from a layoff in another bargaining unit.

ARTICLE VIII

PROBATION DEPARTMENT BARGAINING UNIT VACANCIES & ASSIGNMENTS

Section 8.1 - Vacancies

When a regular full-time Probation Department bargaining unit position becomes available, it shall be posted at all work sites for ten (10) working days prior to filling the position. If not filled from within the unit, it may be filled by appropriate means.

Employees interested in applying for a vacant Probation Department bargaining unit position in response to an internal posting must submit that request in writing to the appropriate Department Administrator within the deadline given on the posting.

As soon as possible following the position posting, all qualified applicants will be scheduled for participation in the department's selection process.

1. Areas considered shall be: work record, education level, previous evaluations, seniority, job experience, personnel policies and knowledge of the court system.
2. The Department administrators will select the candidate who best meets the necessary qualifications for the position. If two or more candidates have equal qualifications, the most senior candidate shall be awarded the position.
3. All employees who volunteer to transfer to different positions within the bargaining unit shall serve a ninety (90) day probationary period. Such employees who fail to satisfactorily complete such a probation period will be returned to their previous position if it is vacant. If the former position is not vacant, management in its discretion may place the employee in any vacant position for which he/she is qualified, providing the duties of the position are similar to those of the position first occupied by the employee prior to the initial transfer.

Section 8.2 - Assignment

Not all reassignments will be voluntary. The Department Director, through authority of the Chief Judge, retains the absolute right to assign and reassign employees as deemed necessary. Prior to any involuntary reassignment the Director will meet and confer with the employee to notify him/her of the assignment change.

ARTICLE IX

TEMPORARY ASSIGNMENTS

The Probation Department Director shall determine when a vacancy exists and should be filled. Temporary assignments for the purpose of filling vacancies of employees who are absent will be made by the Probation Department Director under the authority of the Chief Judge.

If an employee is temporarily assigned to a lower paid position, they shall not be subject to pay cut.

No temporary assignment of an employee shall exceed one hundred and eighty (180) calendar days without the consent of the employee. After one hundred and eighty (180) days, the employee requesting to be relieved of the temporary assignment shall be returned to their former position at the former rate of pay.

ARTICLE X

HOURS OF WORK

Section 10.1 - Work Week

Employees of Court Services are required to work a total of forty (40) hours per week which shall include a one (1) hour paid meal period in each day of eight (8) hours or longer. Whenever possible, the meal period shall be scheduled at the middle of each work day, in accordance with present standards and procedures.

Section 10.2 Work Hours & Shift Selection:

Probation Case Officer/ Legal Secretary - 7:00 a.m. to 3:00 p.m., 8:00 a.m. to 4:00 p.m. Monday through Friday

Surveillance Unit Officer - 8:00 a.m. to 4:00 p.m., 3:00 p.m. to 11:00 p.m., or 3:00 p.m. to 1:00 a.m.

Rotating schedule which will routinely include weekend work hours

Pretrial Services Officer- 7:00 a.m. to 3:00 p.m. Monday through Friday, unless assigned to an alternate weekend or evening schedule

Selection of a shift shall be voluntary, and ruled by seniority. For the purposes of this agreement, staff assigned to the Pretrial Services Unit or the Surveillance Unit shall not be used in the calculation of staffing levels (shift staffing minimums) for Probation Case Officer shifts in either the Adult or Juvenile Probation Divisions. Staff members desiring to change shifts shall do so by written request submitted to the Assistant Director. Shift change requests will be accepted any time. The awarding of a shift will be to the most senior employee. Requests for a shift change must be kept current, and will not be considered valid after one (1) year from the date of writing. The awarding of a shift shall be made after five (5) working days of the shift opening being posted. Switching shifts shall be allowed with supervisory approval.

This section is intended to set forth the normal hours of work in effect at the time of execution of the Agreement. This excludes special assignments, for which non-standard work days have and will continue, to exist such as trainings, committee meetings, and career fairs. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting the efficiency of Court Services, and from establishing the work schedules of its employees. If for any reason, any of the above referenced work hours need to be modified, the employer agrees to meet and discuss the changes with the Union prior to implementation. Where practical, advance notice will be provided to the Union regarding the anticipated work hour changes no less than ninety (90) days prior to said action.

Section 10.3 – Overtime

Two (2) days each month late night office hours will be scheduled, except for conflicts associated with inclement weather, Holidays, and the availability of security. The specific days and hours will be determined by the Employer or the Employer's designee. Late night office hours will be governed in accordance with the overtime policies as outlined in the Employee Personnel Manual. Late night office hours will only be scheduled on days for which building security is available. Late night office hours may be suspended or terminated by the Chief Judge for reasonable cause. Examples of circumstances that may compel the suspension or termination of late night hours include but are not limited to the following: budget, facilities, maintenance, and operational issues. Where practical, advance notice will be provided to the Union regarding the anticipated suspension or termination of late night office hours no less than ninety (90) days prior to said action. Late night office hours may also be suspended or terminated for emergency reasons as designated by the Chief Judge.

Overtime shall be calculated at a rate of 1 ½ hours for each hour worked in

excess of each eight (8) hour day pursuant to the Fair Labor Standards Act. Overtime hours may be taken in the form of compensatory time, or, at the employee's option, may be taken as pay. Each employee shall be limited to designating a maximum of twenty (20) hours of overtime per fiscal year (December 1st -November 30th) as pay. The employer will designate times each quarter, aligning with the county payroll schedule, where employees may elect to convert compensatory hours to pay. Employees converting compensatory hours to pay shall be required to do so in full hour increments. Any compensatory time earned shall be taken at a time convenient to the employee and consistent with the operating needs of the Employer.

Employees shall submit their request for use of compensatory time to the Employer at least three (3) business days prior to the time/date requested unless waived by the Supervisor or other Department Administrator. Compensatory time may be accumulated up to one hundred twenty (120) hours, after which compensatory time accumulated in excess of one hundred twenty (120) hours will be assigned to a time mutually agreed to by the employee and the Employer.

All hours paid shall be counted as hours worked for purposes of calculating overtime.

Section 10.4 - Overtime Authorization

All overtime worked in accordance with the above provisions must be authorized by the Chief Managing Officer or Caseload Supervisor.

Overtime shall be given to an employee for such services actually performed with proper authorization.

Section 10.5- Day Defined

Except where specifically defined to the contrary, where used in this Agreement, the term "day" shall mean eight (8) consecutive hours of work, within a twenty-four (24) hour period.

ARTICLE XI

WAGES AND OTHER ECONOMIC BENEFITS

Section 11.1 - Wages

FY17 (September 1, 2017 – November 30, 2017) Employees shall receive a 3.5% annual wage increase, applied retroactively to base pay (on all hours paid) and conditioned on employee being employed on December 1, 2016 and receiving a satisfactory performance rating (at least 650 out of 1000 possible points). Those employees on probation and eligible for the annual wage increase referenced above shall receive that wage increase upon the successful completion of their probationary period.

FY18 (December 1, 2017 – November 30, 2018) Employees shall receive a 4.5% annual wage increase (on all hours paid) and conditioned on employee being employed on December 1, 2017 and receiving a satisfactory performance rating (at least 650 out of 1000 possible points). Those employees on probation and eligible for the annual wage increase referenced above shall receive that wage increase upon the successful completion of their probationary period.

FY19 (December 1, 2018 – November 30, 2019) Employees shall receive a 4.5% annual wage increase (on all hours paid) and conditioned on employee being employed on December 1, 2018 and receiving a satisfactory performance rating (at least 650 out of 1000 possible points). Those employees on probation and eligible for the annual wage increase referenced above shall receive that wage increase upon the successful completion of their probationary period.

FY20 (December 1, 2019 – November 30, 2020) Employees shall receive a 4.5% annual wage increase (on all hours paid) and conditioned on employee being employed on December 1, 2019 and receiving a satisfactory performance rating (at least 650 out of 1000 possible points). Those employees on probation and eligible for the annual wage increase referenced above shall receive that wage increase upon the successful completion of their probationary period.

FY21 (December 1, 2020 – November 30, 2021) Employees shall receive a 5.0% annual wage increase (on all hours paid) and conditioned on employee being employed on December 1, 2019 and receiving a satisfactory performance rating (at least 650 out of 1000 possible points). Those employees on probation and eligible for the annual wage increase referenced above shall receive that wage increase upon the successful completion of their probationary period.

Bargaining unit members actively employed at the time of ratification/adoption of this Agreement by both parties shall receive a one-time lump sum payment in the gross amount of \$500 as soon as administratively feasible.

No employee's pay may exceed the range maximum. Employees whose pay by virtue of the above increases exceeds the maximum of their pay range shall receive that excess in the form of a stipend, not to be included in their base pay. All employees receiving stipends shall receive payment in pro rata form over the several pay periods of the respective year specified.

A 10% wage differential for all Surveillance Unit Officers or Pretrial Services Officers assigned to weekend or evening schedules.

Employees may qualify for an additional stipend based on their bilingual speaking abilities. Employees that can speak conversational Spanish to clients during the course of their duties shall receive a five hundred dollar (\$500.00) stipend annually. Employees receiving such a stipend shall agree to either carry a caseload of Spanish speaking clients, or shall agree to avail themselves to other personnel that require Spanish translation services when called upon. To qualify for the stipend, an employee shall meet the proficiency level set by management which will include a written and oral exam. Employees who qualify for the stipend shall receive payments in pro rata form during the designated pay periods.

Section 11.2 - Longevity

The County's longevity pay plan shall continue to be applied under the following terms and conditions:

- a) Longevity shall be computed for the date employees began their initial, regular employment by the Employer, but shall be computed only on the time that the employee was in actual service from the Employer, providing not more than five (5) years have elapsed, since the last regular employment with the Employer.
- b) Anyone returning after a lapse of employment, for a period of five (5) years, shall be treated as a new employee.
- c) Employees shall be compensated, on the wage schedule, at the rate of \$2.00 per month, for each year of actual service, to a maximum to twenty

(20) years of actual service.

- d) Changes and rate of longevity pay shall be made on December 1st and June 1st of each year.

Section 11.3 - Pay Ranges, and Starting Pay

Pay Ranges

Effective 12/1/16

Probation Officer	\$40,922- \$61,383
Senior Probation Officer	\$50,753- \$76,129
Legal Secretary	\$30,533- \$45,800
Senior Legal Secretary	\$37,804- \$56,707

Effective 12/1/17

Probation Officer	\$41,331- \$61,997
Senior Probation Officer	\$51,261- \$76,891
Legal Secretary	\$30,838- \$46,257
Senior Legal Secretary	\$38,182- \$57,273

Effective 12/1/18

Probation Officer	\$41,745- \$62,617
Senior Probation Officer	\$51,773- \$77,660
Legal Secretary	\$31,147- \$46,720
Senior Legal Secretary	\$38,564- \$57,846

Effective 12/1/19

Probation Officer	\$42,162- \$63,243
Senior Probation Officer	\$52,291- \$78,436
Legal Secretary	\$31,458- \$47,187
Senior Legal Secretary	\$38,949- \$58,424

Effective 12/1/20

Probation Officer	\$42,584- \$63,875
Senior Probation Officer	\$52,814- \$79,221
Legal Secretary	\$31,773- \$47,659
Senior Legal Secretary	\$39,339- \$59,008

No employee's pay will exceed the range maximum. Employees whose pay by virtue of the above increases exceeds the maximum of their pay range shall receive that excess in the form of a stipend, not to be included in their base pay. **All employees**

receiving stipends shall receive payment in a pro rata form during the designated pay periods of the respective year specified.

Employees eligible and accepted for senior position job classifications will receive a 1.5% pay adjustment or will move to the range minimum, whichever action provides the greater pay. Employees who meet the minimum requirements for the senior position job classification, pursuant to senior job descriptions, may apply during a thirty (30) day period, to be determined by the Department Director, in the fiscal year preceding their year of eligibility. Any employee, who is eligible and elects not to apply or is not accepted for a senior position, must wait a period of two (2) years to re-apply. Procedures and guidelines to govern the application process will be developed by management. Minimum requirements for a senior position include seven (7) years of experience within the Will County Probation Division and the acceptance of additional responsibilities.

Specific to the Senior Probation Officer position, subject to the guidelines established by the Labor-Management Committee created under this contract, a maximum of two (2) years service credit for previously acquired experience as a probation officer shall be credited for any employee who has received two (2) or more years of prior experience in a jurisdiction or court services department not covered by this contract. Any Probation Officer who has left the Will County Probation Division in good standing and subsequently returns within five (5) years of separation may be awarded a maximum of four (4) years service credit toward the eligibility requirement for Senior Probation Officer. A returning Probation Officer whose separation is five (5) years or greater may be awarded a maximum of two (2) years service credit to be applied toward the eligibility requirement for Senior Probation Officer.

Section 11.4 - Dues Reimbursement-Professional Organizations

The Employer agrees to reimburse employees to a maximum of forty dollars (\$40.00) for an annual membership in an approved association.

ARTICLE XII

HOLIDAYS

Section 12.1 - Official Holidays

An official list of paid holidays is determined annually by the Supreme Court and Chief Judge. Holidays shall be those designated by the Chief Judge of the Twelfth Judicial Circuit subject to the general administrative and supervisory authority of the Illinois Supreme Court.

With exception for emergencies, all eligible employees, as defined below, will be granted the day off based on their normal hours of work with regular hourly pay.

To qualify for holiday pay, an employee must be in paid status the day preceding and following the holiday. For purposes of this paragraph, "paid status" is not limited to a day in which work is actually performed. The term shall also include any paid leave or compensatory time used.

If for any reason the Employer requires an employee to work on any holiday, the employee will be paid at his/her straight-time rate for all hours actually worked and will receive a mutually agreed upon day off for which he/she will receive pay at his/her usual daily rate of compensation.

If a holiday falls within an employee's scheduled vacation, such employee, if otherwise eligible, shall be granted an additional day of vacation.

ARTICLE XIII

VACATIONS

Section 13.1 - Vacation Leave

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

Section 13.2 - Vacation Eligibility

No employee shall be entitled to any vacation, or pay therefore, until he/she has been on the payroll for a continuous period of at least six (6) months. Vacation with pay will not be granted before vacation time has been earned.

Individual anniversary dates will be used to calculate the amount of vacation to which each employee will be entitled.

Section 13.3 - Vacation Pay

All vacation pay will be paid at the employee's regular rate of pay and will be based upon a forty (40) hour work week. No more than ten (10) days of unused vacation time may be carried over into the following fiscal year.

Section 13.4 - Vacation Requests

In order to assure the orderly performance and continuity of those services provided by the employees and the Probation Department, each employee wishing to schedule a vacation should request such vacation leave as far in advance as reasonably possible. In order to better assure that their vacations may be scheduled when they want them, employees should, as set forth in the next Section, actually request their vacations as many months in advance as possible.

Requests for vacation shall be granted upon approval of the Supervisor or appropriate Department Administrator; in accordance with Section 13.5 of this Article unless it is determined that such absence would adversely affect and interfere with the orderly performance and continuity of service.

Section 13.5 - Scheduling Vacations

Vacations will be scheduled, insofar as possible and practical, at those times requested by each employee. However, because of the nature of the work and the requirement that the orderly performance and continuity of service be maintained, it may be necessary to limit the number or prohibit any employees from taking vacations during a particular period or at the same time.

Each employee may submit a list of vacation choices by the last business day of November, but no earlier than November 15 to request a vacation period in the following fiscal year. The lists will be processed giving preference to employee's time-in-classification, with those employees having the most time-in-classification receiving the highest preference. In awarding vacation, subject to the other conditions stated in this Article, the Employer will award an employee the available vacation choice that is highest on the employee's list of priorities. Before awarding further vacation choices to that employee, the Employer will award vacation to junior employees, awarding to each junior employee the available vacation choice that is highest on that employee's list of priorities. It is the responsibility of the employee to insure that the employee's prioritized

list is received and processed.

Requests for vacation which are submitted during the actual fiscal year will be processed giving preference to the order in which the vacation requests are received, with those received first having first priority. In the event requests are received at the same time for the same vacation period, then time-in-classification will be the determining factor.

Once vacations are awarded they may not be traded, unless a trade is specifically approved by the Director.

Section 13.6 - Vacation Cancellation

In the case of an emergency as determined by the Chief Judge, the Director may cancel and reschedule any or all approved vacation leaves in advance of their being taken. In such cases, an employee who would otherwise suffer a financial loss because of loss of deposit money or the earlier purchase of tickets or reservations which may neither be rescheduled nor refunded, shall be reimbursed by the Employer. Such reimbursement is contingent on submission by the employee of satisfactory evidence of such conditions.

Section 13.7 - Vacation Accrual

Vacation leave will accrue at the following rates:

After 6 months	1 week
1 year	1 week
2 years	2 weeks
5 years	3 weeks
10 years	4 weeks
15 years	5 weeks

ARTICLE XIV

SICK LEAVE

Section 14.1 - Non-Work Related Sick Leave

Sick leave may be used in cases of sickness, pregnancy, disability, or to seek

medical treatment or for any leave permitted or required under the Family and Medical Leave Act. Use of sick leave may not substitute for other types of leave. While absent from work due to illness or injury, employees shall be paid from their sick leave credit as provided herein. Sick leave may be used in the case of illness in the employee's immediate family where the presence of the employee is necessary. For purposes of this section, immediate family is defined as parent of employee or spouse, spouse sibling, child, grandparent, brother or sister of spouse, grandchild or someone with whom the employee has a legal guardian relationship, or a related member in an employee's household.

To receive compensation while absent on sick leave, employees shall notify their supervisor prior to or within one (1) hour after the time set for the beginning of the work day. When absences are for more than five (5) days, employees are required to file a physician's certificate. No sick leave shall be granted without the approval of their supervisor or other appropriate Department Administrator.

The Department Administrator may require a doctor's excuse for sick leave claimed for a day immediately preceding or following a holiday or a weekend including a Friday or Monday holiday.

All regular full-time bargaining unit employees are eligible to accumulate sick leave benefits following the first thirty (30) calendar days on the job and may use sick leave after completion of this thirty (30) day period, up to the amount accumulated at the time of the illness.

Regular full-time employees are entitled to sick leave credit of eight (8) hours for each month of service, except that no sick leave credit can be earned during a leave of absence without pay. The amount of sick leave charged against an employee absent on sick leave shall be equal to the number of regularly scheduled hours the employee would otherwise have worked.

Employees shall start to earn sick leave from their date of hire and they shall accumulate sick leave as long as they are in the service of the Employer, to a maximum of two hundred and forty (240) days.

An employee on sick leave shall suffer no loss of seniority and shall continue to accumulate seniority.

Records must be kept of accumulated sick leave and such records shall be made available to the employee.

Employees shall be compensated for one-half (0.5) of any accumulated sick leave when they are permanently separated from employment as a result of retirement

or death:

- 1) In the event of death, payment is to be made to the estate of employees or their heirs.
- 2) To retire, for purposes of this Section, a person must satisfy the criteria set forth by the Illinois Municipal Retirement Fund (IMRF).
- 3) The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the date of the employee's permanent separation.

In the event of resignation:

- 1) Employees shall be paid two (2) days for each year of service, not to exceed their accumulated sick leave balance.
- 2) Any payment, to employees, is to be calculated at their rate of pay, in effect on the pay day, immediately preceding the date of their resignation.

An employee who does not use any sick time during the full designated annual fiscal year shall receive one additional personal day during the following annual fiscal year.

Section 14.2 - Work Related Sick Leave

In all cases, when employees are forced to be absent from work, by reason of injury or illness, arising out of the scope of their employment and covered by Workers' Compensation benefits, they shall be paid the difference between the amount of weekly Workers' Compensation benefits to which such employees would be entitled and the employees' full weekly salary, as of the day they last worked, for a period not to exceed sixty (60) calendar/work day weeks.

In the event that the length of absence from work of the employees do not qualify them for Workers' Compensation payments, during the first three (3) days of their absence, then, in such case, they shall receive their full salary for this three (3) day period from the County and such time lost shall not be charged to sick leave time.

If the Employer enhances the workman's comp benefits for other county employees, the Employer will give members of this bargaining unit the same benefits.

ARTICLE XV

LEAVE OF ABSENCE

Section 15.1 - Eligibility Requirements

Employees shall be first eligible for leaves of absence after they have completed six (6) months of employment with the Employer.

Notwithstanding any other provision herein to the contrary, the Employer has the exclusive right to determine whether and when any leaves of absence may be granted.

Section 15.2 - Application for Leave Without Pay

Any request for a leave of absence shall be submitted, in writing, by employees to their immediate supervisor.

The request shall state the reason the leave of absence is being requested and the approximate length of time off that the employee desires.

Employees may take an unpaid leave of absence from their employment if they secure written permission from the Employer.

Authorization for a leave of absence must be in writing and must contain the signature of the Employer's authorized representative.

In no case shall a leave be granted for employment elsewhere, except for work directly related to the operation of the Union.

Any request for a leave of absence shall be answered promptly:

- 1) A request for a short leave of absence (defined as a leave not exceeding a month) shall be answered within seven (7) days.
- 2) A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.

No unpaid leave shall exceed six (6) months.

An employee on unpaid leave shall not accumulate any seniority or sick leave or holidays.

Section 15.3 – Funeral Bereavement Leave

- A. An employee shall be allowed three (3) working days, with pay, as bereavement leave days, not to be deducted from sick leave or vacation leave, compensatory leave, or personal leave for a death in the immediate family. Immediate family is defined as a spouse or legal domestic partner, parent of an employee or spouse, sibling, child, grandparent, brother or sister of spouse, grandchild, aunt, uncle, niece, nephew, or someone with whom the employee has legal guardian relationship or a related member in an employee's household and all such relatives of one's spouse or legal domestic partner.
- B. An additional two (2) bereavement leave days with pay shall be granted in the event of the death of a spouse, legal domestic partner, parent, child, or sibling of the employee, or any of the relations listed in this section of the employee's spouse, or domestic partner.
- C. An additional two (2) bereavement leave days with pay shall be granted, depending on the distance to the event (shall be 200 miles or greater), caused by a death in the family of the immediate family of the employer, employee's spouse, or legal domestic partner.

Notwithstanding the above, no employee shall receive more than a total of five (5) days or no greater than 40 hours of bereavement leave by operation of paragraphs A, B, and C.

An employee selected to be a pallbearer for a deceased employee will be allowed one (1) bereavement leave day with pay not to be deducted from sick leave, vacation leave, compensatory time, or personal leave.

An employee is entitled to bereavement leave for a day on which the employee was otherwise in a non-work status. For purposes of this paragraph, examples of such status include vacation days, holiday, sick days, compensatory days, personal days, or any other paid or unpaid leave days. The previously submitted time will be credited back to the employee and replaced with bereavement leave as indicated in this section.

Employees have the right to use personal, vacation or compensatory leave for the bereavement of those other than those members of the immediate family.

Within a reasonable time after the return of the employee from any bereavement leave, the employee shall file a statement in writing to his/her supervisor which shall include the relation to the deceased, the location of the death/services, and the total

number of days used for bereavement leave.

Section 15.4 - Family and Medical Leave

The employer shall comply with the provisions of the Family and Medical Leave act. FMLA may commence after the employee has used all or a portion of accrued benefit time as determined by the employee. Any paid leave used by an employee shall not be deducted from the annual leave time provided by the act. The annual FMLA leave period shall be a rolling year period.

Section 15.5 - Failure to Return from Leave

Failure to return from a leave of absence, within five (5) days after the expiration date thereof, may be cause for discharge, unless it is reasonably impossible for the employee to so return and evidence of such impossibility is presented to the Employer within five (5) days after the expiration of the leave of absence or as soon as physically possible.

Section 15.6 - Personal Leave Days

An employee may take three (3) personal days leave each year, after one years' service, subject to the approval of the Chief Judge or the Judge's designee.

After one (1) year of service, each employee shall be eligible for three (3) days of personal leave, to be used for the employee's personal business, during that fiscal year.

Personal leave may be used for any purpose.

Except in cases of emergency, employees planning to use a personal leave day shall submit their request at least one (1) working day in advance of intended use.

When requested within the guidelines of advance notice, the requested personal business day shall be granted, unless an emergency of an extreme nature would cause the cancellation of such day off.

The employee shall suffer no loss of pay for such leave.

Personal leave shall not accrue from year to year, except that personal leave which is unused at the end of a fiscal year shall be added to sick leave, so long as such addition does not exceed the maximum accumulation authorized.

Section 15.7 - Jury Duty Leave

Any employee, called for jury duty or subpoenaed by a legislative, judicial, or administrative tribunal, shall be allowed time away from work with pay, except in matters of non-work related personal litigation.

Upon receiving the sum paid for jury service or witness fees, the employee shall submit the warrant, or its equivalent, to the Employer, unless an employee elects to fulfill such call or subpoena with accrued time off or personal leave, in which case the employee shall retain the full amount received for such service.

Employees, called for reasons contained herein, shall have such days considered as a day worked.

Section 15.8 - Military Leave

A. Reinstatement of Seniority Employees

The Employer will grant military leave in accordance with applicable state and federal law. Upon return to work, subject to the provisions of Article VII and Article IX, paragraph 3, the employee will be reinstated to their original or equivalent position with such seniority, status, pay, sick leave, vacation and future paid holidays that the employee would have at the end of the leave as though the employee had been at work during the time of the leave.

B. Probationary Employees

A probationary employee who enters the Armed Forces and meets the foregoing requirements, must complete his probationary period and upon completing it, will have seniority equal to the time he/she spent in the Armed Forces plus the probationary period.

C. National Guard and Reserve Training

Regular employees required to report for the purpose of annual training or in a reserve capacity to the National Guard shall provide to the Employer documentation of such orders or required presence for said purpose. The Employer agrees to reimburse so affected employees an amount equal to the difference between regular earnings of that employee and any amount received for up to ten (10) working days each year for such time spent in such service paid by the appropriate Federal Authority.

ARTICLE XVI

INSURANCE

Section 16.1 - Group Insurance

The employer will continue to provide a group health insurance program as provided by the County for all County employees under the Office of the Chief Judge, 12th Judicial Circuit, including bargaining unit members.

Section 16.2 - Individual Insurance

The employer shall continue to provide individual insurance options as provided by the County for all County employees under the Office of the Chief Judge, 12th Judicial Circuit, including bargaining unit members.

Section 16.3 - Mandated Insurance

In accordance with law, the following insurance coverage is also provided to Employees:

- 1) Paid by the Employer:
 - (a) Tort Immunity
 - (b) Unemployment Compensation
 - (c) Worker's Compensation
- 2) Paid jointly by the Employer and the Employee:
 - (a) Illinois Municipal Retirement Fund (IMRF) disability coverage.
 - (b) Social Security (FICA) disability coverage and retirement health and hospitalization coverage.

Section 16.4 - Payroll Deductions

The premium amount(s) for the Employee's share of insurance coverage(s) provided shall be made in equal deductions each payday.

Section 16.5 - Unpaid Leave Status Employees

Employees on any unpaid leave of absence approved by the Employer, may elect to continue their insurance coverage, including coverage of their legal dependents, by notifying the Employer and paying the total insurance premium due each month in the manner directed by the Employer.

The benefits and protections of such insurance shall be equal to those received by Employees who are in a paid status.

Section 16.6 - Retired Employees and Legal Dependents

The Employer shall allow all retiring Employees and their legal dependents to continue to participate in the Employer's Group Medical Insurance Program, except for Short-Term Disability Income coverage, until such time as the Retiree is eligible for Social Security MEDICARE benefits.

A Retiree is a former Employee who is collecting an annuity from the Illinois Municipal Retirement Fund (IMRF).

The benefits of the insurance coverage provided to Retirees and their legal dependents shall be the same as that provided to Employees and their legal dependents.

For Retirees, who retire from the service of Will County and who at the time of retirement have 8 years of continuous service with Will County, and are participants in the plan at the time of retirement, the cost-sharing of monthly premiums shall be as follows:

- 1) The Employer shall pay all related premiums for the Retiree's coverage.
- 2) The Retiree shall pay all related premiums for Dependent coverage, which shall be equal to the family premium, minus the single premium.
- 3) Premium amounts shall be calculated annually, pursuant to COBRA-based requirements.

If the Employer enhances the retirement benefits for other county employees in IMRF, the Employer will give members of this bargaining unit the same benefits.

Section 16.7 - Surviving Legal Dependent

The surviving legal dependents of individuals, who were active or retired

Employees at the time of their death, shall be allowed to remain within the Employer's Group Medical Insurance Program, at their own expense, and the related premiums shall be paid in the manner prescribed by the Employer.

In the case of surviving spouses, participation shall terminate:

- (a) In the event of remarriage; or,
- (b) At such time as eligibility for Social Security MEDICARE benefits occurs.

ARTICLE XVII

MILEAGE AND PARKING

Section 17.1 - Mileage

The Employer agrees to reimburse bargaining unit employees at a rate determined by the County for authorized departmental business. Any changes in the County's mileage reimbursement rate, as reflected in the County's policy and procedure manual, shall be made applicable to the employees of this bargaining unit.

Section 17.2 - Parking

The Employer agrees to provide parking to Bargaining Unit members.

ARTICLE XVIII

PENSIONS

Section 18.1 - Pension Coverage

During the term of this Agreement, covered employees shall continue to participate in the Illinois Municipal Retirement Fund (IMRF) in accordance with, and subject to, the provisions of the statutes of the State of Illinois, as applicable or as may hereafter be amended.

ARTICLE XIX

DISCIPLINE

Section 19.1 - Termination and Disciplinary Action

The Employer shall not discipline any employee except for just cause. The Employer agrees to apply the principles of progressive discipline. Notwithstanding the above, discipline for cause does allow for discipline beyond oral warning, up to and including discharge, depending upon the facts, circumstances, and nature of an offense, whether or not the employee has been previously disciplined.

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

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

Section 19.2 - Principles of Progression

Disciplinary action or measure may include the following:

- (a) Oral warning - documented
- (b) Written Reprimand
- (c) Suspension
- (d) Discharge

Section 19.3 - Time in File

For the purpose of progressive discipline and as a basis for evidentiary purposes through the hearing process and the development of just cause, matters of record pertaining to an oral reprimand shall be without merit eight (8) months beyond the date of occurrence, as long as there is no recurrence of a like offense. Records of a written

warning shall be limited to a sixteen (16) month period subject to the aforementioned standard.

ARTICLE XX

GRIEVANCE PROCEDURE

Section 20.1 - Purpose

The purpose of this grievance procedure is to establish an effective process for the fair, expeditious and orderly adjustment of grievances. Grievances within the meaning of this procedure shall consist of all disputes about interpretations of particular clauses of this Agreement as applied, and about alleged violations of this Agreement, including discipline.

Section 20.2 - Informal Resolution

The informal resolution of differences or grievances is urged and encouraged at the lowest possible level of supervision. Any employee having a grievance shall first raise the matter with his/her immediate supervisor.

Section 20.3 - Steps of the Grievance Procedure

Step 1. If a grievance is not settled at the time it is raised with the immediate supervisor, in order to proceed further, the grievant must reduce the claim to writing and submit the grievance to the Assistant Probation Director in conformity with the requirements of the following:

- 1) The grievance shall be presented on the form provided by the Union, and must be signed by both the grievant and the Union steward.
- 2) The grievance form must contain a statement of the grievance and the facts upon which it is based, citing alleged violations of the Agreement and the remedy or correction requested.
- 3) The grievance must be submitted to the Assistant Probation Director within fifteen (15) working days of when the employee became aware, or should have become aware, of the occurrence. The Assistant Probation Director shall give his/her decision in writing to the Union and the employee within ten (10) working days after the grievance has been presented.

Step 2. If the grievance is not settled in Step 1, the Union may appeal to Step 2 by presenting the written grievance to the Probation Director within five (5) working days after the Union's receipt of the first step answer. The Probation Director shall give a written decision to the appropriate Union Steward or Alternate Steward, if available, otherwise to the employee, within ten (10) working days after the grievance has been presented.

Step 3. If the answer is unsatisfactory to the Union, the Union shall have the right to appeal to the Chief Judge. Such appeal must be made within five (5) working days from the date of the Probation Director's written response. The Chief Judge and/or his/her designated representative within ten (10) working days from the written decision may hold a meeting to discuss the grievance. In the event a meeting is to be held, the Union representative may meet for thirty (30) minutes prior to this meeting with the grieving employee. The Chief Steward shall be allowed reasonable work time to investigate the nature of the grievance he/she is to discuss with the Chief Judge and/or his/her representative.

If a meeting is held, the Chief Judge and/or a designated representative shall have ten (10) working days in which to file and answer, in writing, to the appropriate Union representative. In lieu of filing an answer, the Chief Judge may submit the grievance to a mutually agreeable arbitrator. If the parties are unable to agree as to an arbitrator, a request shall be made of the Federal Mediation and Conciliation Service to provide a panel from which an arbitrator shall be selected.

Step 4. Within thirty (30) days of receipt of the Judge's decision, by means of written notification to the Judge, the Union may appeal the grievance to arbitration. The grievance may be submitted to either a mutually agreeable arbitrator or to an arbitrator agreed upon through the alternate strike method from a list provided for that grievance by the Federal Mediation and Conciliation Service. Costs of the arbitrator shall be shared equally by the Employer and the Union. The arbitrator's decision shall not contradict, modify, vary, increase, or decrease, the terms of this Agreement.

Section 20.4 - Time Limitations for Grievance Procedure

If the grievance is not timely filed or if no appeal is taken within the time limit, the employee and/or the Union shall be deemed to have accepted the action or decision. Conversely, if an answer in writing is not made within the prescribed time limit, or

extended by mutual agreement, it may be advanced to the next step by the Union by written appeal within the proper time limit after the answer is due. Time limits may be extended by written agreement.

Section 20.5 - Grievance Form

The Employer and the Union shall agree on a grievance form. Once such agreement is reached, the form shall be prepared and provided by the Union to employees as requested. This form shall be used in filing a grievance.

ARTICLE XXI

NO STRIKE - NO LOCKOUT

Section 21.1 - Strike Prohibited

No employee shall engage in any strike, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer during the term of this Agreement. Nothing in this Article shall require an employee to cross the picket line of any group of employees other than this bargaining unit, except where the employee is called upon to offer testimony in a criminal proceeding.

Section 21.2 - Prohibition of Union Participation

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

Section 21.3 - Union Liability Duty

In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, sympathy strike, or other interference with the operations of the

Employer occur, the Union, within twenty-four (24) hours of a request by the Employer shall:

- (a) Advise the Employer in writing that such action by the employees has not been called or sanctioned by the Union.
- (b) Notify employees of its disapproval of such action and instruct such employees to cease such action and 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.

Section 21.4 - Discharge for Violation

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

Section 21.5 - No Lockout

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

Section 21.6 - Employer's Judicial Remedies

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

ARTICLE XXII

Replacement Allowance

An employee's eyeglasses, watch, clothing, or any other personal property carried by an on-duty employee, which is required for the performance for the employee's duties, and is damaged by a third party non-employee shall be repaired or replaced by the Employer at a reasonable value, not to exceed a total of \$300.00 per year. In the event the employee receives restitution or other reimbursement, the amount expended by the Employer shall be reimbursed by the employee to the extent of the restitution or reimbursement received. The reimbursement process shall not begin until the Employer has been provided with a detailed Incident Report describing how the property was damaged, and been furnished with documentation that the repair

or replacement has been paid in full.

ARTICLE XXIII

Policy Modification

As it is necessary for policy and procedure to change periodically, collective bargaining unit members will be advised in writing whenever changes in policy or procedure are modified prior to the implementation of said changes.

Article XXIV

Secondary Employment

Secondary Employment will no longer require pre-approval. However, employees remain subject to the Department's Code of Professional Conduct.

ARTICLE XXV

ENTIRE AGREEMENT - SAVINGS CLAUSE

Section 25.1 - Entire Agreement

This Agreement, upon ratification, supersedes all prior practices and Agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire Agreement between the parties, and concludes collective bargaining for its term, except as otherwise allowed by statute. Impact bargaining shall be performed on behalf of the Union by the business agent, accompanied by a member of the bargaining unit.

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 XXVI

DURATION OF AGREEMENT

Section 26.1 - Duration

This agreement shall be in full force and effect from December 1, 2016 through November 30, 2021 and thereafter from year to year unless written notice of a demand to bargain is served upon either party at least sixty (60) days prior to the above date but less than one hundred and twenty (120) days prior to the above date.

After such written notice is given, negotiations shall proceed and this agreement shall remain in full force and effect (notwithstanding the agreement's expiration date) until a new agreement is reached. If a new agreement is not reached during negotiations, inclusive of any mediation to which the parties elect to proceed, each party may resort to their statutory right to resolve the impasse.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

FOR THE EMPLOYER:



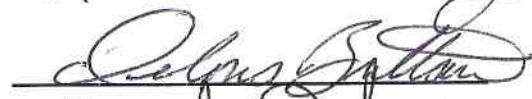
Chief Judge

11/30/17
Date

FOR THE UNION:



 FOPCC









11/28/17
Date



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