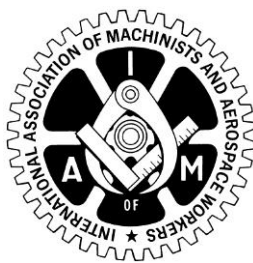


# **ADAMS COUNTY PROBATION SECRETARIES**

## **COLLECTIVE BARGAINING AGREEMENT**

District No. 9  
International Association of Machinists  
And Aerospace Workers  
AFL-CIO



12/1/2013 through 11/30/2016

Table of Contents

Article 1	Preamble -----	1
Article 2	Recognition -----	2
Article 3	Union Rights -----	3
Article 4	Dues Deduction -----	6
Article 5	Management Rights -----	8
Article 6	Subcontracting -----	9
Article 7	New Classifications -----	10
Article 8	Non-Discrimination -----	12
Article 9	No Strike/No Lockout -----	13
Article 10	Seniority -----	14
Article 11	Bidding -----	16
Article 12	Personnel Records -----	18
Article 13	Employee Discipline -----	19
Article 14	Grievance -----	21
Article 15	Layoffs -----	23
Article 16	New Technology -----	25
Article 17	Leaves of Absence -----	26
Article 18	Temporary Transfers -----	30
Article 19	Holidays -----	31
Article 20	Vacations -----	32
Article 21	Sick Leave -----	34
Article 22	Hours and Overtime -----	35

Table of Contents (Cont.)

Article 23	Wages -----	36
Article 24	Insurance -----	37
Article 25	Drug & Alcohol Testing -----	40
Article 26	Political Activity -----	42
Article 27	Miscellaneous Provisions -----	43
Article 28	Flu Shot Vaccination, Hepatitis B Vaccination & Health Club -	45
Article 29	Complete Agreement -----	46
Article 30	Savings Clause -----	47
Article 31	Duration -----	48

**ARTICLE 1**

**WORKING AGREEMENT-PREAMBLE**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014  
by and between the Chief Judge of the Eighth Judicial Circuit, herein after referred to as the  
**Employer** and the **INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS, AFL CIO** and Local Lodge #822 – District #9, hereinafter  
referred to as the **UNION**, is for the exclusive joint use and benefit of the contracting parties as  
defined and set forth herein.

## **ARTICLE 2**

### **RECOGNITION**

#### **Section 2.1 Union Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for its employees covered by the Certification of Representative issued by the Illinois State Labor Relations Board (“ISLRB”) in Case S-RC-96-84.

Includes: All full-time and regular part-time clerical employees working at the Probation Department including secretaries.

Excludes: Chief Judge of the Eighth Judicial Circuit, Associate Judges, Probation Officers and all other individuals employed by the Chief Judge of the Eighth Judicial Circuit, all employees of the County of Adams, and all confidential, managerial, and professional employees, and supervisors as defined by the Illinois Public Labor Relations Act.

## **ARTICLE 3**

### **UNION RIGHTS**

#### **Section 3.1 – New Employee Orientation**

The Employer will grant the Union twenty (20) minutes to orient, educate and update each new employee for the purpose of informing employees of their rights and obligations under this Collective Bargaining Agreement without loss of pay for the employees involved. New hires shall be given such orientation during the first week of their employment. This should be done in a fashion to cause a minimum of office disruption.

#### **Section 3.2 – Union Exclusivity**

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

#### **Section 3.3 – Union Representatives Recognized**

The Employer recognizes all elected Stewards selected by the Union, and paid representatives of the International Association of Machinists and Aerospace Workers in all matters relating but not limited to negotiating, grievances, interpretation of this Agreement or in any other appropriate Employer/Union matters. Union agrees to notify the Employer of any elected Stewards.

#### **Section 3.4 – Duties of Representatives and Elected Officers**

Subject to operational needs, one (1) designated Union representative (steward) or if the representative is unavailable, an alternate, may conduct the following business of the bargaining unit and no more than one elected executive board member (President, Vice President,

Recording Secretary, Financial Officer or Sgt. at Arms or Trustee) of Local Lodge 822 may conduct the following business of any of the Adams County bargaining units on the Employer's time:

1. The receiving, investigating and filing of complaints or grievances.
2. Participation in hearings.
3. Attendance at all joint meetings of Union Officials, Stewards, and Judicial Administration.
4. Attendance at Lodge meetings. In the event that the Union provides a week's notice of the need to release the Union representative or no more than one (1) of the members of the Local Lodge 822 Executive Board to attend a Lodge meeting, and provided that the Union will cooperate with the Employer by allowing reasonable rescheduling of other employees so as to allow for attendance of the designated persons, attendance may not be denied for operational reasons.

The Union will notify the Employer of any changes regarding selected representatives.

The Union will provide the Employer a copy of all meeting notices that requires the elected representatives to be at said meetings.

In the event that any of these business items are performed during the employee's vacation, day off, holiday, non work shift, or any other non work time of the employee, the employee shall receive no compensation under this section.

### **Section 3.5 – Convention Delegates**

One (1) steward from the bargaining unit and no more than one (1) of the members of the Executive Board of Local Lodge 822, if the board member is a member of the bargaining unit, shall be allowed time off without pay for State or International Conventions or the one week educational program at Placid Harbor if elected as an official to such function. The Union will cooperate with the Employer by allowing reasonable rescheduling of other employees so as to accommodate such leaves.

### **Section 3.6 – Union Visitation**

The authorized representative(s) of the International Association of Machinists and Aerospace Workers shall have reasonable access to the Employer's facilities after first notifying the Employer or office supervisor of the purpose for the visit. While engaging in such visits, the representatives will seek to minimize disruptions to office operations, and will abide by reasonable security measures generally applicable to visitors to the office.

### **Section 3.7 – Bulletin Boards**

The Employer will provide the Union with one (1) suitable bulletin board in a convenient place, upon which the Union may post its notices and communications.

### **Section 3.8 – Distribution of Agreement**

The Employer will supply sufficient copies of this Agreement to the Union for distribution to members. All contract books will be printed by a union printer if the Employer has them printed on the outside.

### **Section 3.9 – Supervisors**

Supervisors may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in accordance with past practice where such work is necessary to train a bargaining unit employee, or where the work could not otherwise be performed in a timely fashion. Such work shall not cause any layoffs or reductions of the bargaining unit. While it may be performed on an "as needed" basis, except for training purposes such work shall not be performed on a regularly scheduled basis. The Office Holder may perform any work that is necessary to perform his job and fulfill his statutory duties, including any work incidental to his job or statutory duties.



## **ARTICLE 4**

### **DUES DEDUCTION**

#### **Section 4.1 – Dues Deduction Authorization**

Upon receipt of assigned authorization form from an individual, the Employer will deduct from said employee's pay the initiation, reinstatement fee, M.N.P.L. donation and monthly dues payable by him or her to the Union during the period set forth in said authorization.

#### **Section 4.2 – Timing of Deductions**

Deductions shall be made on account of such fees, and/or dues in, nearly as practicable, equal installments from bi-weekly payroll checks.

#### **Section 4.3 – Tender of Dues to Union**

The deductions shall be remitted to the Union no later than the fifteenth (15<sup>th</sup>) day of the month following the deductions made in the month. The Employer shall furnish the Union monthly with a written record of those for whom deductions have been made and the amount of the deductions.

#### **Section 4.4 – Notice to Employer of Dues Information**

The Secretary-Treasurer of the Union will from time to time notify the Employer in writing of the location in which the deductions are to be remitted, the amounts of initiation fees, reinstatement fees, and monthly dues.

#### **Section 4.5 – Adjustments of Errors**

In the event of under-deductions or over-deductions, adjustments will be made in the subsequent deductions.

#### **Section 4.6 – Fair Share**

Employees 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 cost of the collective bargaining process in accordance with the applicable Labor Relations Act. For the purpose of this Section, proportionate share shall not exceed the regular monthly dues of membership in the Union.

#### **Section 4.7 – Commencement of Employee Obligations**

All employees who have not previously made application for membership in the Union, and employees hired on or after the effective date of this Agreement who have not made application for membership in the Union and authorized deduction of dues on or before the thirtieth (30<sup>th</sup>) day of their employment, shall be required to pay a fair share fee as defined above. The Employer shall begin deduction of fair share fees no later than thirty (30) days after notification from the Union as to which bargaining unit members have not authorized dues deductions.

#### **Section 4.8 – Indemnify**

The Union shall indemnify and save the Employer harmless against all and any claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon the authorization furnished to the Employer by the Union, or for the purpose of complying with any of the provisions of this Article.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

Subject to the provisions of this Agreement the management of the operations of the Employer, the determination of its policies, budget, and operations, the manner of exercise of its statutory functions and the direction of its work force, including, but not limited to, the right to hire, promote, demote, transfer, allocate, assign and direct employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or for other legitimate reasons; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections of work to be performed therein; to determine the quality; to determine the number of hours of work and shifts per work week, if any; to establish and change work schedules and assignments; the right to introduce new methods of operations; to eliminate or relocate; and to maintain efficiency in the departments and to take such actions in an emergency as are appropriate is vested exclusively in the Employer.

## **ARTICLE 6**

### **SUBCONTRACTING**

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 interest of economy, improved work product, or emergency, provided that such subcontracting does not cause the layoff or reduction of the work force or reduction of work hours for bargaining unit employees. The use of volunteers and interns may continue in accordance with past practice.

## **ARTICLE 7**

### **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 Union agree to jointly petition the State Labor Board to seek the necessary unit clarification.

If the inclusion of a new position classification is agreed 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 Union may appeal the proposed pay grade to Step 2 of the grievance procedure.

The second step grievance committee or arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

- (a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employer's work force;
- (b) Like positions with similar job content and responsibilities within the labor market generally;
- (c) Significant differences in working conditions to comparable position classifications.

The pay grade originally assigned by the Employer shall remain in effect pending the decision.

If the decision of the second step grievance committee or arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation.

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.

## ARTICLE 8

### NON-DISCRIMINATION

#### Section 8.1 – Prohibition Against Discrimination

The Employer and the Union shall not discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws. The Employer will continue to provide equal opportunity for all employees and develop and apply equal employment practices.

#### Section 8.2 – Union Membership

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union and there shall be no discrimination against any such employees because of Union membership or non-membership or the exercise of their lawful rights.

#### Section 8.3 – Gender

Any reference in this Agreement to the male gender shall be construed to pertain to both male and female.

#### Section 8.4 – Alleged Violations

The parties agree that this Article cannot be the sole basis of a grievance if the employee (or the union on the employee's behalf) has filed a claim, charge or complaint related to the same or similar facts which is pending before an authorized administrative agency or court for resolution.

## ARTICLE 9

### NO STRIKE/NO LOCKOUT

#### Section 9.1 – No Strike Commitment

Neither the Union nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slowdown, 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 Union nor any employee shall refuse to cross any picket line by whomever established.

#### Section 9.2 – Resumption of Operations

In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations.

#### Section 9.3 – Discipline of Strikers

Any employee who violates the provisions of Section 1 of this Article shall be subject to immediate discipline, up to and including discharge. Employees are hereby advised that the Employer will give serious consideration to discharge in such circumstances.

#### Section 9.4 – No Lockout

The Employer will not lockout any employee(s) covered by this Agreement during the term of this Agreement as a result of a labor dispute with the Union.



## **ARTICLE 10**

### **SENIORITY**

#### **Section 10.1 – Bargaining Unit Seniority – Definition**

Bargaining Unit Seniority shall be defined as an employee's length of continuous service in the bargaining unit. (Date of hire)

#### **Section 10.2 – Bargaining Unit Seniority List**

The Employer will post an up-to-date bargaining unit seniority list on the bulletin board.

#### **Section 10.3 – Breaks in Seniority**

Seniority and the employment relationship shall be terminated when an employee:

1. Resigns or retires, or
2. Is discharged for proper cause, or
3. If absent for three (3) consecutive work days and does not report for work at the beginning of the fourth (4<sup>th</sup>) consecutive work day without notifying the employee's supervisor, or
4. Is laid-off and is not recalled
  - A. (For full-time employees) within a period equal or greater than the employee's length of service (date of hire to date of lay-off), but not less than three (3) years from the date of lay-off
  - B. (For part-time employees) within two (2) years from the date of lay-off
5. Is laid-off and fails to report to work when recalled within a period of ten (10) working days. If the employee requests, in writing, additional time to return to work, said time may be granted. While on lay-off it shall be the responsibility of the employee to keep the Employer informed of the employee's current address and telephone number. If a recall notice is not properly delivered because of the employee's failure to meet this obligation, the employee may be discharged at the Employer's discretion.

#### **Section 10.4 – New Hire**

All employees shall be on new hire probation for the first ninety (90) days of their employment. The probation period may be extended by agreement among the Employer, the employee and the Union. Employees may be disciplined while on a new hire probation and shall have no recourse to the grievance procedure.

#### **Section 10.5 – Seniority Retention**

When an employee transfers employment from one Adams County office to another, said employee carries over seniority for vacation and pay purposes. An employee who terminates employment with Adams County but who seeks to return and is rehired within six (6) months carries over that employee's previously accrued seniority for vacation and pay purposes. In the event that more than six (6) months have passed the Employer may negotiate with the employee with regard to the vacation and pay level in which the employee shall be placed. Nothing contained in this section is to be construed that rehire and right to transfer is guaranteed.

## **ARTICLE 11**

### **BIDDING**

#### **Section 11.1 – Posting of Vacancies**

When a new job opening is created or a vacancy exists within recognized Union position classifications, said job shall be posted for seven (7) working days on the bulletin board.

Such posting shall state the job classification available, rate of pay, qualifications, number of openings available and the date and hour the bidding will be closed.

#### **Section 11.2 – Bidding Process – Office by Office**

To be eligible to bid, an employee must work in the office where the vacancy exists.

Eligible employees within the Bargaining unit, interested in bidding such openings must sign a bid slip and give it to his union representative who will deposit said slip with the appropriate Department Head or his/her designated representative. Employees on active employment probation are not eligible to bid. An employee cannot withdraw his bid once it has been given to the union representative.

Said opening(s) shall be awarded by ability and qualifications of those who have bid on said opening(s). Seniority shall govern when the ability and qualifications of employees involved to perform work required are relatively equal.

If more than two (2) additional vacancies are created by filling an initial vacancy, the Employer may fill that fourth vacancy and subsequent resulting vacancies by means other than the process specified in this Article.

#### **Section 11.3 – Successful Bids**

All bid forms shall be made available for review on request from the Union. The Employer will notify the successful bidders no later than five (5) days after the bidding is closed.

The first 45 days in the new position shall be a probationary period. At any time during this period the Employer may return the employee to the position held prior to bidding or the employee may choose to return to the position held prior to bidding. This 45 day period may be extended upon mutual agreement among the Employer, the employee, and the Union.

**Section 11.4 – Lack of Successful Bids**

If no employee has bid on the vacancy, the Employer may award the vacancy to any employee subject to the employee's consent; recall an employee who is on layoff; leave the vacancy open; or hire a new employee. However, no new employee may be hired until all employees on layoff are recalled who have the ability and qualifications and are capable of performing the job.

## ARTICLE 12

### PERSONNEL RECORDS

#### Section 12.1

The Employer and the Union agree to abide by all applicable State and Federal laws relating to employee(s) access to their personnel records during the term of this Agreement.

#### Section 12.2

Any received documentation of discipline shall be removed from an employee's personnel file in accordance with the following schedule:

- (a) Oral or Written Reprimand – one (1) year without the same or similar misconduct.
- (b) Suspensions – three (3) years without the same or similar misconduct.

Such removal shall be at the request of the employee but, in any case, shall not be used against the employee.

The provisions of this section shall be inapplicable if the stated reason for discipline was employee action that constitutes a willful violation of a court rule or order of confidentiality, or action jeopardizing the security of the employees.

## ARTICLE 13

### EMPLOYEE DISCIPLINE

#### Section 13.1 – Just Cause

The Employer and the Union agree with the tenets of progressive and corrective discipline to improve behavior and/or performance. Nevertheless, severe discipline, up to and including discharge, may be appropriate so long as the discipline is commensurate with the severity of the offense. Discipline shall normally be limited to:

- A) Oral Reprimand
- B) Written Reprimand
- C) Suspension
- D) Discharge

Non-probationary employees shall not be discharged, suspended, reprimanded, relieved from duty or otherwise disciplined in any manner without 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. Discipline shall be administered in a timely manner depending on the circumstances of such discipline.

#### Section 13.2 – Oral Reprimands

When an oral reprimand is given, the supervisor must inform the employee that he/she is receiving an oral reprimand and the reasons for the discipline. Oral reprimands will be recorded in the employee's personnel file by a written memorandum clearly designated as a written notation of an oral reprimand. A copy of the notation shall be provided to the employee.

#### Section 13.3 – Notice to Union

In the event of disciplinary action, the Employer shall promptly furnish the employee, Union Committee person and Business Representative with a clear and concise written statement of the reasons therefore. In the case of an oral reprimand the written statement shall be a copy of

the notation referenced in Section 2. An employee shall be entitled to the presence of a Union representative at all meetings for which the employee has reasonable grounds to believe that the meeting may be used to support the disciplinary action. However, nothing herein shall prohibit supervisors from presenting the written statement to an employee in the absence of a Union representative providing that there is no discussion at the time of the substance of the discipline. In addition, nothing herein shall provide the employee the right to refuse to meet with a supervisor about business related non-disciplinary matters.

## **ARTICLE 14**

### **GRIEVANCE**

#### **Section 14.1**

A grievance is a dispute or difference of opinion between the Employer and the Union, or between the Employer and an employee(s) concerning the breach, violations, meaning or application of any of the terms or conditions of this Agreement.

**Step 1** – The aggrieved employee(s) shall present their grievance to the Chief Probation Officer within five (5) working days following when the employee knew or should have known of said grievance and if they wish may be accompanied by the steward. The Chief Probation Officer shall answer said grievance within five (5) working days.

**Step 2** – If not settled in Step 1, the grievance shall be reduced to writing and signed by the aggrieved employee and the Union Steward and shall be presented to the Director of Court Services within five (5) work days from the Chief Probation Officer's Step 1 response.

**Step 3** – If not settled in Step 2, the Chief Judge or designee of the Chief Judge shall be notified, in writing, by the Union and shall schedule a meeting between the Representative of the Local Union, International Union, the Steward, associated representative of the Employer/supervisor and aggrieved employee if requested within ten (10) work days. The Chief Judge/designee shall give a written reply to the Steward and Union office within five (5) work days of said Step 3 meeting.

**Step 4** – The Union must notify the Employer of its intent to arbitrate within thirty (30) working days of the Step 3 answer. The parties shall jointly request a list of seven (7) arbitrators from FMCS within ten (10) work days after notification. Either party may reject the initial list and request a second list from FMCS within ten (10) work days after receipt. Following a coin



toss to determine the first strike, the parties shall alternately strike names until only one remains, the remaining name shall be the arbitrator to be appointed.

The arbitrator shall have no power to add to, subtract from, or modify any of the provisions of this Agreement. The arbitrator may consider and decide only the particular issue or issues presented to him by the Employer and the Union, and his decision must be based solely upon an interpretation of the provisions of this Agreement. The arbitrator shall render a decision not later than thirty (30) days from the day of the arbitration hearing. The arbitrator's decision shall be final and binding on and the parties. All costs of the arbitration, except witness fees, shall be paid equally by the Employer and the Union. All hearings are to be held in Quincy, Illinois.

#### **Section 14.2**

Should an appeal not be given by either the grievant or the Union within the specified time limits, the grievance will be considered to have been settled.

#### **Section 14.3**

Unless otherwise noted, all time limits set forth in each of the steps shall be exclusive of Saturdays, Sundays, and holidays or any day observed as a holiday unless so noted to the contrary. Both parties may mutually agree to extend the time limits allotted to any step in the grievance arbitration procedure.

#### **Section 14.4**

Discharge cases shall be taken up in Step 2 of the grievance procedure within three (3) work days from the date of discharge; otherwise, any grievance pertaining to said discharge will deemed to have been waived.

## **ARTICLE 15**

### **LAYOFFS**

#### **Section 15.1 – Layoffs**

In the event of a job discontinuance or a layoff, employees with the least hire date seniority in the affected classification within the affected office, shall be removed from their classification. The Employer shall notify the Union thirty (30) days prior to the intended effective date of a layoff.

The Union may request to negotiate alternatives to the layoff with the Employer. Any employee to be laid off will be notified fourteen (14) calendar days prior to the effective date of the layoff. Probationary employees and summer help shall be laid off prior to any non-probationary employees being laid off.

#### **Section 15.2 – Bumping Rights**

Employees removed from the affected classifications shall exercise their hire date seniority in any other classification within the office in which the employee has previously held, can perform the work or can become qualified to perform within forty-five (45) working days, which time period may be extended by mutual agreement in cases where higher skilled positions are effected, if such hire date seniority is great enough to obtain a job. If said employee becomes qualified, then the youngest hire date seniority employee in the classification within the office will be displaced. If said employee cannot become qualified within forty-five (45) working days he shall be laid off.

Employees bumped from any classification in accordance with these provisions shall exercise their hire date seniority in the same manner in any classification in which they can perform the work or can become qualified to perform work within forty-five (45) working days.

**Section 15.3 – Recall**

Subject to the provision of Section 10.3, laid off employees shall be eligible for recall in the reverse order of layoff to the job classification from which they were removed or to a job classification which the employee previously held.

## **ARTICLE 16**

### **NEW TECHNOLOGY**

It is the Employer's policy to assure that training is available for affected employees so that they may have the opportunity to acquire the knowledge and skills to participate in and share the benefits of the continuous improvement process.

The Employer shall not use technological changes for the sole purpose of converting jobs from bargaining unit status to non-bargaining unit status.

## ARTICLE 17

### LEAVES OF ABSENCE

#### Section 17.1 – General Leave

The Employer may grant regular employees leaves of absence without pay for a period not to exceed three (3) calendar months in any twelve (12) month period for purposes that are deemed beneficial to the Employer's service. Such leave may be extended for good cause by the Employer for an additional period not to exceed three (3) calendar months.

Upon return from a general leave the employee will return to a position equivalent to the one held prior to taking the leave.

An employee who fails to provide a reasonable excuse and notice to the Employer and fails to return to work at the time specified in his request for leave, shall be considered to have abandoned his position and shall be terminated.

An employee may use accumulated vacation or personal days before being placed on an unpaid general leave.

#### Section 17.2 – Military Leave

The Employer agrees to follow all State and Federal Laws regarding Military Leave.

#### Section 17.3 – Jury Duty

Any employee who is called and thereby required to appear for jury service, witness service or a coroner's panel, shall be excused for each day of service falling on his regular workdays with pay. The employee must return to work immediately upon being excused from jury duty. The employee shall return the check received for jury duty.

#### **Section 17.4 – Court Appearance**

Attendance at a court or quasi-judicial hearing, as required by subpoena or notice to appear that is directly job related is an official duty assignment and the Employer shall be notified of said duty. Permission to omit this duty must be obtained from the Judge or attorney handling the case, or other competent court official. Once an employee is served with a subpoena or notice to appear, it will remain in effect until canceled by a competent court official. Employees shall make every effort to keep themselves informed of the status of their court cases and to be available to give court testimony as required.

When employees are required to appear in court, and where said appearance is related to their duties as an employee of the Chief Judge, they shall be compensated with overtime pay at one and one-half (1½) times their hourly rate, if said appearance is made during off duty time.

When employees are required to appear in court for reasons other than work related, the required time off must be approved by the Employer and the employee may utilize appropriate time off such as personal time and/or time off without pay.

#### **Section 17.5 – Medical Leave**

Regular employees who have utilized twenty (20) sick days or have exhausted all sick leave and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, may be granted an unpaid disability leave. This Section in no way affects IMRF eligibility or IMRF benefits. Such leave will not be granted for a period in excess of three (3) months but may be extended upon written request by the employee for an additional period of up to three (3) months, at the Employer's discretion. Additional three (3) month extensions may be granted by the Employer if a physician certifies

that the leave is a bonafide medical emergency or illness. The Employer may require an independent medical examination before approving the final leave extension. Prior to requesting said leave, the employee shall inform the Employer in writing about the nature of the disability and length of time needed for leave. The request for said leave shall be accompanied by a written statement from the attending physician which includes the diagnosis, prognosis and expected duration of the disability. If the Employer has reason to believe the employee is able to perform his regular assigned duties and the employee's physician certifies him as being able or unable to report back to work, the Employer may rely upon the decision of an impartial physician of its choosing as to the employee's ability to return to work. Such examination shall be paid for by the Employer. During said leave, the disabled employee shall provide written verification by a licensed physician at the Employer's request. Such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every thirty (30) days during a period of disability. Such leave cannot be arbitrarily or capriciously denied.

Members of the bargaining unit shall be granted leave pursuant to the Family and Medical Leave Act.

### **Section 17.6 – Personal Days**

Each employee shall be granted up to (3) three days off annually to be used for personal reasons which cannot be scheduled outside of the employee's work time. Personal time is not cumulative from one calendar year to another. An employee will not be compensated for unused personal time. Personal time may be used in increments of one-half (½) hours or more.

### **Section 17.7 – Bereavement Leave**

Employees shall be granted paid bereavement leave from date of death through the day after the funeral but not more than a total of three (3) days, if a death occurs to one of the following: spouse, children, step-children, mother, father, sister, brother, step-mother, step-father, step-brother, step-sister, grandparents, spouse's grandparents, grandchildren, son or daughter-in-law, brother or sister-in-law, mother or father-in-law, legal guardian or other relatives that are members of the employee's household at the time of death. Any days not previously scheduled to be worked shall not be paid. Employees must notify the Steward and Supervisor in charge before leave is taken. Upon returning to work the employee shall sign a statement attesting to the relationship of the deceased. Requests for time off of other funerals or additional time off shall be addressed through the use of paid accrued time off.

Employees attending a funeral as specified in the preceding paragraphs, which falls during any scheduled vacation time, shall not be charged vacation time for that day.



## **ARTICLE 18**

### **TEMPORARY TRANSFERS**

Employees temporarily transferred to a higher-rated classification other than their own shall receive the maximum rate for the new classification for the entire period. An employee who is required to work in a classification which is compensated at a lower rate than the employee's present rate shall continue to receive his present rate.

**ARTICLE 19**

**HOLIDAYS**

All employees shall have time off with full pay for the following holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day

Holidays which fall on Saturday will be celebrated on Friday. Those holidays falling on Sunday will be celebrated on Monday. In addition to normal holiday pay, employees who are required to work any listed holiday shall receive double time for hours worked and shall receive a minimum pay of two hours at double time. In the event Christmas Eve Day falls on a Sunday it will be celebrated on the preceding Friday.

**ARTICLE 20**

**VACATIONS**

**Section 20.1 – Accruals**

Employees hired after the union ratification of this Agreement (12/1/1997) shall accrue paid vacation time according to the following schedule. For purposes of the vacation article: 1 week = 5 work days, 2 weeks = 10 work days, etc.

1 year to 9 years ----- 2 weeks  
10 years to 14 years ----- 3 weeks  
15 years and over ----- 4 weeks

Employees hired prior to the union ratification of this agreement (12/1/1997) shall accrue paid vacation time according to the following schedule:

1 year to 5 years ----- 2 weeks  
6 years to 9 years ----- 3 weeks  
10 years to 14 years ----- 17 days  
15 years and over ----- 4 weeks

Regardless of date of hire, employees will not carryover more than 2 weeks of vacation from one calendar year into the next.

**Section 20.2 – Usage**

An employee shall continue to accrue vacation while on any compensated leave (i.e. vacation, holidays, sick leave, compensatory, emergency or injury, etc.) When a holiday or a funeral leave (as provided for in this Agreement) occurs during an employee’s assigned vacation and the employee is entitled to the holiday or to paid leave of absence, then such entitlement will not be counted as part of the employee’s vacation time.

**Section 20.3 – Conflicts**

In case of conflicting dates among bargaining unit members, seniority shall govern.

**Section 20.4 – Vacation Schedule**

Vacations will be scheduled and awarded per present practice. Requests will be awarded by seniority unless otherwise previously approved.

**Section 20.5 – Limitation**

No more than two (2) weeks vacation may be used at any one time unless otherwise approved.

## **ARTICLE 21**

### **SICK LEAVE**

All employees will be entitled to sick leave of a total not to exceed ten (10) working days per calendar year. Sick leave shall be accumulative up to a maximum of ninety (90) working days. Any unused sick leave credit standing to the employee's account shall apply toward retirement if allowable by law.

Sick leave may be used for illness, disability or injury to the employee, appointments with a doctor, dentist, or other professional medical practitioner. Sick leave may be used in increments of no less than one-half (1/2) hour at a time. Employees may use ten (10) days of their sick leave to care for the needs of immediate family members.

If an employee is absent from work because of illness or a non-job related accident for three (3) or more consecutive workdays, upon employee's return to work such employee shall be required to present a certificate signed by a licensed physician in order to qualify for sick leave benefits.

Any employee who is ill for more than ten (10) consecutive workdays may be required by the Employer to secure and submit, at the employee's expense, for record a physician's certificate and release, certifying what illness or injury has prevented work and an estimated date that the employee may be fit to return to work.

The abuse of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

## **ARTICLE 22**

### **HOURS AND OVERTIME**

The normal work hours shall be 8:30 a.m. to 4:30 p.m., Monday through Friday, inclusive per present practice with a fifteen (15) minute break in the morning, a one (1) hour lunch period at or around the noon hour, and a fifteen (15) minute break in the afternoon.

Employees may trade break and lunch schedule times as long as such trades have the prior approval of management.

When employees are required to work during their lunch period, and receive no equivalent time off during the same shift at a reasonable alternative time, then they shall have such time treated as hours worked and shall be paid at the appropriate straight or overtime rate, whichever is applicable.

All authorized overtime worked by full time employees in excess of forty (40) hours in a week shall be paid at one and one-half (1.5) times the employee's straight time hourly rate of pay. Any pay received for holidays, vacations, or illness in lieu of work shall be considered a part of the normal work week for purposes of computing overtime.

#### **Flexible Hours**

Notwithstanding the above-mentioned work hours, employees may be allowed to work flexible hours by mutual agreement only between the Office Holder and the employee. At any time the employee or Office Holder can say no and the above-mentioned work hours will control.

**ARTICLE 23**

**WAGES**

<u>Classification</u>	<u>Years of Service</u>	<u>12-1-13</u>	<u>12-1-14</u>	<u>12-1-15</u>
First Year	1	\$11.59	\$11.82	\$12.06
GROUP 1	2-3	\$12.54	\$12.79	\$13.04
GROUP 2	4-6	\$14.40	\$14.69	\$14.98
GROUP 3	7-8	\$16.02	\$16.34	\$16.67
GROUP 4	9 and Over	\$17.33	\$17.68	\$18.03

The secretary who performs DUI supportive functions shall receive an additional one dollar per hour above the employee's regular rate of pay for all of the duties she performs as an employee of the probation department. This pay differential shall continue so long as the secretary continues to perform the DUI supportive functions. Assignment or continuation of such functions shall not be determined by use of the bidding procedure and will be assigned at the discretion of the Employer.

Note: Each group above begins on the employee's first day of service in that group.  
Example: Group 1 starts when the employee has completed one year of service.

## **ARTICLE 24**

### **INSURANCE**

#### **Section 24.1 – Cost of Health Insurance**

The Employer shall provide health insurance coverage at no cost to the employees covered by this Agreement. Effective December 1, 2014, the cost of single coverage health insurance shall be split between the Employer and the employees covered by this Agreement as follows:

- (a) Effective December 1, 2014 the Employer shall pay 95% of the cost and the Employee shall pay 5% of the cost based on terms of Section 23.4.
- (b) Effective December 1, 2015 the Employer shall pay 90% of the cost and the Employee shall pay 10% of the cost based on terms of Section 23.4.

Health insurance shall be available for dependents at the cost of the employee.

#### **Section 24.2 – Changes in Health Insurance**

The Employer shall provide the employees with the current coverage, which was effective on September 1, 2013. The Union and the County recognize that insurance costs are likely to increase over time and that the County may during the lifetime of this Agreement find it to be in the best interests of the County to change the plan of insurance. Only in the event of a significant or substantial change in the plan would the duty to bargain arise.

The terms “significant or substantial” means a change in the order of greater than a twenty percent (20%) increase in the deductibles, the co-pays, and/or the prescription drug card program in any one policy year.

The Employer agrees to meet with an employee insurance advisory committee, composed of one (1) member of each bargaining unit, their Union representative if desired and the



authorized representative of the Employer, at dates mutually agreed to between April 1<sup>st</sup> and September 30<sup>th</sup> of each year of this Agreement.

The purpose of such meeting shall be to discuss insurance programs/options that will assist in cost containment. Such meetings shall be waived only by mutual written consent of the parties. The Employer will make all relevant information available and this committee will be empowered to research available hospitalization, dental, optical and other relevant plans provided by the Employer, comparing their costs and benefits.

The advisory committee shall recommend to the Employer possible implementation of any such alternative plans and cost containment measures. The Adams County Board shall have the final authority to approve/disapprove such recommendations by the advisory committee members. Disputes are subject to grievance and arbitration procedures.

Nothing in this Section shall preclude remaining County departments (i.e. Highway Dept., administration, etc.) from equal representation on such advisory committee so long as their departmental members do not exceed the number of bargaining unit(s) members.

Should an employee be granted a leave of absence for a non-medical reason for more than two (2) calendar weeks, he shall reimburse the County for the cost of the group health premium for that portion while on leave.

To qualify for the Adams County Group Health Plan, an employee must be scheduled to work at least twenty-eight (28) hours per week.

### **Section 24.3 – Termination of Employment**

Should the employee terminate employment or be placed on layoff status, the employee's life and health insurance will be maintained as long as permitted by the current insurance carrier,

but not longer than the end of the month that the employee ends his active service for the County unless otherwise provided by law.

**Section 24.4 – Wellness Incentive**

The Employer shall offer a voluntary Wellness Incentive Program to all employees covered by this Agreement.

If an employee successfully completes the Wellness Incentive Program in any contract year, the Employer shall pay 100% of the cost of the employee's health insurance coverage.

Successful completion shall be defined as follows:

- (a) Effective December 1, 2014, successful completion shall be defined as participation in the Wellness Incentive Program.
- (b) Effective December 1, 2015, successful completion shall be defined as:
  - (i) Obtaining a score of 71 or better;
  - (ii) Improving your score by at least five (5) points; or
  - (iii) Has obtained a waiver from the employee's primary-care physician.

Newly hired employees hired after the annual wellness test in 2014 shall pay the premium percentages under Section 24.1 until the next annual wellness screening. If they chose to participate in the screening, they will be exempted for the next year after which they will be subject to the Wellness Incentive standards under Section 24.4(b) of this Article.

## ARTICLE 25

### DRUG & ALCOHOL TESTING

#### Section 25.1 – Drug and Alcohol Testing Permitted

Where the Employer has a reasonable suspicion to believe that an employee is impaired or under the influence of illegal drugs or alcohol during the course of the work day, the Employer will have the right to require the employee to submit to alcohol and/or drug testing. At least one (1) supervisor (who is not a member of the bargaining unit) must certify the basis for the reasonable suspicion(s) concerning the affected employee prior to any order to submit to the testing authorized herein. No test will be performed until a Union Steward, if present at the workplace, is advised that a test will be administered.

In conducting the testing authorized by this Agreement the County shall:

- (a) Use only 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) With regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood are to be considered positive. (Note: The foregoing standard shall not preclude the County from attempting to show that test results between .01 and .04 demonstrate that the employee was under the influence but the County shall bear the burden of proof in such cases.)

#### 25.2 – Prohibitions

Consuming or possessing of any illegal drugs at any time anywhere or consuming or possession of alcohol (unless in accordance with duty requirements) during the work day or anywhere on County premises or job sites, including all County Buildings, Properties, Vehicles, and while engaged in County business. Possession or use of illegal drugs by any employee not engaged with duty requirements shall be considered a crime and the Employer will cooperate

with authorities should criminal charges be filed against any employee who is found in possession of illegal drugs or who is engaged in the selling of or dispensing illegal drugs on or off duty.

### **25.3 – Order to Submit to Testing**

The employee must take the test within sixty (60) minutes of receiving the written order to do so or it shall be deemed a refusal. The employee shall be permitted to consult with a representative of the Union at the time the order is given, but in any event the test must be taken within sixty (60) minutes of the employee being ordered to do so.

**ARTICLE 26**

**POLITICAL ACTIVITY**

The Employer agrees to comply with the Local Governmental Employees Political Rights Act. (50 ILCS 135/10)

Political activity during working hours will be prohibited. Employees may on their own time be active in political activity.

## **ARTICLE 27**

### **MISCELLANEOUS PROVISIONS**

#### **Section 27.1 – Employer to Replace Personal Effects**

The Employer agrees to repair or replace as necessary an employee's personal effects up to a total of two hundred dollars (\$200.00), eye glasses and contact lenses if during the course of the employee's duties the employee is required to exert physical force or is attacked by another person. Such reimbursement is conditional upon employee compliance with department policy regarding removal of valuables when reasonable, prior to restraining a juvenile.

#### **Section 27.2 – Training**

The Employer shall pay for tuition, books or fees of all mandatory training, and shall reimburse the employee for mileage related to the training per the existing County rate. Additionally, relative to such training, the Department's meal reimbursement policy and practice shall remain in effect.

#### **Section 27.3 – Pension**

I.M.R.F. benefits and contributions shall be calculated pursuant to the rules of the Illinois Municipal Retirement Fund.

#### **Section 27.4**

When not addressed by this Agreement, when ambiguously addressed in this Agreement or when not specifically addressed in the negotiation of this Agreement existing past practices in respect to major conditions of employment are to be regarded as included within this Agreement.

Such past practice to be binding on both parties must be:

- A. unequivocal
- B. clearly enunciated and acted upon

- C. readily ascertainable over a reasonable period of time as a fixed, and established practice accepted by both parties.

Mutual acceptance of a past practice may be tacit (an implied mutual agreement) arising by inference from the circumstances.

In determining whether or not something is a major condition of employment the following shall govern:

- A. Matters which involve the operation or direction of the work force shall tend not to be considered a major condition of employment.
- B. Matters involving a personal benefit to an employee shall tend to be considered a major condition of employment.

## ARTICLE 28

### **Flu Shot Vaccination, Hepatitis B Vaccination, and Health Club Membership**

#### **Section 28.1 – Flu shot Vaccination**

Employees shall be offered annually a flu shot vaccination at no charge through the Adams County Health Department.

#### **Section 28.2 – Hepatitis B Vaccination**

Employees who have job responsibilities that involve direct exposure and/or potential exposure to blood, body fluids, non-intact skin and mucous membranes of others shall be offered Hepatitis B vaccination at no charge through the Adams County Health Department. Eligibility shall be defined by the Adams County Health Department's Blood borne Pathogen Exposure Control Plan.

#### **Section 28.3 – Health club Membership**

Employees shall be eligible for up to a \$200 reimbursement per year for a Health Club membership. The employee shall provide a receipt to the Adams County Clerk's Office indicating that payment has been made to a Health Club. Health Club shall be defined as a commercial facility that offers physical fitness equipment, classes and/or facilities for use by its members. Reimbursement shall be considered an employee benefit and shall be reported as such to the Internal Revenue Service.



## **ARTICLE 29**

### **COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations which 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.

## **ARTICLE 30**

### **SAVINGS CLAUSE**

If any provisions 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 31**

### **DURATION**

#### **Section 31.1 – Term of Agreement**

This Agreement shall be effective from December 1, 2013 and shall continue in full force and effect until midnight November 30, 2016, and thereafter from year to year unless not more than one hundred twenty (120) days, but not less than sixty (60) days prior to November 30, 2016, or any subsequent November 30, either party gives written notice to the other of its intention to amend or terminate this Agreement. Negotiations for a new Agreement shall begin within thirty (30) days of such notice. If sixty (60) days after the commencement of negotiations, no new Agreement has been reached, either party may declare impasse.

#### **Section 31.2 – Continuing Effect**

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date while negotiations are continuing for a new Agreement or part thereof between the parties, except that no step or wage adjustments shall be made, unless the parties mutually agree.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures in Quincy, Illinois,

this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_

Chief Judge

\_\_\_\_\_

For IAM&AW