

# **ILLINOIS FOP LABOR COUNCIL**

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**and**

## **CHIEF JUDGE OF THE ELEVENTH JUDICIAL CIRCUIT (FORD COUNTY)**

**Probation Officer**

**December 1, 2020 – November 30, 2023**

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**Illinois Fraternal Order of Police Labor Council**

**and**

**Mark A. Fellheimer, as Chief Judge,  
Eleventh Judicial Circuit (IL)**

**Labor Agreement between Ford County Probation Officers  
and the Chief Judge, Eleventh Judicial Circuit**

**December 1, 2020 – November 30, 2023**

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## **PREAMBLE**

This Agreement is entered into by the, Chief Judge of the Eleventh Judicial Circuit (Ford County), hereinafter referred to as the "Employer", and the Illinois F.O.P. Labor Council, hereinafter referred to as the "Labor Council" representing the Ford County Probation Officers.

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Labor Council representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Labor Council to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' wages, hours and working conditions.

In consideration of mutual promises, covenants and Agreement contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

## **ARTICLE 1 - RECOGNITION**

### **Section 1.1 Unit Description**

Pursuant to the certification by the Illinois State Labor Relations Board Case Number S-RC-11-084, the Employer hereby recognizes the Fraternal Order of Police Labor Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to rates of pay, wages, hours of employment and other conditions of employment. The bargaining unit shall consist of:

**Included:** All persons employed full time by the Chief Judge of the Eleventh Judicial Circuit in the Ford County Probation Department in the following title: Probation Officer.

**Excluded:** All other employees of the Ford County Probation Department and the Chief Judge of the Eleventh Judicial Circuit.

## **ARTICLE 2 - NEW CLASSIFICATIONS AND VACANCIES**

### **Section 2.1 New Classifications**

Where the Employer finds it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employer and Labor Council agree to jointly petition the State Labor Board to seek the necessary unit clarification. If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Labor Council may appeal the proposed pay grade to the second (2nd) step of the grievance procedure.

Upon installation of the new position classification, the filling of such position classification shall be in accordance with the posting and bidding procedures of this Agreement.

**Section 2.2 Vacancies**

Vacancies for new positions or promotions shall be filled by selecting the most qualified person, that otherwise meet the qualifications set forth by the AOIC.

**ARTICLE 3 - NON-DISCRIMINATION**

**Section 3.1 Equal Employment Opportunity**

The Employer will continue to provide equal employment opportunity for all officers, and develop and apply equal employment practices.

**Section 3.2 Prohibition Against Discrimination**

Both the Employer and the Labor Council agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental or physical handicap or sexual orientation.

**Section 3.3 Labor Council Membership or Activity**

Neither the Employer nor the Labor Council shall interfere with the right of employees covered by this Agreement to become or not become members of the Labor Council, and there shall be no discrimination against any such employees because of lawful Labor Council membership or non-membership activity or status.

**Section 3.4 No Dual Remedies**

Alleged violations of this Article which may be the subject of a charge before a state or federal administrative agency shall not be subject to arbitration under this Agreement. This provision shall not waive the right of the discharged employee to seek reinstatement through the grievance and arbitration process based on a showing that the termination was discriminatory.

**ARTICLE 4 - MANAGEMENT RIGHTS**

The Employer possesses the sole right to operate the Probation Department of Ford County, Illinois, and all management rights repose in it. Nothing herein shall affect the internal control authority of the Chief Judge or his designee, except as specifically contained, amended, changed or modified by this Agreement, these rights include the following:

- A. To direct all operations of the Probation Department in the County;
- B. To establish reasonable work rules;
- C. To hire employees from the Administrative Office of the Illinois Courts eligibility list, transfer within the Ford County Probation Office, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the County;
- D. To suspend, discharge and take other disciplinary action for just cause;
- E. To lay off employees;



- F. To maintain efficiency of Probation Department operations;
- G. To introduce new or improved methods or facilities;
- H. To change existing methods or facilities;
- I. To determine the kinds and amounts of services to be performed as pertains to the Probation Department operations; and duty assignments;
- J. To determine the methods, means and personnel by which Probation Department operations are to be conducted:
  - 1. To set assignment of cars and equipment to personnel and to change these as needed to meet Probation Department needs and priorities;
  - 2. To determine proper attire for all personnel;
  - 3. To require prior notification of any outside part-time employment and to set reasonable restrictions thereon and annually to renew the notification or provide additional notification upon a change of any outside part-time employment.
  - 4. To establish required training sessions and qualifications for specific duty assignments and to change or amend these requirements as needed to meet departmental needs or requirements;
  - 5. To determine the proper utilization of department vehicles and equipment within the Probation Department, the proper cleaning, care and maintenance of those vehicles and equipment, the number of personnel assigned to each vehicle and the location of vehicles when not in service;
  - 6. To retain the right to issue and/or assign any or all department equipment and vehicles to employees as necessary and directed by the Chief Judge or his designee.
- K. To take whatever action is necessary to carry out the functions of the Probation Department in situations of emergency.
- L. It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency, provided the subcontracting does not cause layoffs and does not reduce employees' regularly scheduled hours of work.

## **ARTICLE 5 - F.O.P. REPRESENTATIVES**

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

### **Section 5.1 Grievance Processing**

One bargaining unit member designated by the union as its representative shall be provided time without loss of pay for the purpose of preparing for a grievance hearing on behalf of an officer.

### **Section 5.2 F.O.P. Delegates**

Any employee(s) chosen as delegate(s) to a F.O.P. State or National Conference will, upon written application approved by the Labor Council and submitted to the Employer with at least fourteen (14) days notice, be given a leave of absence without pay for the period of time required to attend such convention or conference. This period of time shall not exceed one (1) week. The employee may utilize existing vacation or compensatory time in lieu of such unpaid leave, subject to scheduling requirements of the Probation Department. Such requests shall not be unreasonably denied.

### **Section 5.3 Labor Council Negotiating Team**

No more than two (2) members designated as being on the Labor Council negotiating team who are scheduled to work on a day on which negotiations will occur shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay subject to operating needs of the Department. If a designated Labor Council negotiating team member is in regular day-off status on the day of negotiations, they will not be compensated for attending the session.

## **ARTICLE 6 - DUES DEDUCTION AND FAIR SHARE**

### **Section 6.1 Dues Deduction**

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Labor Council dues and initiation fee, if any, set forth in such form and any authorized increases therein, and shall remit such deductions, along with a record of those for whom deductions have been made and the names of any members for whom deductions were not made, monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Labor Council in accordance with the laws of the State of Illinois. The Labor Council shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date. The Labor Council shall advise each officer of the existence and holding in *Beck v. Communications Workers of America* and advise whether the officers' dues are utilized for political and/or lobbying activities.

### **Section 6.2 Dues**

With respect to any officer on whose behalf the Employer receives written authorization in a form agreed upon by the Labor Council and the Employer, the Employer shall deduct from the wages of the officer the dues and/or financial obligation uniformly required and shall forward the full amount to the Labor Council by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Labor Council. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Labor Council as provided by applicable Illinois law.

### **Section 6.3 Union Indemnification**

The Labor Council hereby indemnifies and agrees to defend and hold the Employer and Ford County 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 and Ford County at the request or instruction of the Labor Council for the purpose of complying with the provisions of this Article. The Employer, per 5 ICLS 315/6 (c) will furnish to the Union a complete list of names and addresses of the employees covered in the bargaining unit upon request.

## **ARTICLE 7 - INDEMNIFICATION**

The Employer agrees to indemnify the members of the bargaining unit in accordance with the laws of the State of Illinois.

## **ARTICLE 8 - NO STRIKE**

### **Section 8.1 No Strike Commitment**

Neither the Labor Council nor any officer will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Labor Council nor any officer shall refuse to cross any picket line, by whomever established.

### **Section 8.2 Resumption of Operations**

In the event of action prohibited by Section 1 above, the Labor Council immediately shall disavow such action and request the officers to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Labor Council, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

### **Section 8.3 Discipline of Strikers**

Any officer who violates the provisions of Section 1 of this Article shall be subject to immediate discipline, including discharge. Any action taken by the Employer against any officer who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

### **Section 8.4 No Lockout**

The Employer will engage in no lockout of employees during the term of this Agreement.

## **ARTICLE 9 - PERSONNEL FILES**

### **Section 9.1 Personnel Files**

The Employer shall keep a central personnel file for each employee within the bargaining unit. Employer is free to keep working files and internal investigation files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee.

Records of disciplinary action taken against an employee shall be removed upon employee request from all personnel files twenty-four (24) months after the date of the initial disciplinary action. The foregoing is contingent upon an employee not having any further sustained discipline of the same or similar nature within the time period proscribed herein. Records of disciplinary action resulting in discharge shall be retained for a period of seven (7) years in the personnel file.

### **Section 9.2 Inspection**

Upon request of an employee, the Employer shall reasonably permit an employee to inspect his personnel file subject to the following:

- A. Such inspection shall occur within a reasonable time following receipt of the request, and the Employer shall be entitled to have an observer present to observe the inspection;
- B. Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request;
- C. 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 reasonable payment for the cost of copying;
- D. Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his file with respect to such grievance, that employee may have a representative of the Labor Council present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in this Article;
- E. Pre-employment information, such as reference reports, credit checks, testing and examination materials or information provided the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying.

#### **Section 9.3 Notification and Reply**

Employees shall be given immediate notice by the Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file. A copy of the written warning or disciplinary documentation shall be delivered to the employee, at which time the employee may prepare a written reply to the written warning or disciplinary documentation. The written reply shall be permanently attached to the written warning or other disciplinary documentation prior to placement in the personnel file. Upon receipt of such copy, the employee shall acknowledge such receipt by initialing and dating the original copy.

#### **Section 9.4 Employee Additions to Personnel File**

An employee may submit without the necessity of supervisory approval, documents related to their current employment to become a permanent part of the personnel file. Such documents shall include, but not be limited to, certificates of special training, letters of commendation, documentation of accomplishment, or other unsolicited material that would be favorable to the officers' interests.

### **ARTICLE 10 - DISCIPLINE AND DISCHARGE**

#### **Section 10.1 Counseling**

An employee may be "counseled" either verbally or in writing. Counseling is a means to advise an employee of a desired change toward improving employee performance and does not trigger an employee's right to demand union representation. Counseling is non-grievable and shall not be considered as a disciplinary action or measure. It is neither the first step in the process of progressive discipline nor is it a prerequisite for discipline as defined in Section 10.2.

**Section 10.2 Progressive Discipline**

The parties recognize the principles of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension without pay
- A. Discharge

All disciplinary action listed above will be documented, in writing, in the employee's personnel file and a copy provided to the employee.

**Section 10.3 Just Cause**

Disciplinary action may be imposed upon an employee only for just cause. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

**Section 10.4 Discipline Processed As Grievance**

For discipline other than oral reprimands and including written reprimands, imposed upon an employee, shall be processed as a grievance through the regular grievance procedure.

**Section 10.5 Limitation**

The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline that is commensurate with the severity of the offense. The Employer shall notify both the employee and Labor Council of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

**Section 10.6 Investigatory Interviews**

When the Employer desires to conduct an investigatory interview of an employee in which the results of the interview may lead to discipline in excess of one (1) day of suspension or discharge from employment, the Employer shall follow the following procedures:

- A. No employee shall be subjected to interrogation without first being informed in writing of the nature of the investigation. The information shall be sufficient as to reasonably apprise the employee of the nature of the investigation.
- B. Interrogation sessions shall be of a reasonable duration and shall permit the employee interrogated reasonable periods for rest and personal necessities.
- C. The employee being interrogated shall not be subject to professional or personal abuse, including offensive language.
- D. Notes of any interrogation shall be taken, and copies made available to the employee under investigation without charge and without undue delay.

- E. The employee may have counsel and/or an FOP representative present at their own expense. When such request for counsel or a representative is made, no interrogation shall proceed until reasonable time and opportunity are provided the employee to obtain counsel. The Union representative shall be allowed to be present during the interrogation unless this requirement is waived by the employee being interrogated.

#### **Section 10.7 Written Notice**

The Employee shall be notified in writing of disciplinary action imposed, be advised of the specific nature of the offense and be given direction as to future behavior.

#### **Section 10.8 Employee Conduct**

The employee agrees to abide by the Ford County Personnel Policy regarding employee conduct.

The following is a listing of rules of conduct which may result in disciplinary action, up to and including termination:

- a. Criminal activity of any kind;
- b. Excessive absenteeism, tardiness or absence without notice;
- c. False or misleading information on employment application form;
- d. Falsification of time records;
- e. Fighting or threatening violence in the workplace;
- f. Insubordination or other disrespectful conduct;
- g. Negligence or improper conduct leading to damage of County-owned or client-owned property;
- h. Non-compliance with County policy on key usage
- i. Possession, distribution, sale, transfer or use of alcohol or illegal drugs in the workplace, while on duty, or while operating County-owned vehicles or equipment;
- j. Sexual or other unlawful or unwanted harassment;
- k. Sexual contact of any nature with Court Services clientele (even if consensual);
- l. Sleeping while on the job;
- m. Smoking in prohibited areas;
- n. Theft or inappropriate removal or possession of County property;
- o. Unauthorized absence from workplace or office during the workday;
- p. Unauthorized disclosure of confidential information;
- q. Unauthorized use of telephone, email system, or other County-owned equipment;
- r. Unsatisfactory job performance or personal conduct;
- s. Violation of any state or federal statute;
- t. Violation of other department or Court policies or other provisions of this contract;
- u. Violation of safety or health rules;
- v. Working under the influence of alcohol or illegal drugs as defined by Article 25 of this Contract

This list may be amended upon agreement of the bargaining unit and employer.

#### **Section 10.9 Social Media Policy**

- A. "Social media" includes, but is not limited to, online forums and social networking sites, such as, but not limited to, Twitter, Instagram, Facebook, LinkedIn, YouTube, and blogs. The use of social media by employees can become problematic and unacceptable in certain circumstances, examples of which are if it interferes with an employee's work, if it is used to harass coworkers, if it creates a hostile work environment, if it harms the public or reputation of the Employer, or if it in any way adversely affects the Employer.

Employees are expected to use their professional judgment and take the most prudent action possible with regard to social media posts. If an employee is uncertain about the appropriateness of a social media posting, the employee must confer on that matter with the employee's supervisor or with County Human Resources. While other posting to social media may be violations, specific requirements are:

1. No employee other than a designated spokesperson may speak on behalf of the Employer.
  2. If an employee identifies himself or herself as an employee or discusses matters related to the Employer on social media, the employee must make clear that he or she is an employee of the Employer and that the views posted are those of the person (the employee) alone and that they do not represent the views of the Employer or any agency or department of the Employer. The employee must keep in mind that if information is posted in violation of Employer or County policy or any law, the disclaimer will not shield the employee from disciplinary action.
  3. Unless given written consent by the Employer and the County, an employee shall not use the Employer's or County's logo or trademarks on any social media post.
  4. All postings on social media must comply with the Employer's or County's confidentiality ethics, harassment and personnel policies. If an employee is unsure about the confidential nature of information the employee is considering for posting, the employee must first consult with their supervisor.
  5. Employees shall not link any post to the Employer's or County's website, nor shall an Employee post County material, on a social media site without written permission from County Human Resources.
  6. All employee postings to social media sites must comply with copyright and trademark laws, and must cite or reference sources accurately.
  7. Violation of this policy may lead to discipline up to and including the immediate termination of employment.
- A. The employee shall provide access to their social media account to their supervisor as related to a written complaint or a criminal investigation on the date and time specified. The date/time of review will be a minimum of forty-eight (48) hours from the time the notice was served on the employee. The provisions of Section 10.6 of this contract shall not apply to this section.
- B. If the employee is subject to a criminal investigation, or has been charged with a criminal or Class A misdemeanor traffic offense, the provisions of Section 10.6(a) shall not apply.

## **ARTICLE 11 - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

### **Section 11.1 Definition of a Grievance**

A grievance is defined as any unresolved difference between the Employer and the Labor Council or any employee regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

### **Section 11.2 Dispute Resolution**

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and his immediate supervisor. The employee shall make his complaint to his immediate supervisor in writing within seven (7) working days from the date on which the employee knew or should have known of the event giving rise to the complaint. The supervisor will notify the employee of the decision within seven (7) working days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. Grievances shall be submitted on a form similar to the one provided in Appendix C.

### **Section 11.3 Representation**

Grievances may be processed by the Labor Council on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 11.8.3 of this Article. 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 Labor Council representation at each and every step of the grievance procedure upon his request. Grievances may be filed in writing on behalf of two (2) or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

### **Section 11.4 Subject Matter**

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, and the relief sought. If the actions or events described in the grievance re-occur prior to the grievance being addressed and/or settled, supplemental information shall be provided by the employee to the employer during the grievance processing to address the subsequent occurrences. Failure to provide such information shall not automatically bar the employee from seeking redress for the subsequent events.

### **Section 11.5 Time Limitations**

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances. The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 3. Time limits may be extended by mutual agreement.

### **Section 11.6 Grievance Processing**

No employee or Labor Council representative shall leave his work assignment to investigate, file or process grievances without first making mutual arrangements with his supervisor, and such mutual arrangements shall not be denied unreasonably. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaint later.



### **Section 11.7 Grievance Meetings**

A maximum of two (2) employees (the grievant and/or Labor Council Rep) per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee shall first perform his assigned work task and file his grievance later.

### **Section 11.8 Steps in Procedure**

Disputes arising under this Agreement shall be resolved as follows:

**Step 1.** If no agreement is reached between the employee and the supervisor, as provided for in Section 2, Dispute Resolution, the Labor Council shall prepare a written grievance on a form mutually agreed to, and present it to the Director not later than ten (10) working days after the employee was notified of the decision by the supervisor. Within five (5) working days after the grievance has been submitted, the Director shall meet with the grievant and a Labor Council representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Director shall respond in writing to the grievant and a Labor Council representative within five (5) working days following the meeting.

**Step 2.** If the grievance is not settled at Step 1 the grievance may be referred in writing, within five (5) working days after the decision of the Step 1 is due, to the Chief Judge or his designee. Within twenty (20) working days after the grievance has been filed at Step 2, the Chief Judge or his designee shall meet with the Labor Council and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Chief Judge or his designee shall respond in writing to the grievant and the Labor Council within five (5) working days following the meeting.

**Step 3.** If the dispute is not settled at Step 2, the matter may be submitted to arbitration within ten (10) working days after the Step 2 written decision or the expiration of the five (5) day period if the Chief Judge or his designee fails to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration a representative of the Employer and the Labor Council shall meet to select an arbitrator from a list of mutually agreed-to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after such meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Labor Council. A coin flip shall be used to determine which party shall strike first. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Labor Council. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Labor Council representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the city of Paxton, Illinois unless otherwise agreed to.

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

The Employer or Labor Council shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witness.

Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitration, including the cost of the hearing room, the arbitrator's fees, and transcription costs shall be shared equally by the Employer and Labor Council. The decision and award of the arbitrator shall be made within forty five (45) days following the hearing and shall be final and binding on the Employer, the Labor Council and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

#### **Section 11.9 Discovery**

The parties agree to provide complete discovery of all materials to be used in discipline cases at least fifteen (15) days prior to any arbitration hearing.

### **ARTICLE 12 - SENIORITY**

#### **Section 12.1 Definition of Seniority**

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire.

#### **Section 12.2 Probation Period**

An employee is a "probationary employee" for his first six (6) months of employment. No matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance and arbitration procedures. A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he has completed his probationary period. A probationary period may be extended, upon written notice to the employee, for an additional 120 days for further evaluation of the employee. Said notice shall be given to the employee fifteen (15) days prior to the expiration of the initial probationary period. Upon the completion of his probationary period, he will acquire seniority from his date of hire.

#### **Section 12.3 Seniority List**

The Employer and Labor Council have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time of the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. The initial agreed list is attached hereto as Exhibit A and made a part hereof.

#### **Section 12.4 Termination of Seniority**

An employee shall be terminated by the Employer and his seniority broken when he:

- A. Resigns; or

- B. Is discharged for just cause; or
- C. Is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months; or
- D. Accepts gainful employment while on an approved leave of absence from the Probation Department; or
- E. Is absent for three consecutive scheduled work days without proper excuse, notification or authorization.

**Section 12.5 Seniority While On Leave or Suspension**

Employees will not continue to accrue seniority on authorized unpaid leave of absence or a disciplinary suspension of thirty (30) days or more.

**Section 12.6 Seniority Tie-Breaker**

In the event two employees are hired on the same date at the same time, the following procedure shall be used to determine who has seniority over the other:

- A. First Criteria: If a new employee has prior probation experience, this will provide seniority over the other. If both employees have prior probation experience, the number of months in that position shall determine seniority.
- B. Second Criteria: If neither new employee has prior probation experience, a coin toss shall determine seniority.

**ARTICLE 13 - LAYOFF**

**Section 13.1 Layoff**

In the event the Employer determines a layoff is necessary due to finances or lack of work, employees shall be laid off in the inverse order of their seniority unless compliance with state or federal law requires otherwise. The Employer agrees to inform the Labor Council in writing not less than thirty (30) days prior to such layoffs and to provide the Labor Council with the names of all employees to be laid off in such notice.

**Section 13.2 Layoff Order**

Probationary employees, temporary and part-time employees shall be laid off first, and then full-time employees shall be laid off in inverse order of their seniority. Individual employees shall receive notice in writing of the layoff not less than thirty (30) days prior to the effective date of such layoff.

**Section 13.3 Recall**

- A. Employees shall be recalled from layoff within each particular job classification according to their seniority. No new employees at all shall be hired until all employees desiring to return to work shall have been given the opportunity to return to work. Recall rights under this provision shall terminate twenty-four (24) months after layoff.

- B. In the event of recall, eligible employees shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Director of their current address. Upon receipt of the notice of recall, employees shall have three (3) working days to notify the Director of their acceptance of the recall. The employee shall have five (5) working days thereafter to report to duty, unless by mutual agreement of both parties. Failure to accept the recall position shall result in the employee being removed from the recall list.

## **ARTICLE 14 - HOLIDAYS**

### **Section 14.1 Designated Holidays**

Holidays shall be as established by the Chief Judge of the Eleventh Judicial Circuit, and shall include any other scheduled work day where the Ford County Board declares a holiday for other county non-union employees employed at the Courthouse.

### **Section 14.2 Holiday Compensation**

Employees covered by this Agreement shall be paid a regular day's pay (7.5 hours) for every Court or County observed holiday, except when an employee is called in from a regular day off on the holiday, then he shall be paid at his overtime rate (1 ½ base rate) for all hours worked.

## **ARTICLE 15 - PERSONAL DAY**

### **Section 15.1 Personal Day**

Officers will receive one personal day per year. This day may be requested after having completed thirty (30) calendar days of employment and shall not be unreasonably denied. Personal days may not be held over and will be lost if not used by the end of the county fiscal year.

## **ARTICLE 16 - SICK LEAVE**

### **Section 16.1 Sick Leave**

Sick Leave is earned at a rate of 12 working days per year (90 hours), and may be accumulated to a maximum of 120 days (240 days for retirement purposes). Sick leave may be used for personal and family illness. Legitimate use of sick leave includes, but is not limited to, routine medical and dental visits. Sick leave accumulation that has not been used will not be paid upon termination, but can be calculated toward retirement benefits. When an officer has used up all sick leave, an application for Leave of Absence Without Pay may be requested. Such request shall be in writing, accompanied by a statement from a physician certifying the nature, extent and probable period of illness or disability. Leaves of absence without pay may not exceed six (6) months and shall not be unreasonably denied.

## **ARTICLE 17 - VACATION**

### **Section 17.1 Vacation**

Regular full-time employees shall be entitled to vacation leave with pay as follows:

- A. Ten (10) working days after anniversary date of one (1) year of employment.
- B. Fifteen (15) working days after the anniversary date of ten (10) years of employment.

An employee scheduled to be absent on vacation shall not be called into work.

No more than twenty (20) days (150 hours) annual vacation leave may be accrued without prior approval of the Director. Upon termination of employment, employees will be paid for unused vacation leave up to the maximum of twenty (20) days.

#### **Section 17.2 – Vacation Requests**

Any vacation request greater than one (1) hour must be made in writing to the Director at least two full business days prior to the vacation day(s) requested. The Director will give approval in writing or via email to the employee. No vacation in excess of one (1) hour may be taken without approval of the Director.

### **ARTICLE 18 - FAMILY MEDICAL LEAVE AND LEAVES OF ABSENCE**

#### **Section 18.1 Family and Medical Leave Act (FMLA) Absences**

In addition to the remaining provisions of this Agreement regarding paid and unpaid leave, the Co-employers agrees to provide family and medical leave to all bargaining unit employees consistent with the provisions of this Agreement.

- A. Unpaid Family and Medical Leave: Employees shall be entitled to unpaid or substituted paid family and medical leave consistent with FMLA and the provisions of this Agreement.
- B. Administration of Leave: The Co-employers shall make available and administer family and medical leave as follows:
  - 1. Definitions: For purposes of family and medical leave, the following terms shall mean:
    - a. Hours Worked: The term "hours worked" shall include all hours worked or paid as if worked for purposes of meeting the 1,250 hours threshold set forth in the FMLA;
    - b. Family Member: The term "Parents" shall include mother, father, step-mother and step-father.
  - 2. Substitution: The election to substitute some or all of an employee's accrued paid leave for the unpaid leave provided in the FMLA shall be made by the Co-employers thereafter as is practical.
  - 3. Length of Leave: The minimum amount of work time for family and medical leave taken for purposes of the birth, adoption and/or foster care of a child shall be four (4) hours. Family and medical leave taken for purposes of serious health conditions may be taken in blocks of time of not less than one-quarter (1/4) hour.

4. Determining Twelve Month Period: For purposes of determining the twelve months period during which an employee is entitled to up to twelve weeks of family and medical leave, the parties agree that such twelve month periods shall coincide with the employee's anniversary dates. The first twelve months period shall commence on the date of hire and end twelve months later. The second shall commence on the employee's anniversary date after one year of employment and end twelve months later, and so forth.
- C. Application of FMLA: In all other respects, the Co-employers shall comply with the provisions of the Family and Medical Leave Act of 1993 and the regulations issued in conjunction with the FMLA.

#### **Section 18.2 Jury Duty**

An employee required to serve on a grand jury or petit jury shall be granted leave for the period required to serve on such jury without loss of pay. Such employees shall sign a waiver of any per diem compensation otherwise due them for serving on such jury but shall be entitled to receive any mileage expense due them. Employees should schedule their juror service and juror dates as to try to minimize their absences from work.

#### **Section 18.3 Military Leave**

The parties agree to abide by State and Federal Law as it relates to Military Leave and Benefits; the parties may, through contract or policy provide additional benefits but shall not diminish any current statutory benefits.

#### **Section 18.4 Injury Leave**

An officer who sustains injuries or illness arising out of and in the course of his employment shall be covered by the provisions of the Illinois Worker's Compensation Act. No officer will lose any benefits while injured on duty, and will continue to accumulate all benefits provided by this Agreement for a period up to one year only. Officers on injury leave may be returned to light duty if able to perform the work and placed at the discretion of the Director.

#### **Section 18.5 Prohibition Against Misuse of Leaves**

During any leaves granted pursuant to the terms of this Agreement, regardless of being with or without pay, an employee may not be gainfully employed or independently self-employed without prior approval by the Employer. Violation of the provisions contained within this Agreement shall subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement.

#### **Section 18.6 Bereavement Leave**

Officers shall be granted a leave of absence with full pay and benefits in the event of the death of a member of their immediate family; such bereavement leave not to exceed a maximum of three (3) consecutive work days. Furthermore, in the event of the death of a person who is not a member of an officer's immediate family, but who had a close familial relationship with the officer, the Director may, at his sole discretion, authorize bereavement leave. For the purpose of this Section, immediate family shall include the following persons: spouse, children (including step), spouse of officer's children, parents of officer or spouse, brothers and sisters of officer or officer's spouse, grandparents of officer or officer's spouse, and grandchildren of officer.

## **ARTICLE 19 - HOURS OF WORK/OVERTIME**

### **Section 19.1 Regular Work Hours**

The regular hours of work each day shall be from 8:30 AM to 4:30 PM with a half hour unpaid lunch. The work day shall commence at 12:00 midnight and end at 12:00 midnight. Driving time between home and the employee's regularly assigned worksite shall not be included in the regular hours of work.

### **Section 19.2 Work Period**

The normal regular work week shall be Monday through Friday followed by Saturday and Sunday off. Employees may be required to work weekends and or holidays during on-call assignments or other specialized duties.

### **Section 19.3 Work Schedule**

- A. All officers shall provide a complete work schedule in writing or in an approved electronic format to the Director on a weekly basis, and update said schedule as needed. Said schedule shall include sufficient detail regarding time in and out of the office, appointments, court schedules, and information regarding any overtime required to complete the work assigned. The schedule shall also detail any scheduled vacation, sick leave, personal time, compensatory time or other leave time.
- B. A regular work week for the purpose of reporting a work schedule is defined as 37.5 hours per week and 75 hours per pay period.
- C. The work of the department may require an officer to work different hours than the standard office hours. If an officer's schedule requires more than 7.5 hours per day of work on an irregular basis, an officer's schedule may be adjusted to work less than 7.5 hours on a day during that work week in order to minimize overtime. If operational needs do not allow for a reduction in the hours worked during a work week, overtime provisions will apply.

### **Section 19.4 Meal Period**

All officers shall be granted an unpaid lunch period of thirty (30) minutes included in their work day. Whenever possible, the lunch period shall be scheduled near the middle of each day. When the performance of bargaining unit work so requires, an employee shall first perform the bargaining unit work and take the meal period later. If the employee's lunch is interrupted for an emergency the employee shall receive an extension to the lunch period equal to the time attributable to the interruption. Every effort shall be made to provide employees with a fifteen (15) minute break period during each day. If an officer is unable to take a break due to work load or court scheduling there shall be no additional compensation or time off for the missed break.

### **Section 19.5 Call Back /Court Time**

A call-back, which may include court time, is defined as an official assignment of work which does not continuously precede or immediately follow an officer's regularly scheduled working hours. Employees reporting back to work shall be compensated for the actual time worked or one (1) hour minimum whichever is greater. A call back may only be initiated by the Director, unless it is defined as an emergency, and prior authorization is not practical.

**Section 19.6 On-Call Phone Pay**

- A. Any employee assigned to carry an on-call phone and respond after hours shall receive an additional 3.0 hours of compensatory time per week of assigned on-call duty, plus any actual time worked over 3.0 hours during the on-call week when required to respond to an emergency situation or manage a juvenile client via the on-call phone.
- B. In addition, the officer shall receive one (1.0) hour minimum for every call-out during on call phone duty or actual time worked, whichever is longer. Call-out is defined as work requiring the officer to leave his or her residence and go to a separate location.
- C. Only the actual time worked in Section 19.6 (B) shall be counted toward the hours worked as defined in Section 19.7.

**Section 19.7 Overtime**

All work performed in excess of seventy-five (75) hours, but less than eighty (80) hours per pay period, shall be compensated at the regular hourly rate. An employee shall be paid one and one-half (1 ½) times the regular straight-time hourly rate-of-pay for all hours worked in excess of eighty hours (80) in a pay period. At the employee's request compensatory time may be elected in lieu of overtime, at the rate of one and one half (1½) hours for each hour worked over the eighty (80) hour per pay period threshold. For purposes of calculating overtime, only hours worked shall count toward the eighty (80) hour limit.

All overtime shall require prior approval of the Director, unless it is defined as an emergency by the Director and prior authorization is not practical.

**Section 19.8 Compensatory Time**

Employees who elect to earn compensatory time try to use the compensatory time within one (1) year of earning said time. All compensatory time leave must be scheduled with the Director in the same manner as vacation or personal leave. Employees covered by this Agreement may accrue and carry over year-to-year a maximum of twenty-four (24) hours of compensatory time. Employees shall be paid for any hours of compensatory time over twenty-four (24) hours twice annually - on the last pay period of May and on the last pay period of November.

**Section 19.9 Overtime Distribution**

Overtime shall be distributed as equally as possible among those employees qualified to perform the work.

**ARTICLE 20 - WAGES/COMPENSATION/EQUIPMENT**

**Section 20.1 Pay Grades, Wage Schedule and Merit**

The Employer agrees to the following starting Pay Grade and wage schedule effective December 1, 2020 (FY 2021):

Assigned Grade	Position Title	Starting Salary	Maximum
I	Probation Officer	33,948.03	50,922.04



- A. Starting Salary – the starting salary for this position shall increase by the following amounts:

**1% in FY 2021 (as reflected above)**  
**1% in FY 2022**  
**1% in FY 2023**

Maximum salary for a grade is set at 150% of the minimum or starting salary for the grade.

- B. Probationary Employees - employees hired shall need to complete a six (6) month probationary period, including a formal evaluation to be eligible for a Cost of Living Allowance. If a cost of living allowance occurs during the probationary period, the employee shall be eligible for said increase in the pay period following the completion of the six (6) month period.
- C. FY 2021 – 2023 Salary Increases - The Employer shall grant the following annual salary increases [Cost of Living Allowance (COLA)] effective on the date listed below:

<b>FY 2021 (December 1, 2020)</b>	<b>3%</b>
<b>FY 2022 (December 1, 2021)</b>	<b>3%</b>
<b>FY 2023 (December 1, 2022)</b>	<b>3%</b>

- D. Annual Merit Review – each employee shall be subject to an annual merit review process as defined by the Administrative Office of Illinois Courts or the Employer within the Department *Performance Based Compensation Plan*.
- E. Longevity Salary Increases and Annual Merit Review Score:

1. The Employer shall grant longevity salary increases as per the table in Section 20.1 (E)(2), to all employees who obtain a qualifying merit score during the previous four (4) annual merit review periods. A qualifying score for the purposes of this sub-section is 210 points or higher as provided in the Annual Merit Review.
2. Qualifying longevity salary increases shall be implemented on the pay period following the employment anniversary date of each employee as follows:

5 <sup>th</sup> year of employment	3%
8 <sup>th</sup> year of employment	3%
10 <sup>th</sup> year of employment	3%
13 <sup>th</sup> year of employment	3%
15 <sup>th</sup> year of employment	3%
20 <sup>th</sup> year of employment	4%
25 <sup>th</sup> year of employment	4%
30 <sup>th</sup> year of employment	4%

3. Failure to receive a qualifying annual merit review score in any of the four (4) years prior to the employment anniversary date will reduce the longevity salary increase to 2% for any employee in Section 20.1(E) of this contract.

4. All longevity salary increases are established with this Contract, and shall not be applied retroactively.

#### **Section 20.2 Establishing Hourly Rate**

The hourly rate is established by dividing the annual salary as found in Appendix B by one thousand nine hundred and fifty (1950) hours.

#### **Section 20.3 Equipment**

All officers shall be provided with any equipment so mandated by the employer at the employer's expense.

### **ARTICLE 21 - INSURANCE AND PENSION**

#### **Section 21.1 Insurance**

The Employer agrees to include the bargaining unit employees in the health insurance plan provided for County employees, and provide the same premium benefits offered to all regular (non-union), full-time employees.

#### **Section 21.2 Termination of Insurance Benefits**

For employees who leave the service of the Probation Office between the 1st and 15th of the month, the County will maintain full coverage through the 15th. For employees who leave between the 16th and the last calendar day of the month, the County will maintain full coverage through the end of the month for the employee.

Employees who are eligible may continue to receive health care insurance at their own cost as provided for by federal law, commonly referred to as COBRA.

#### **Section 21.3 Pensions**

The Employer shall continue to contribute on behalf of the employees to the Illinois Municipal Retirement Fund as required by State Statute.

### **ARTICLE 22 - LABOR / MANAGEMENT SAFETY COMMITTEE**

#### **Section 22.1 Labor Management Conferences**

The Labor Council and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Labor Council representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least ten (10) work days in advance by either party by placing in writing a request to the other for a labor-management conference and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

- A. Discussion of the implementation and general administration of this Agreement.
- B. A sharing of general information of interest to the parties.

- C. Notifying the Labor Council of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees, outside those determinations made under Article 4.
- D. Items concerning safety issues.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary. The Employer will take all reasonable steps to protect the health and safety of its employees during the performance of their duties.

Any report or recommendation which may be prepared by the Labor Council or the Employer as a direct result of a labor-management conference discussion will be in writing and copies shall be submitted to the Employer and the Labor Council.

#### **Section 22.2 Integrity of Grievance Procedure**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at labor-management conferences, and any such discussions of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the Employer and the Labor Council, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be conducted at such meetings.

#### **Section 22.3 Safety Issues**

The employer agrees to make reasonable efforts to provide rules, regulations, safeguards and training to provide for the upmost in safety as officers perform their regular duties.

#### **Section 22.4 Labor Council Rep Attendance**

When absence from work is required to attend labor-management conferences, employees 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 approve the absence except in emergency situations. Employees not schedule to work, but attending a labor-management conference, shall be without pay. Employees attending such conferences in pay status shall be limited to two (2).

### **ARTICLE 23 - GENERAL PROVISIONS**

#### **Section 23.1 Use of Masculine Pronoun**

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

#### **Section 23.2 Work Rules**

Present Policies and Procedures as may be amended that are neither in conflict with this Agreement nor impacts the terms and conditions of employment shall continue in full force and effect.

**Section 23.3 F.O.P. Access to Work Site**

No more than two (2) authorized representatives of the National or State Labor Council shall be permitted to visit the Department during working hours to talk with officers of the local Labor Council and/or representatives of the Employer concerning matters covered by this Agreement.

**Section 23.4 F.O.P. Access to Records**

The Labor Council or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's written consent.

**Section 23.5 Property Replacement or Repair**

- A. The Employer agrees to repair or replace as necessary an officer's eyeglasses, contact lenses, prescription sunglasses and/or watch at the reasonable and customary cost of replacement, if such are damaged or broken during the course of the employee's duties. The replacement of watches shall be limited to fifty (\$50.00) dollars per individual item.
- B. The incident shall be documented with the Director of Court Services.

**Section 23.6 Required Inoculations**

The Employer agrees to pay all expenses for inoculation or immunization shots for the employee when such becomes necessary as a result of said employee's exposure to contagious diseases where said officer has been exposed to said disease in the line of duty. Such inoculations and immunizations shall be made available through the County Health Department at no cost to any bargaining unit member.

**Section 23.7 Bulletin Boards**

The Employer shall provide the Labor Council with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Labor Council.

**Section 23.8 Political Activities**

Judicial branch employees serving the Circuit Courts shall not:

- A. Become a candidate for nomination, or election to, or accept appointment to any public office;
- B. Hold any office in, or solicit funds for any political organization; or
- C. Publicly endorse, publicly oppose, or solicit funds for candidates for public office.

Except as indicated below, any employee who engages in any of the above activity shall be deemed to have vacated his or her position and shall be discharged.

Employees subject to this policy may request a leave of absence to become a candidate for public office. Such requests shall be made to the Director and shall not be unreasonably denied. A request for such leave of absence may, however, be denied if the leave would substantially interfere with the operational needs of the Courts or the Administrative Office. Any leave granted under this paragraph shall be without

pay. The decision of the Director to grant or deny a request for leave of absence to become a candidate is reviewable by the Chief Judge.

#### **Section 23.9 Dress Code**

All employees are to be dressed in a professional and appropriate manner depending on level of contact with the public and job functions. The Director may require employees to change clothing, within reason, if a Supervising Judge or the Director determines the article of clothing or employee's appearance is inappropriate, displays language or a message generally considered rude or vulgar, or the employee's dress or appearance otherwise detracts from the business environment.

### **ARTICLE 24 - EDUCATION AND TRAVEL**

#### **Section 24.1 Schools, Seminars and Conferences, and Business Travel**

- A. Employees will be reimbursed for reasonable business travel expenses incurred while on assignments away from the normal work location including any fees related to training. All business travel and related expenses must be approved in advance by the Chief Managing Officer or Chief Judge.
- B. Employees whose travel plans have been approved are responsible for making their own travel arrangements.
- C. When approved, the actual reasonable costs of travel, lodging, meals and other reasonable expenses directly related to accomplishing business travel objectives will be reimbursed. Employees are expected to limit expenses to reasonable amounts, with a limit of \$38.00 per day for meal expenses. Expenses attributed to non-employees or any alcoholic beverages will not be reimbursed. Expenses shall only be reimbursed if the request includes an itemized receipt for said expenses.
- D. Employees who are involved in an accident while traveling on business must promptly report the incident to the Chief Managing Officer. The deductible for Collision and/or Comprehensive insurance will be paid by the driver or owner of the vehicle, if a personal vehicle is being used.
- E. Vehicles owned, leased or rented by the County may not be used for personal use.
- F. When travel is completed, employees should submit their expenses to the Chief Managing Officer. All claims must be accompanied by original itemized receipts for individual expenses, and must be submitted to the Chief Managing Officer before reimbursement. The Chief Managing Officer will then review, authorize and submit said expenses for payment.
- G. Abuse of business travel expenses policy, including falsifying expense reports to reflect costs not actually incurred by employee, will be grounds for disciplinary action, up to and including termination of employment. In some instances, legal action may be instituted.
- H. The employer shall make every effort to plan business related travel as far in advance as practical.

**Section 24.2 Use of Personal Vehicle for Official Business**

Employees required to use their personal vehicle for required attendance at any school, seminar, conference, or for official business shall be compensated per County Policy on travel with personal vehicles. Employees shall not be required to use their personal vehicles for routine day to day operations.

**ARTICLE 25 - EMPLOYEE TESTING**

**Section 25.1 Statement of Policy**

It is the policy of Ford County Probation Office that the public has the right to expect persons employed by the Ford County Probation Office to be free from the effects of drugs, alcohol and cannabis/marijuana. Ford County Probation Office has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the officers.

**Section 25.2 Prohibitions**

Employees covered by this Agreement shall be prohibited from:

- A. Consuming, possessing or being under the influence of alcohol or cannabis/marijuana, unless in accordance with duty requirements, at any time during the work day including meal periods and breaks, or anywhere while on duty at any County premises or job sites, including all County buildings, properties, vehicles and the officer's personal vehicle while engaged in County business;
- B. Illegally consuming, possessing, selling, purchasing or delivering any illegal drug, or being under the influence of any illegal drug;
- C. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs they are taking.

This section is not intended to limit the duty of Ford County Probation Office to enforce the laws of the State of Illinois and all regulations of the Ford County Probation Office, or to restrict the Employer's right to require prospective hires to submit to a drug screening procedure or psychological evaluation, or to prohibit vehicle use by an employee if the employer has reason to believe that the employee's faculties are diminished because of drug or alcohol use.

**Section 25.3 Drug and Alcohol Testing**

When the Employer has reasonable suspicion to believe that an employee is then under the influence of alcohol, cannabis/marijuana or illegal drugs during the course of the work day or while on duty, the Employer shall have the right to require the employee to submit to alcohol, cannabis/marijuana or drug testing as set-forth in this Agreement. The definitions of illegal drugs to be tested for are identified in 720 ILCS 550/3 and 570/100 et seq.

**Section 25.4 Order to Submit to Testing**

At the time an officer is ordered to submit to testing authorized by this Agreement, the Director, or his designee, shall provide the officer with a written notice of the order, setting forth the facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The officer shall be

permitted to consult with a representative of the FOP or a private attorney at the time the order is given, provided, however, that in no circumstances may implementation of the order be delayed longer than forty-five (45) minutes. No questioning of the officer shall be conducted without first affording the officer the right to FOP representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the employee taking the test shall not be construed as a waiver of any objection or rights that he may have.

#### **Section 25.5 Tests to be Conducted**

In conducting the testing, authorized by this Agreement, Ford County Probation Office shall:

- A. Use standard department equipment for an initial test. A positive shall be confirmed by a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- B. Insure that the laboratory or facility selected conforms to all NIDA standards;
- C. Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No officer covered by this Agreement shall be permitted at any time to become a part of this chain of custody;
- D. Require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results that show an alcohol concentration above .02 Blood Alcohol Concentration (BAC) per use of a portable breathalyzer test (PBt) is considered positive;
- E. If testing blood, collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test; and a sufficient amount to be set aside reserved for later testing if requested by the officer;
- F. Collect samples in such a manner as to ensure a high degree of security for the sample and its freedom from adulteration;
- G. Confirm any sample that test positive in the initial screening for drugs by testing the second portion of the same sample by testing the second portion of the same sample by gas chromatography/mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- H. Provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's expense, provided the officer makes such demand of the Director or his designee within seventy two (72) hours of receiving the results of the test; and provided the clinical laboratory or hospital facility selected by the employee must satisfy the criteria set-forth in subsections (a) and (b) immediately above.
- I. Require that the laboratory or hospital facility report to the Director that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive for a

particular drug. The parties agree that should any information concerning such testing, or the results thereof, be obtained by the Employer inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the Employer will not use such information in any manner or forum adverse to the officer's interests;

- J. Consider test results along with all other relevant evidence on the issue of whether or not an officer was under the influence of alcohol;
- K. Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results at no cost to the employee.
- L. Insure that no employee is the subject of any adverse employment action, except temporary reassignment or relief from duty with pay, during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

#### **Section 25.6 Right to Contest**

The Union and/or the employee shall have the right to file a grievance concerning the basis for the order to submit to the tests, the significance and accuracy of the test, the consequences of the testing results of any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or by any manner have restricted, diminished or otherwise impaired any constitutional rights that officers may have with regard to such testing. Employees retain any such constitutional rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Union. On the other hand, subject to an employee's constitutional or statutory protections, nothing in this Article shall diminish the employer's authority to discipline an employee in the event that the employee refuses to follow an order to undergo the procedures of this Article.

#### **Section 25.7 Voluntary Requests for Assistance**

The Employer shall take no adverse employment action against an employee who prior to any mandatory testing and for the first time voluntarily seeks treatment, counseling or other support for an alcohol or prescribed drug problem, other than the Employer may require reassignment of the employee with pay if he is unfit for duty in his current assignment. If a position is unavailable, the employee may be suspended without pay until fit to return to work. The Employer may make available through the County's Employee Assistance Program (if available) a means by which the employee may seek referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means shall not be used in any manner adverse to the officer's interest, except reassignment as described above.

#### **Section 25.8 Discipline**

In the first instance that an officer tests positive on both the initial and the confirmatory test for an illegal drug, the employee shall be discharged. In the first instance that an officer tests positive or is found to be under the influence of alcohol or cannabis/marijuana, the employee, based on just cause, may be disciplined up to and including discharge. All employees prior to being ordered to submit to testing for alcohol or drugs who voluntarily seek assistance with a cannabis/marijuana, prescribed drug and/or



alcohol related problem, shall not be subject to any disciplinary or other adverse employment action by Ford County/Ford County Director. The foregoing is conditioned upon:

- A. The Officer agreeing to appropriate treatment as determined by an Illinois Licensed Substance Abuse Evaluator.
- B. The Officer discontinues his use, possession, or sale of illegal drugs, use of cannabis/marijuana or abuse of alcohol;
- C. The Officer completes the course of treatment prescribed, including the "aftercare" group for a period of up to twelve months;
- D. The Officer agrees to submit to random testing during a one-year period following the initial test.
- E. The officer agreeing to sign all relevant Releases of Information so that the Employer may present their concerns to the Evaluator, and the Employer may receive the evaluation, treatment verification, aftercare plan, and discharge summary.

Employees who do not agree to or act in accordance with the foregoing or who test positive for drugs, or test positive for cannabis/marijuana or alcohol a second or subsequent time during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of Ford County Probation Office to retain an officer on active status through the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol, cannabis/marijuana or drugs prevents such individual from performing the duties of a peace officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use any accumulated paid leave that he/she may have, such as compensatory time, vacation time, sick days, or personal leave days, or take an unpaid leave of absence pending treatment at option.

The foregoing shall not limit the Employer's right to discipline officers for misconduct.

#### **ARTICLE 26 - SAVINGS CLAUSE**

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 27 - COMPLETE AGREEMENT**

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

at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Nothing herein shall waive the Union's right to demand to engage in "impact bargaining" as the term is used pursuant to the Illinois Public Labor Relations Act (5 ILCS 315).

## **ARTICLE 28 - DURATION AND SIGNATURE**

### **Section 28.1 Term of Agreement**

This Agreement shall be effective from December 1, 2020 and shall remain in full force and effect until November 30, 2023. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than one-hundred and twenty (120) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

### **Section 28.2 Continuing Effect**

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations are continuing for a new Agreement or part thereof between the parties.

### **Section 28.3 Negotiation Procedures**

The parties agree that if either side decides to reopen negotiations making any changes in the Agreement, the other party may so notify the other no more than one hundred twenty (120) days prior to the expiration of this Agreement or the extension thereof. In the event such notice to negotiate is given, then the parties shall meet not later than fifteen (15) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purposes of negotiation. All notices provided for in this agreement shall be served upon the other party by certified mail, return receipt requested.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

FOR THE EMPLOYER:

\_\_\_\_\_  
Mark A. Fellheimer, Chief Judge  
Eleventh Judicial Circuit

\_\_\_\_\_  
Ford County Board

FOR THE LABOR COUNCIL:

\_\_\_\_\_  
Labor Committee Chairperson

\_\_\_\_\_  
Labor Committee Member

\_\_\_\_\_  
Timothy Biron, Field Representative  
Illinois F.O.P. Labor Council


SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 14th day of  
December, 2020.

FOR THE EMPLOYER:

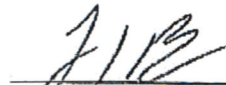
  
Mark A. Fellheimer, Chief Judge  
Eleventh Judicial Circuit

FOR THE LABOR COUNCIL:

  
Labor Committee Chairperson

  
Jennifer Anderson  
Labor Committee Member

  
Debbie Smith  
Ford County Board

 12/03/2020  
Timothy Blon, Field Representative  
Illinois F.O.P. Labor Council

**APPENDIX A - SENIORITY LIST**

**FORD COUNTY COURT SERVICES  
SENIORITY LIST**

<b><u>Employee</u></b>	<b><u>Hire Date / Seniority Date</u></b>
Rocky Marron	August 10, 1998
Jennifer Anderson	September 19, 2016
Arial Ochoa	August 29, 2017

## APPENDIX B - WAGE SCHEDULE

The following is the salary schedule for the Ford County Court Services office bargaining unit:

Salary Table (Hire Date)	Marron, Rocky (Aug 10, 1998)	Anderson, Jennifer (Sept 19, 2016)	Ochoa, Ariel (Aug 29, 2017)
November 30, 2020	\$54,155.64	\$34,107.21	\$33,940.83
December 1, 2020 (3% COLA)	\$55,780.31	\$35,130.43	\$34,959.06
September 19, 2021 (3% longevity)	N/A	\$36,184.34	N/A
December 1, 2021(3% COLA)	\$57,453.72	\$37,269.87	36,007.83
August 29, 2022 (3% longevity)	N/A	N/A	\$37,088.07
December 1, 2022 (3% COLA)	\$59,177.33	\$38,387.97	\$38,200.71
August 10, 2023 (4% longevity)	\$61,544.42	N/A	N/A
November 30, 2023	\$61,544.42	\$38,387.97	\$38,200.71

This table reflects the following Cost of Living Allowance Increases (COLA):

FY 2021 (December 1, 2020)	3%
FY 2022 (December 1, 2021)	3%
FY 2023 (December 1, 2022)	3%

It also reflects the following Longevity Salary Increases [implemented on the pay period following the anniversary date of each employee per Section 20.1(E)] as follows:

5 <sup>th</sup> year of employment	3%
8 <sup>th</sup> year of employment	3%
10 <sup>th</sup> year of employment	3%
13 <sup>th</sup> year of employment	3%
15 <sup>th</sup> year of employment	3%
20 <sup>th</sup> year of employment	4%
25 <sup>th</sup> year of employment	4%
30 <sup>th</sup> year of employment	4%

**Note:** All overtime/compensatory time, or other hourly rate calculations, shall be calculated as the annual salary (at the time of calculation) divided by 1950 hours.



## APPENDIX C - FORD COUNTY GRIEVANCE FORM

(use additional sheets where necessary)

Date Filed: \_\_\_\_\_

Department: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_

\_\_\_\_\_ Last

\_\_\_\_\_ First

\_\_\_\_\_ M.I.

### STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance:

Article(s) and Sections(s) of Contract violated: \_\_\_\_\_

Briefly state the facts: \_\_\_\_\_

Remedy Sought: \_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

### EMPLOYER'S STEP ONE RESPONSE

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

### STEP TWO

Reasons for Advancing Grievance: \_\_\_\_\_

Lodge/Unit No. / Year / Grievance No.

Given To: \_\_\_\_\_

Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP TWO RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**STEP THREE**

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_

Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP THREE RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date



**REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

Person to Whom Referral Given	Date
FOP Labor Council Representative	

