

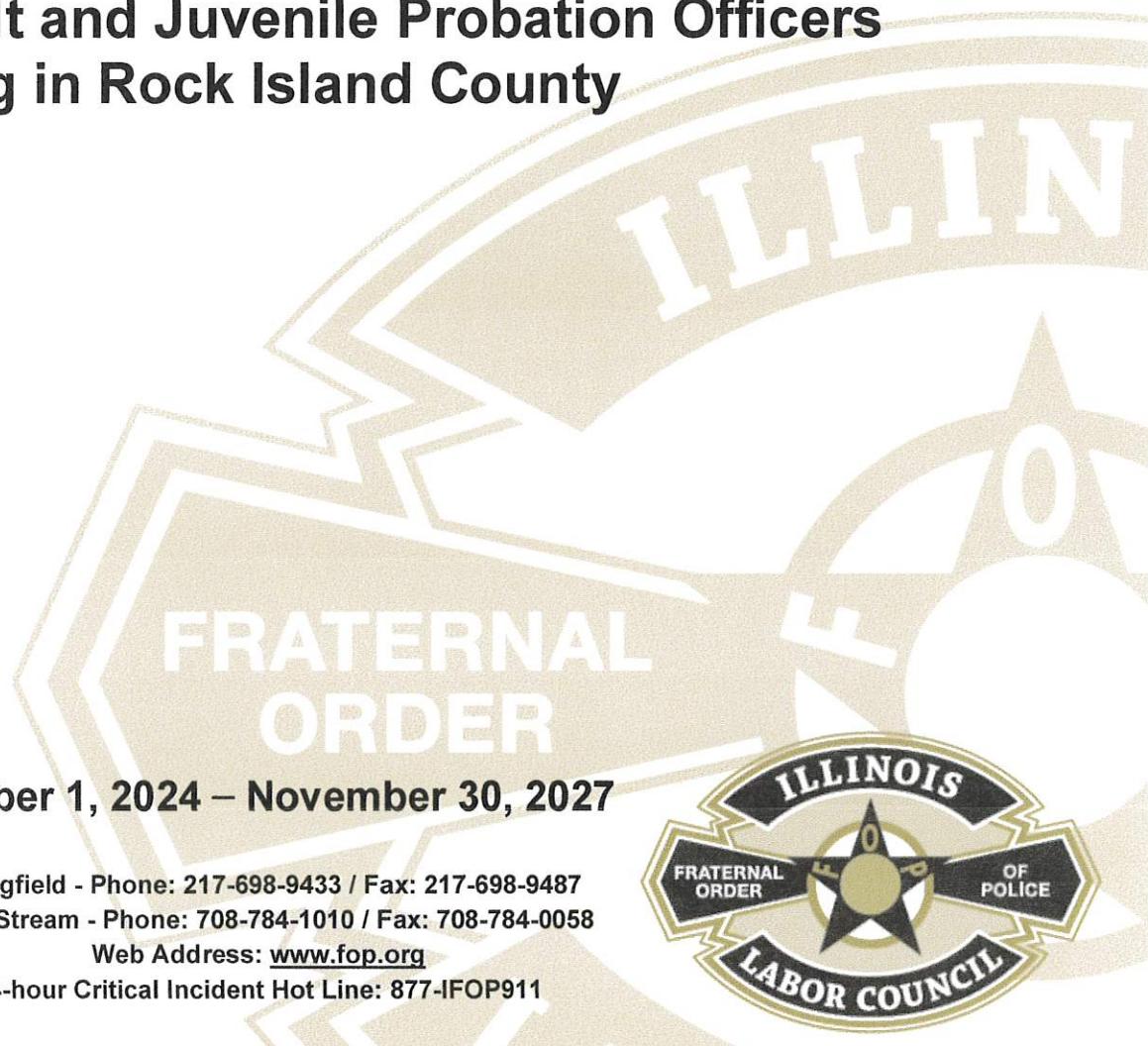
# **ILLINOIS FOP LABOR COUNCIL**

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**and**

## **THE CHIEF JUDGE OF THE 14<sup>TH</sup> JUDICIAL CIRCUIT**

**All Adult and Juvenile Probation Officers  
Working in Rock Island County**



**December 1, 2024 – November 30, 2027**

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487

Carol Stream - Phone: 708-784-1010 / Fax: 708-784-0058

Web Address: [www.fop.org](http://www.fop.org)

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This Agreement is entered into by and between the Chief Judge of the 14th Judicial Circuit (hereinafter referred to as the "Employer") and the Illinois Fraternal Order of Police Labor Council on behalf of the Adult and Juvenile Probation Officers working in Rock Island County (hereinafter referred to as the "Council").

**PREAMBLE**

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

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

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

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

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

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

## **ARTICLE I RECOGNITION**

The Employer recognizes the Council as the sole and exclusive bargaining representative in all matters concerning and pertaining to wages, hours of work, and other terms and conditions of employment for employees in the positions described below as certified by the Illinois State Labor Relations Board, Case# S-RC-93-83:

**Included:** All Adult and Juvenile Probation Officers working in Rock Island County.

**Excluded:** Director of Court Services, Chief Adult and Chief Juvenile Probation Officers, including Supervisors, all Managerial, Confidential and Supervisory Employees of the Employer, and other employees excluded under the Illinois Public Labor Relations Act.

## **ARTICLE II MANAGEMENT RIGHTS**

Except as expressly amended, changed or modified by a provision of this Agreement, subject to the general administrative and supervisory authority of the Illinois Supreme Court, the Chief Judge retains traditional and constitutional rights to operate the Judiciary. The Chief Judge retains the respective rights as employer enumerated below and as modified by the Illinois Public Labor Relations Act. Such management rights include, but are not limited to, the following:

- a. To plan, direct, control, and determine all operations and services of the Judiciary;
- b. To supervise and direct employees;
- c. To establish the qualifications for employment and to employ employees;
- d. To establish reasonable work rules and work schedules and assign such;
- e. To hire, promote, transfer, schedule, and assign employees in positions and to create, combine, modify, and eliminate positions within the Judiciary;
- f. To suspend, demote, discharge, and take other disciplinary action against employees for just cause (with the exception of probationary employees, who may be discharged without cause);
- g. To establish reasonable work and productivity standards and, from time to time, amend such standards;
- h. To lay-off employees due to lack of work or funds or for other legitimate reasons;
- i. To assign overtime;
- j. To contract out for goods and services;
- k. To maintain efficiency of operations and services of the Judiciary;

1. To determine the methods, means, organization, and number of personnel by which such operations and services shall be provided;
- m. To maintain efficiency of the Employer's operations;
- n. To take whatever action is necessary to comply with State and Federal law;
- o. To change or eliminate methods, equipment, and facilities for the improvement of operation;
- p. To determine the kinds and amounts of services to be performed as it pertains to operations and the number and kind of classifications to perform such services;
- q. To determine the methods, means, and personnel by which operations are to be conducted.

## **ARTICLE III DUES DEDUCTION**

### **Section 3.1. Dues Deduction**

Upon receipt of a written and signed authorization form from an employee (attached as Appendix B), the Employer shall deduct the amount of the Council dues and the initiation fee, if any, set forth in such form and any authorized increase therein, from the wages of the employee and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Council in accordance with the laws of the State of Illinois, within thirty (30) days after the deductions have been made. The Council shall advise the Employer of any increase in dues, in writing, at least fifteen (15) days prior to its effective date.

### **Section 3.2. Membership List**

The Employer shall forward to the Illinois Fraternal Order of Police Labor Council a monthly list to accompany the dues as provided for in Section 1 of this Article. This list shall include the names of each employee that has paid the monthly dues.

### **Section 3.3. Indemnification**

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

## **ARTICLE IV DISCIPLINE**

### **Section 4.1. Definition**

The parties recognize the principle of progressive and corrective discipline for non-probationary employees. The right of the Employer to discipline for just cause is recognized by the Council. Disciplinary action may include, but is not limited to, the following:

- a. Oral reprimand;
- b. Written reprimand;
- c. Suspension without pay;
- d. Discharge.

The Agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense. The Employer and the Council, with the agreement of the employee, may agree to the use of a modified form of discipline. Such modified discipline shall not be precedent setting and shall not be subject to the Grievance Procedure.

#### **Section 4.2. Just Cause**

Disciplinary action may be imposed upon an employee only for just cause. Discipline shall be imposed as soon as practicable after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

#### **Section 4.3. Interview/Representation**

An employee shall be entitled to the presence of a Council representative at any interview during a disciplinary investigation if he or she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him or her. Furthermore, the employee shall also have the right to be represented by the Council at any meeting in the disciplinary process.

#### **Section 4.4. Pre-Disciplinary Meeting/Disciplinary Action**

For discipline other than oral or written reprimands, prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall notify the Council of the meeting and then shall meet with the employee involved and inform him or her of the reason for such contemplated disciplinary action, including any names of witnesses and copies of pertinent documents. The employee and Council representative shall be given the opportunity to rebut or clarify the reasons for such discipline. The employee may speak or elect not to speak at such meeting, or have the Council representative speak on his behalf. Pre-disciplinary meetings shall be conducted during an employee's normal hours of work.

#### **Section 4.5. Notification and Measure of Disciplinary Action**

In the event disciplinary action is taken against an employee, other than the issuance of an oral or written reprimand, the Employer shall promptly furnish the employee in writing with a clear and concise statement of the reasons thereof.

Verbal and written reprimands shall not be considered in imposing a disciplinary penalty for a current offense where more than eighteen (18) months have elapsed from the reprimand.

#### **Section 4.6. Suspension Pending Discharge**

If the Employer believes that there may be just cause for discharge, the affected employee may be suspended without pay for up to thirty (30) calendar days pending the decision whether or not to discharge the employee.

Both the employee and the Council will be notified in writing that the employee is being suspended and is subject to discharge. If the Employer decides that discharge is not appropriate, the employee shall be reinstated with back pay subject to the determination by the Employer of appropriate discipline.

#### **Section 4.7. Review of Discipline**

Any grievance filed as a result of this Section shall be initiated at Step 2-Director of Court Services of the Grievance Procedure, and shall be filed within ten (10) working days from the day upon which the employee was notified of the imposed or recommended discipline.

An employee may submit a written response to any disciplinary measure for inclusion with the discipline notice in the employee's personnel file. Reprimands not based upon the same incident in terms of substance, time and place for which the Employer also imposes a suspension or termination may be grieved through Step 3-Chief Judge, but shall not be eligible for arbitration.

### **ARTICLE V NO STRIKE OR LOCKOUT**

#### **Section 5.1. No Strike/No Lockout Commitment**

Neither the Council nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage 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, other than as may be provided for in the Illinois Public Labor Relations Act of 1986 or as may be revised from time to time. Neither the Council nor any employee shall refuse to cross any picket line, by whoever established.

#### **Section 5.2. Resumption of Operations**

In the event of action prohibited by Section 1, above, the Council 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. The 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 5.3. Council Liability**

Upon failure of the Council to comply with the provisions of Section 2 above, any agent or official of the Council who is an employee covered by this Agreement may be subject to the provisions of Section 4 below.

### **Section 5.4. Discipline of Strikers**

Any employee who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee 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 employee, in fact, participated in a prohibited action shall be subject to the grievance and arbitration procedure.

### **Section 5.5. No Lockout**

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

### **Section 5.6. Employer's Judicial Remedies**

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

## **ARTICLE VI DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

### **Section 6.1. Definition of a Grievance**

A grievance is defined as any unresolved difference between the Employer and the Council or any employee covered by this Agreement regarding the meaning of this Agreement as applied.

### **Section 6.2. 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 or her immediate supervisor.

The employee shall make his or her complaint to his immediate supervisor within five (5) working days of the date on which the employee knew or reasonably should have known of the event giving rise to the complaint. The supervisor will notify the employee of the decision within two (2) 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. In the event of a complaint, employees shall first complete their assigned work tasks, and complain later, unless it is reasonably believed that the assignment will endanger their safety.

### **Section 6.3. Representation**

Grievances may be processed by the Council on behalf of an employee or on behalf of a group of employees. The Council may have the grievant or one grievant representing group grievances present at any step of the grievance procedure, and the employee is entitled to Council representation at each and every step of the grievance procedure upon the employee's request.

Grievances may be filed on behalf of two or more employees only if the same facts, issues, and requested remedy apply to all employees in the group.

### **Section 6.4. Subject Matter/ Settlement**

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, the relief sought, and the signature of the grieving employee(s) and the date.

When the grievance is settled, the settlement shall be reduced to writing and signed by the Employer or his/her designee, the Council, and the grievant.

Absent Council approval, no grievance may be settled with an individual grievant where the terms of that settlement are in violation of the terms of this Agreement.

### **Section 6.5. Time Limitation**

Grievances may be withdrawn, settled, or granted, 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. Time limits may be extended or waived by mutual agreement.

### **Section 6.6. Grievance Processing**

No employee or Council representative shall leave their work assignment to investigate, file or process grievances without first making mutual arrangements with the supervisor. In the event of a grievance, the employee shall always perform his or her assigned work tasks and submit the grievance later, unless the employee reasonably believes that the assignment endangers his or her safety.

### **Section 6.7. Grievance Meetings**

A maximum of two (2) employees 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 hours.

## **Section 6.8. Steps in Procedure**

Disputes arising under this Agreement shall be resolved as follows:

### **Step 1 - Unit Chief:**

If no agreement is reached between the employee and the supervisor, as provided for in Section 2 - Dispute Resolution, the grievant or the Council shall prepare a written grievance on a form mutually agreed to (attached as Appendix C) and present it to the Unit Chief no later than five (5) working days after the employee was notified of the decision of the supervisor. In no case, shall the grievance be submitted in writing later than seven (7) working days from the date on which the employee knew or reasonably should have known of the occurrence giving rise to the grievance. Within ten (10) working days after the grievance has been submitted, the Unit chief shall meet with the grievant and the Council representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Unit Chief shall respond in writing to the grievant within five (5) working days following the meeting.

### **Step 2 - Director of Court Services:**

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 Unit Chief to the Director of Court Services. Within ten (10) working days after the grievance has been filed, the Director of Court Services and/or his/her designee shall meet with the Council and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Director of Court Services or his/her designee shall respond in writing to the grievant within five (5) working days following the meeting.

### **Step 3 - Chief Judge:**

If the grievance is not settled at Step 2, the grievance may be referred in writing within five (5) working days after the decision of the Director of Court Services to the Chief Judge of the 14th Judicial Circuit. Within twenty (20) working days after the grievance has been filed the Chief Judge and/or his/her designee shall meet with the Council and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Chief Judge or his/her designee shall respond in writing to the grievant within ten (10) working days following the meeting.

### **Step 4 – Arbitration:**

If the dispute is not settled at Step 3, the matter may be submitted to arbitration by the Council, with notification to the Employer, within ten (10) working days after the Step 3 response or the expiration of the ten (10) day period if the Chief Judge fails to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration, the Council and Employer shall jointly request the Federal Mediation and

Conciliation Service (FMCS) to forward a list of recognized arbitrators. Upon receipt of such list, each party shall alternately strike a name from the list, until there is one name remaining. The remaining individual shall be the arbitrator. The order of striking names shall be determined by a coin toss.

Either party reserves the right to reject one (1) panel of arbitrators.

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

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

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 and the cost of the hearing room shall be shared equally by the parties. Costs of arbitration shall include the arbitrator's fees, and room cost. The decision and award of the arbitrator shall be final and binding on the Employer, the Council and the employee(s) involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to, or subtract from, the provisions of the Agreement.

## **ARTICLE VII NON-DISCRIMINATION**

### **Section 7.1. Prohibition Against Discrimination**

The Employer and Union shall not discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws. Any claims of such discrimination shall not be subject to or processed through the grievance procedure of this Agreement. Claims may be processed through the appropriate agencies or forums. The Employer will continue to provide equal opportunity for all employees, and develop and apply equal employment practices.

### **Section 7.2. 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.

## **ARTICLE VIII LABOR -MANAGEMENT CONFERENCES**

### **Section 8.1.**

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

- a. Discussion on the implementation and general administration of this Agreement.
- b. A sharing of general information of interest to the parties.
- c. Notifying the Council of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.
- d. Discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding future grievances.
- e. Items concerning safety issues.

It is understood that the above-referenced meetings are consensual. Nothing herein shall obligate the parties to such matters nor shall it inhibit the parties from meeting on a less formal basis, should circumstances allow.

### **Section 8.2.**

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 council, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

### **Section 8.3.**

When absence from work is required to attend "labor-management conferences", Council members shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall not arbitrarily withhold approval of the absence. Council members attending such conferences shall be limited to two (2) on-duty employees. Travel expenses associated with any "labor-management conferences" shall be the responsibility of the employee.

## **ARTICLE IX LAY-OFF AND RECALL**

### **Section 9.1. Layoff**

The Employer in its discretion shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, employees will be laid off in the following order:

- a. Temporary and/or seasonal employees;
- b. Part-time employees;
- c. Probationary employees; and,
- d. In the event of further reductions in force, employees will be laid off in accordance with their seniority. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work, the employee(s) with the least seniority will be laid off first.

### **Section 9.2. Recall**

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 on layoff in that particular job classification desiring to return to work have been given the opportunity to return to work. Recall rights under this provision shall terminate eighteen (18) months after layoff.

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 Chief Judge of their current address. Upon receipt of the notice of recall or from the date the certified mail was delivered, employees shall have five (5) working days to notify the Chief Judge of their acceptance of the recall. The employee shall have ten (10) working days thereafter to report to duty.

## **ARTICLE X WAIVER OF BARGAINING**

The parties acknowledge that during the negotiations which resulted in 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, and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth herein. The Employer and the Council, for the term of this Agreement, each voluntarily waives the right, and each agrees that the other shall not be obligated to bargain over any subject that is covered in this Agreement, however, that this waiver shall not apply to the impact of the exercise of management rights reserved to the Employer nor to subjects not provided for in this Agreement.

## **ARTICLE XI EMPLOYEE SECURITY AND PERSONNEL FILES**

### **Section 11.1. Just Cause Standard**

No employee covered by this Agreement shall be disciplined without just cause.

### **Section 11.2. 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 need not occur immediately following receipt of the request, and upon Employer option may take place in the presence of a representative of the Employer;
- b. The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying;
- c. Such inspection shall occur during the hours from 8:00 a.m. to 4:30 p.m. Monday through Friday upon reasonable request;
- 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 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 or information provided to the Employer with a specific request that it remain confidential, shall not be made part of the personnel file.

### **Section 11.3. Notification and Reply**

Employees shall be given notice by Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file. Such notice shall be given within five (5) working days of permanent placement. 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.

## **ARTICLE XII HOURS AND OVERTIME**

### **Section 12.1. Work Day and Work Week**

The normal work day shall be defined as eight (8) consecutive hours, 8:00 A.M. to 4:30 P.M. which shall include a one half hour (1/2) unpaid lunch. The normal work week shall be defined as forty (40) hours in the seven day work period, generally Monday through Sunday. Notwithstanding the above to the contrary, the current practices which allow mutually agreed to limited alternative individual work-day starting and quitting times shall continue. The work week shall be further defined as five (5) consecutive work days followed by two (2) consecutive days off.

There shall be a minimum of two (2) bargaining unit members on duty in juvenile during each one-half (1/2) hour lunch period, and a minimum of four (4) bargaining unit members on duty in adult during each one-half (1/2) hour lunch period, it shall be the responsibility of the Union to provide the Employer, in a timely fashion, the list of lunch hour assignments.

### **Section 12.2. Overtime**

Overtime shall be defined as actual work performed in excess of the forty (40) hours referenced above. All hours in a pay status, except for inactive hours in connection with on call, shall be credited toward the forty (40) hours referenced in this Article. No overtime shall be performed without the express consent of a supervisor. Compensatory time will be earned at the rate of 1.5 hours for each hour over a regular work day of eight (8) hours. If the employee is required to work beyond their regular work week, they shall receive compensatory time at the rate of 1.5 hours for each hour worked. Such compensatory time off shall be taken at a mutually agreeable time.

Employees, upon their request, may cash in up to forty (40) hours of accrued compensatory time for cash payment four (4) times annually; in December March, June and September, and this quarterly payout of compensatory time shall be issued on a separate check from the employee's regular paycheck.

In no case may an individual accumulate more than eighty (80) hours of compensatory time. Any accumulation above eighty hours will be reduced to eighty (80) hours by use of a cash payment separate and apart from the four annual cash payments.

Employees shall receive usual and customary travel time related to attendance at mandatory training which shall be treated as hours worked.

### **Section 12.3. Break Periods**

The present practice shall continue regarding break times.

#### **Section 12.4. On Call**

Employees assigned to a rotating juvenile on call schedule, or electronic monitoring on call schedule shall receive eight (8) hours compensatory time for the week they are on call. They shall earn compensatory time at the rate of 1.5 hours for each hour of actual physical response time for response to calls after normal work hours. Less than one hour worked will be credited as one hour worked.

Time spent telephonically responding to on-call matters, exclusive of phone calls associated with an actual physical response incident, shall be compensated in the same manner as regular overtime according to the current practices; that being in order to be eligible for overtime compensation the time spent in the overtime activity must exceed 15 minutes. The employee will only be compensated for the actual time spent handling the incident with no minimum amount of compensation.

Probationary employees will not be considered for on-call until such time that the Director feel they are qualified.

#### **Section 12.5. No pyramiding**

Compensation shall not be paid twice for the same hours.

### **ARTICLE XIII INDEMNIFICATION**

The Employer agrees to represent and indemnify the employees in accordance with the State Indemnification Act and other applicable statutes.

### **ARTICLE XIV SENIORITY**

#### **Section 14.1. 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.

In the event an employee transfers from another county department, the employee begins with the Employer as the employee with the least seniority; however, the employee does not lose their county seniority. County seniority shall be defined as the continuous length of service of an employee with Rock Island County. County seniority will be used solely for determining eligibility of benefits such as vacation and sick days based upon years of service.

### **Section 14.2. Promotion**

Seniority, qualifications, ability and past performance shall be considered in the promotion of employees covered by this Agreement.

### **Section 14.3. Seniority List**

The Employer shall prepare a list setting forth the present seniority dates and dates of promotion 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 this Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure.

### **Section 14.4. Personal Day Selection**

Any dispute within a job classification as to the selection of a personal day shall be resolved by seniority.

### **Section 14.5. Termination of Seniority**

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

- a. Quits via resignation; or
- b. Is discharged for just cause; or
- c. Is laid off pursuant to the provisions of the applicable agreement for a period of eighteen (18) months; or
- d. Accepts gainful employment while on an approved leave of absence for the Rock Island County Probation Department; or
- e. Is absent for three (3) consecutive scheduled work days without proper notification, justification, or authorization.

### **Section 14.6. Unpaid Leave of Absence**

Employees will not continue to accrue seniority credit for time spent on authorized unpaid leave of absence.

### **Section 14.7. Probationary Period**

All newly hired employees shall serve a probationary period of twelve (12) months. During the first three (3) months of active employment, the employee is not eligible for sick pay. When the three (3) month period has been completed, the effective date for all benefits will revert to the original hire date. However, any time lost due to sickness during the probationary period will not be compensated retroactively. When an employee goes from regular part time to regular full time employment, vacation time will be computed from the date hired as part time employee. Bereavement time cannot be used during the probationary period. The waiting period for health insurance for newly hired employees will follow the Rock Island Health Plan. No matter concerning the layoff or termination of a probationary employee shall be subject to the grievance procedure of this

Agreement. An employee serving his probation period shall not have any seniority until he has completed the probation, at which time the employee shall be granted seniority from his date of hire.

## **ARTICLE XV F.O.P. LABOR COUNCIL REPRESENTATIVES**

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

### **Section 15.1. Authorized Representatives**

Authorized representatives of the Council shall be permitted reasonable visits to the Rock Island County Probation Department during work hours to talk with employees of the local Council and/or representatives of the Employer concerning matters covered by this Agreement.

### **Section 15.2. Time Sheets**

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

### **Section 15.3. Grievance Procedure**

Reasonable time while on duty shall be permitted to Council representatives for the purpose of representing employees in any of the hearings or meetings with the Employer which are specified in the grievance article and such reasonable time shall be without loss of pay.

### **Section 15.4. Council Negotiating Team**

Providing their absence would not unduly burden the work of the department, or conflict with obligations that could not be rescheduled by the officer (such as a court appearance) no more than four (4) members designated as being on the 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.

## **ARTICLE XVI LEAVES**

### **Section 16.1. Bereavement Leave/Death in Family**

The Employer agrees to provide to employee leave without loss of pay as a result of death in the immediate family, not to exceed three (3) days. Such leave may be extended up to an additional three (3) days if approved by the Chief Managing Officer.

Employees may be granted up to four (4) hours, with pay, to serve as a pallbearer for a fellow court services employee on the day of a funeral, if approved by the Chief Managing Officer.

A member of the immediate family shall be defined to be any employee's spouse, domestic partner, parent, grandparent, grandchild, child, sibling, and any "step" or "in-law" added to these titles.

### **Section 16.2. Military Leave**

Military leave shall be granted to employees in accordance with federal and state statutes.

### **Section 16.3. Family and Medical Leave Act (FMLA)**

The Employer shall grant at least up to twelve (12) weeks of family and medical leave during any twelve (12) month period to eligible employees, in accordance with the Family and Medical Leave Act of 1993 (FMLA). The leave may be paid, unpaid, or a combination of paid and unpaid, depending on the circumstances and as specified herein. FMLA provides leaves for the purposes of: 1) the birth of a child and in order to care for that child; 2) the placement of a child for adoption or foster care; 3) to care for a spouse, child or parent with a serious health condition; or 4) the serious health condition of the employee. Definitions included in the FMLA will be used in determining eligibility.

The FMLA mandates that employees are eligible if they have worked for a covered Employer for at least one year, and for 1,250 hours over the previous 12 months or 52 weeks. The twelve (12) months or 52 weeks need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

The FMLA will be considered a minimum requirement and all additional leave benefits shall be designated as a FMLA leave and will not be granted in addition to a twelve (12) week FMLA leave. Therefore:

- a. The Employer will measure the twelve (12) month period as a rolling twelve (12) month period measured backward from the date an employee uses any leave under this policy (except that the Employer will not measure back before August 5, 1993). Each time an employee takes leave, the Employer will compute the amount of leave the employee has taken under this policy and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at the time.
- b. Holiday pay will not be paid during a leave of absence unless the employee is on an intermittent or reduced schedule which makes them eligible for holiday pay.

- c. If, while on a FMLA designated leave, an employee is required to serve on a jury or in the military, no make up pay will be granted, nor will paid funeral leave benefits be paid.
- d. If an employee is on an intermittent or reduced schedule, the effective hourly rate of pay will be continued for hours worked as if leave had not been taken. For hours lost, accrued paid time benefits may be paid in accordance with plan provisions.
- e. Upon expiration of a designated FMLA leave, the employee will be restored to his/her regular position or to an equivalent position in pay, benefits and other terms and conditions of employment, if they would not have been terminated during the period while on leave, because of general economic conditions of employment or due to a restructuring of the department. An FMLA leave does not guarantee a restoration of employment. An employee will be treated the same as any other employee similarly positioned and actively at work on the date of the RIF and/or restructuring. All benefits, increases, general wage increases or other terms and conditions of employment generally applicable to the employee's position will be restored to them as if they had not been on leave.
- f. Failure to return to work within five (5) days of a designated leave of absence will be considered a voluntary quit.
- g. IMRF members on FMLA will not earn pension service credit for the month(s) in which they are not paid. If a member on FMLA wishes to receive IMRF pension service credit, the member must apply and pay for an IMRF Benefit Protection Leave.

The Employer will provide Leave of Absence as provided in the FMLA and other leave of absences as follows:

**NEW CHILD BONDING LEAVE (FMLA):**

Employees who have completed a probationary period shall be granted a leave of absence for a period not to exceed six (6) months for the arrival of a new child by birth, adoption or foster care placement for the purpose of bonding (as distinguished from caring for a seriously ill child). If the biological, adoptive, or foster parent(s); the stepparent, legal guardian(s) or parent(s) in loco parentis are both employees, the total combined leave for this purpose is six (6) months, not twelve (12) months. This right to a "bonding" leave expires twelve (12) months from birth or placement for adoption or foster care.

Sick leave pay accrued when the leave begins may be paid to the employee for physical certified periods of disability related to childbirth during the leave and will not extend the six (6) months bonding leave period.

Earned vacation pay accrued when the leave begins may be paid to the employee during the leave.

All personal days, holiday pay, etc. accrued to date leave begins must be used during this leave and this time will be designated as FMLA leave in determining future leave eligibility.

Notice by Employees: When requesting leave for the birth, adoption or foster care placement of a child, an employee must give thirty (30) days notice or, if not possible, due to unforeseen circumstances, the maximum notice practical. Such notice will help the Employer plan for the leave. If an employee requests that a leave be made on an intermittent and/or reduced schedule basis, the Employer will consider such requests, but depending upon the circumstances surrounding this request, the employee may be required to take all or part of the leave consecutively.

FAMILY ILLNESS LEAVE (FMLA):

An employee who has worked for the Employer for at least one (1) year and for 1,250 hours over the previous 12 months, shall be granted a leave of absence as provided in the FMLA for the care of a child, parent (not in-laws) or spouse who has a serious health condition if it is medically determined that the care given by the employee is necessary. For purpose of these caregiving leaves, the child, spouse or parent must be either: (a) an overnight, in-hospital patient, (b) in a hospice or (c) in a nursing home; (d) absent from work or school for more than 3 days; (e) require active assistance with daily life activities; (f) be under continuing treatment by, or supervision of a health care provider; or (g) have either an incurable condition or one that, if not cared for, would cause incapacity for more than 3 days. This care-giving 12 week leave for care of a seriously ill child is available to each of the employee parents of the child, however, for care of a parent a combined total of 12 work weeks will be allowed when both spouses are employed by the Employer.

All earned vacation, personal days, and holidays must be used during this leave of absence.

The Employer may require an employee to provide a doctor's certification of the serious health condition. (U.S. Department of Labor form will be used).

Notice by Employees: For care of a seriously ill child, spouse or parent, or for employee's own serious health condition, employee must give 30 days notice or, if not possible, due to unforeseen circumstances, as much notice as is practical. In any event, employee must provide medical certification of the need for employee to provide care, or of their disability, within 15 days of the commencement of the leave.

If an employee requests it, and the request is medically certified as necessary, the Employer will arrange an intermittent or reduced leave schedule for taking up to a 12 week (480 hours) leave. The alternative schedule is expected

to be the least disruptive to the Employer's operation and may include transfer to another position that has equivalent pay and benefits.

**FMLA DEFINITIONS:**

Definitions as outlined in the FMLA Act will be used in determining eligibility for leaves.

Employee claims concerning their FMLA rights are not subject to the grievance procedure under this Agreement nor are claims arbitrable under this Agreement.

**Section 16.4. Employee Sick Leave**

An employee may take leave because of a serious health condition including work related and non-work related illnesses or accidents that make the employee unable to perform the functions of the employee's position. Any absence from work for more than three (3) work days due to the need for continuing treatment by a health care provider must be supported by a medical certification.

After completion of a probationary period, sick leave pay may be used for illness, disability or injury (work related or non-work related) of the employee, appointments with a doctor, dentist or other professional medical practitioner. An employee with accrued sick leave may use up to six (6) days of sick leave per year to care for the employee's immediate family who is residing with the employee. Absence for sickness shall be reported by the department head to the payroll office which shall maintain a cumulative total by employee of absence for sickness per annum. Employees seeking sick leave pay for a pre-scheduled medical appointment or surgery must give reasonable notice of such usage to their supervisor prior to the appointment; whenever possible notice should be of a minimum of three (3) work days.

Each employee shall accumulate paid sick leave at the rate of 3.70 hours per two-week pay period. Employees may accrue without a cap. Sick leave will not accumulate during periods when the employee receives no pay.

Abuse of sick leave shall be defined as the use of sick leave other than as provided in this Section. An employee suspected of abusing sick leave may be put on "proof status". In determining the suspicion of sick leave abuse, consideration may be given to patterns of sick leave use; such as taking sick leave the same day of each week, taking sick leave contiguous with weekends, vacation period, paid personal days and holidays or taking sick leave as soon as sick leave is accrued. While on proof status employees will be required to provide an excuse from a medical care provider for each absence during the status period. The proof status period shall be a period not to exceed sixty (60) days; and may be extended for an additional period not to exceed sixty (60) days if the suspected abuse continues. Continued abuse of sick leave may subject an employee to discipline as provided in this Agreement.

Employees who have exhausted all sick leave and other accrued paid leave may request and be placed on an unpaid medical leave of absence for a period not to exceed thirty (30) consecutive working days. Such leave will be at the discretion of the Chief Judge or his designee and shall not be arbitrarily denied. The requesting employee shall submit medical certification of his/her condition at the time of the request. This leave is separate and apart from FMLA leave.

The Employer may require an employee to provide a doctor's certification of the serious health condition. (U.S. Department of Labor form may be used).

An employee may apply for disability benefits through the Illinois Municipal Retirement Fund when it is determined they will be disabled for more than thirty (30) days of disability. They may elect to continue to receive all earned sick leave pay prior to receiving IMRF disability. Rights and obligations as an IMRF member are governed by Article 7 of the Illinois Pension Code, and outlined in the booklet provided summarizing these benefits.

The employee will be allowed to retain all vacation time that has been earned up to the time of sick leave and application for IMRF disability benefits.

Upon return from a sick leave for an employee's own serious health condition, they will be required to furnish from the attending physician a certification that they are fit for duty to perform the essential function(s) of their regular job (or to the job to which restored, if different) together with any restrictions and the reasons for the restrictions.

#### **WORK RELATED INJURY:**

All employees are insured under the Illinois Workers' Compensation Act which provides temporary total disability benefits after a three (3) day waiting-period. The three (3) days will be paid retroactively if the absence is fourteen (14) days or more. Employees may elect to receive accrued sick leave pay for any part of the work related disability absence, however, sick leave payment will reduce total accrued sick pay hours and will not be paid in addition to worker's compensation pay. Employees are expected to report all incidents to supervision immediately and must be reported no later than forty-five (45) days from date of incident.

#### **Section 16.5. Educational Leave**

An educational leave of absence may be granted unless it is determined that a hardship to the Employer will exist if the leave is granted, for a period not to exceed twelve (12) months for formal education which is related to an employee's current position or for which the Employer will benefit from the employee's formal education. The employee will be reinstated to an open equivalent position at the end of the educational leave if the employee reports for an assignment at least one (1) week prior to the date the leave ends.

### **Section 16.6. Jury Duty**

Employees required to serve on jury duty shall be compensated for time lost at their regular rate of pay. If compensation is earned as a juror said compensation shall be deducted from the regular rate of pay. If an employee is released from jury duty prior to the middle of their shift they shall return to work. If the employee works second shift and is on jury duty all day they should not be required to report for work.

### **Section 16.7. Personal Leave**

Employees will be permitted time off without loss of pay for sixteen (16) hours. If any employee has not used the personal leave during the year they will be added to the following year's vacation. If the personal leave is added to the vacation and the employee terminates his employment prior to his vacation eligibility date he will be paid for the personal leave upon termination. Personal leave shall be awarded on the employee's anniversary date of hire and shall be prorated as long as there is no adverse impact to the employees. Fraudulent reporting of compensation earned shall be cause for dismissal. Employees with fifteen (15) or more years of service shall receive thirty-two (32) hours of personal leave to be used in accordance with the preceding provisions.

### **Section 16.8. Maternity Leave**

Maternity will be treated as any other serious health condition. Employees who have provided medical verification for maternity leave must use all accumulated paid leave in excess of twelve (12) days of paid leave. However, the additional twelve (12) days or any portion thereof may be used for maternity leave at the employee's option.

## **ARTICLE XVII VACATIONS**

### **Section 17.1. Vacation Accrual**

Employees shall earn vacation based upon their years of service as of each anniversary date in accordance with the following schedule:

- a. Employees with less than four (4) years of continuous service-3.077 hours accrued for each full pay period worked-maximum of eight (80) hours of vacation pay.
- b. Employees with four (4) years of continuous service-4.6154 hours accrued for each full pay period worked-maximum of one hundred twenty (120) hours of vacation pay.
- c. Employees with more than nine (9) years of continuous service-6.154 hours accrued for each full pay period worked-maximum of one hundred sixty (160) hours of vacation pay.
- d. Employees with more than nineteen (19) years of continuous service-7.6923 hours accrued for each full pay period worked-maximum of two hundred (200) hours of vacation pay."

New employees of Rock Island County Court Servies shall have a ninety (90) day deferral period prior to being eligible to use vacation or other paid leave of absence. After the ninety (90) day deferral period, an employee (with supervisory approval) is eligible to use paid leave time, including accumulated vacation and sick leave.

The maximum allowable vacation balance shall be 240 hours. Vacation time accumulated beyond 240 hours after the ratification of this agreement will be forfeited. Earned vacation shall be paid to an employee upon their termination of employment with the County.

Upon ratification of this agreement up to 200 hours of combined vacation hours from available vacation time and accrued vacation time shall be placed in "Vacation Hours Available" and can be accessed at any time. This category can accumulate up to 240 hours of vacation time. Upon reaching the maximum available hours of 240, the employee will no longer earn vacation time until the amount available drops below 240 hours.

Upon ratification of this agreement employees with accrued and available vacation time totaling more than 200 hours will have an extra line on their check stub for "vacation bank". Vacation time in excess of 200 hours will be placed in the "vacation bank", and can be accessed at any time, but cannot be added to.

### **Section 17.2. Vacation Bidding**

Seniority shall prevail in the selection of one (1) vacation period of two (2) weeks. This selection shall occur prior to each fiscal year for the twelve (12) month fiscal year. All other vacation periods shall be awarded on a first come first serve basis, with seniority used only to determine vacation requests submitted on the same day.

## **ARTICLE XVIII HOLIDAYS**

Subject to the administrative and supervisory authority of the Illinois Supreme Court, the holidays shall be those days designated by the Chief Judge of the 14th Judicial Circuit in his yearly announcement, as may be amended. However, the number of holidays granted by the judge in the initial announcement shall not be diminished.

Employees called-out to work on Memorial Day, Independence Day, Labor Day, Thanksgiving or Christmas shall earn compensatory time at the rate of 2.5 hours for each hour of actual physical response time for response to calls after normal work hours. Less than two hours worked will be credited as two hours worked.

## **ARTICLE XIX WAGES**

### **Section 19.1. Wage Rates**

The wage rates for employees covered by this Agreement appear in Appendix "A" which is incorporated in and made part of this Agreement.

Merit Bonus Pay as it previously existed shall be discontinued effective 12/1/2008. Pursuant to regulations of the Administrative Office of the Illinois Courts the Employer may award reasonable merit bonuses to members of the bargaining unit. Prior to doing so, the employer will notify the Union; who may demand to bargain over such bonuses.

## **ARTICLE XX EVALUATIONS**

Each employee covered by this Agreement shall have their performance evaluated on an annual basis. Any employee hired after 12/1/99 or the date of execution of this Agreement shall receive evaluations on their anniversary date of hire. Evaluations shall comply with the standards established by the Administrative Office of the Illinois Courts. The evaluation shall be completed by the supervisor having the greatest first hand knowledge of the employee's work. This evaluation shall be completed and reviewed with the individual employee. The evaluated employee shall have the opportunity to comment on the evaluation and those comments shall be taken into consideration in the completion of the performance evaluation.

The employee evaluated shall sign the performance evaluation after review of the document with the evaluating supervisor. The employee's signature shall signify only that the employee has been given his or her performance evaluation. The employee shall have the opportunity to have written comments regarding the evaluation submitted with the evaluation for further review of court personnel and placed into the employee's permanent record.

In the event that the supervisor completing an employee's performance evaluation determines that he or she has insufficient knowledge of the employee's performance with regard to a particular objective, the supervisor shall gather all such pertinent reference materials and information necessary for completing the employee's performance evaluation.

Where standard objectives are applied to employees whose actual caseloads or workloads vary materially, the supervisor shall identify, document, and take into consideration the varying caseload and workload characteristics prior to and during the performance evaluation process.

The parties agree that in completing an employee's performance evaluation, bias and favoritism are to be avoided in every way possible.

It is further agreed that the performance evaluation system shall not be used as a subterfuge for the discipline provisions of this Agreement.

Evaluations may be grieved only if the cumulative score falls below that needed to meet standards of satisfactory performance and the issues raised in the grievance may result in raising the evaluation up to, or above, the minimum satisfactory performance score.

## **ARTICLE XXI HEALTH INSURANCE**

Health insurance benefits shall be provided to officers on the same basis and to the same extent that the County provides benefits under the Rock Island County Health Plan.

## **ARTICLE XXII GENERAL PROVISIONS**

### **Section 22.1. Training/Professional Development**

The Employer agrees to provide for training and the opportunity for employees to further develop their skills and potential. Such training shall consist of in-house as well as outside training courses and seminars of topics that are related to employee's classification.

### **Section 22.2. Use of Personal Vehicle**

If an employee is required to use their personal vehicle in the performance of their employment they shall be reimbursed at a rate as established by the Rock Island County Board for all Rock Island employees.

### **Section 22.3. Inoculations**

The Employer agrees to pay all expenses for inoculations, immunization shots or required medical tests for an employee and for members of the employee's family when such become necessary as a result of said employee's exposure to contagious diseases where said employee has been exposed to said disease in the line of duty.

### **Section 22.4. Bulletin Boards**

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

### **Section 22.5. Equipment**

The Employer shall provide the following equipment to employees:

ID/Badges

ID/Badges shall be issued to each employee as a one time cost to the Employer. Employees shall return furnished badges to the Employer upon termination of employment. ID/Badges not returned to the Employer after termination of employment will be charged to the employee and the actual cost of the badge may be deducted from the employee's final paycheck.

The parties agree that inappropriate use of equipment is a serious offense which may result in discipline, up to and including discharge.

#### **Section 22.6. Officer Training Program**

The parties agree to form a labor management committee to review and develop an officer training program.

#### **Section 22.7. Officer Safety**

The Employer shall take reasonable steps to protect employees during their working hours in the performance of their duties. Employees shall report employment conditions that may pose a risk to their safety to their supervisor in writing within 24 hours of discovery. In order to best accomplish the foregoing, the parties agree to establish a *Safety Review Committee*, consisting of up to three designated members from the local bargaining unit and three members of management. The committee will meet upon the request of either party as soon as practical to discuss safety matters.

Locally provided safety defense training shall be made available to probation officers provided the Employer in its sole discretion has designated that particular training class as suitable and acceptable.

#### **Section 22.8. Emergency Workplace Closures**

In the event it is necessary to close County workplace facilities due to inclement weather or an emergency situation, the parties agree to follow the policy as outlined in the Rock Island County Policy Manual, Section 206, addressing such closures (Attached as an appendix and incorporated into this Agreement).

### **ARTICLE XXIII SUBSTANCE ABUSE TESTING**

#### **Section 23.1. Statement of Policy**

It is the policy of the Employer that the public has the right to expect persons employed by the 14th Judicial Circuit to be free from the effects of drugs and alcohol. The Employer has the right to expect their employees to report for work fit and able for duty. The purpose of this policy shall be achieved in such a manner as to not violate any established rights of the employee.

## **Section 23.2. Prohibitions**

Employees shall be prohibited from:

- a. Consuming or possessing alcohol, cannabis/THC, or illegal drugs at any time during the work day or when on call or when performing home detention visits or anywhere on any Employer premises or job sites, including all Employer buildings, properties, vehicles and the employee's personal vehicle while engaged in Employer business;
- b. Illegally selling, purchasing or delivering cannabis/THC or any illegal drug, except as required in the line of duty;
- c. Being under the influence of alcohol, cannabis/THC or illegal drugs during the course of the work day;
- d. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

## **Section 23.3. Drug and Alcohol Testing Permitted**

Where the Employer has reasonable suspicion to believe that an employee is then under the influence of alcohol, cannabis/THC, or illegal drugs during the course of the work day, the Employer shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized in Section 8 below. The foregoing shall not limit the right of the Employer to conduct such test as it may deem appropriate for persons seeking employment prior to their date of hire.

## **Section 23.4. Order to Submit to Testing**

At the time an employee is ordered to submit to testing authorized by this Agreement, the Employer shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted a reasonable opportunity, not to exceed one hour, to consult with a representative of the Council at the time the order is given. No questioning of the employee shall be conducted without first affording the employee the right to Council representation and/or legal counsel. Refusal to submit to such testing shall subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

## **Section 23.5. Tests to be Conducted**

In conducting the testing authorized by this Agreement, the Employer 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 Substance Abuse and Mental Health Services Administration (SAMHSA).

- b. Insure that the laboratory or facility selected conforms to all SAMHSA standards;
- c. Establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- d. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- e. Collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;
- f. Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent, or better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites;
- g. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Chief Managing Officer within seventy-two (72) hours of receiving the results of the tests;
- h. Require that the laboratory or hospital facility report to the Employer 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 employee's interests;
- i. Require that 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 .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive;
- j. Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- k. Insure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

### **Section 23.6. Right to Consent**

The Council and/or the employee, with or without the Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or 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 have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Council.

### **Section 23.7. Voluntary Requests for Assistance**

The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Employer may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Employer shall make available through appropriate agencies a means by which the employee may obtain 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 employee's interests, except reassignment as described above.

### **Section 23.8. Discipline**

Use of illegal controlled drugs or cannabis/THC at any time while employed by the Employer, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty shall be cause for discipline, up to and including termination, subject to confirmation by the grievance and arbitration procedure of this Agreement. While all such disciplinary issues shall be subject to the jurisdiction of the arbitrator, all other issues relating to the drug and alcohol testing process (e.g., whether there is probable cause for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.

Nothing in this Section shall be construed to prevent an employee from:

- a. Asserting, or the arbitrator from considering, that there should be treatment in lieu of discipline in any disciplinary proceeding, or
- b. Contesting any discipline that may be imposed under applicable federal or state discrimination laws.

The Employer understands that alcohol and drug addiction is considered a disease by the American Medical Association. The Employer may, in

disciplining an employee with a drug or alcohol problem, consider this point as well as the employee's willingness to seek help for the addiction.

In the first instance that an employee tests positive on both the initial and the confirmatory test for drugs or is found to be under the influence of alcohol, and for whom the Employer or arbitrator has deemed appropriately should undergo treatment in lieu of, or in addition to, some disciplinary action, and all employees who voluntarily seek assistance with drug and/or alcohol related problems, shall be subject to the following conditions:

- a. The employee agreeing to appropriate treatment as determined by the physician(s) involved;
- b. The employee discontinues his use of illegal drugs, cannabis/THC, or abuse of alcohol;
- c. The employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- d. The employee agrees to submit to random testing during hours of work during the period of "after-care"

Employees who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs, cannabis/THC, or alcohol 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 the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of a police employee 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 accumulated paid leave or take an unpaid leave of absence pending treatment.

The foregoing shall not limit the Employer's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Employees who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the employees' ability to perform his/her normal duties may be temporarily reassigned with pay to other more suitable duties.

## **ARTICLE XXIV 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 XXV DURATION**

### **Section 25.1. Term of Agreement**

This Agreement shall be effective from December 1, 2024, and shall remain in full force and effect until November 30, 2027. It shall continue in effect from year to year thereafter unless notice to amend or modify this Agreement is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding 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 25.2. 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 or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties. Wages shall neither be increased nor decreased during such an interim period.

## **ARTICLE XXVI MAINTENANCE OF STANDARDS**

All economic benefits and work practices which are not set forth in this Agreement and are currently in effect shall continue and remain in effect. Should the Employer desire to change either an economic benefit or work practice provided by this Article, the Employer agrees to notify the Council at least fourteen (14) days prior to the change. Any changes shall be consistent with the provisions of this Agreement with regard to the making of any such change.

**APPENDIX A - WAGES**

**COMPENSATORY PLAN**  
**ROCK ISLAND COUNTY COURT SERVICES**

Step	Current		FY 2025		FY 2026		FY 2027	
	Annual	Hourly	12/1/2023	5.00%	12/1/2024	3.25%	12/1/2025	3.25%
Probation Officer	Annual	Hourly	12/1/2023	5.00%	12/1/2024	3.25%	12/1/2025	3.25%
Start/Prob.	\$46,119.43	\$22.17	\$48,425.40	\$23.28	\$49,999.23	\$24.04	\$51,624.20	\$24.82
1	\$47,503.01	\$22.84	\$49,878.16	\$23.98	\$51,499.20	\$24.76	\$53,172.93	\$25.56
2	\$48,928.10	\$23.52	\$51,374.51	\$24.70	\$53,044.18	\$25.50	\$54,768.12	\$26.33
3	\$50,395.95	\$24.23	\$52,915.74	\$25.44	\$54,635.51	\$26.27	\$56,411.16	\$27.12
4	\$51,907.82	\$24.96	\$54,503.22	\$26.20	\$56,274.57	\$27.06	\$58,103.49	\$27.93
5	\$53,465.06	\$25.70	\$56,138.31	\$26.99	\$57,962.81	\$27.87	\$59,846.60	\$28.77
6	\$55,069.01	\$26.48	\$57,822.46	\$27.80	\$59,701.69	\$28.70	\$61,642.00	\$29.64
7	\$56,721.08	\$27.27	\$59,557.14	\$28.63	\$61,492.74	\$29.56	\$63,491.26	\$30.52
8	\$58,422.71	\$28.09	\$61,343.85	\$29.49	\$63,337.52	\$30.45	\$65,395.99	\$31.44
9	\$60,175.40	\$28.93	\$63,184.17	\$30.38	\$65,237.65	\$31.36	\$67,357.87	\$32.38
10	\$61,980.66	\$29.80	\$65,079.69	\$31.29	\$67,194.78	\$32.31	\$69,378.61	\$33.36
11	\$63,840.08	\$30.69	\$67,032.08	\$32.23	\$69,210.62	\$33.27	\$71,459.97	\$34.36
12	\$65,755.28	\$31.61	\$69,043.04	\$33.19	\$71,286.94	\$34.27	\$73,603.77	\$35.39
13	\$67,727.94	\$32.56	\$71,114.33	\$34.19	\$73,425.55	\$35.30	\$75,811.88	\$36.45
14	\$69,759.78	\$33.54	\$73,247.76	\$35.22	\$75,628.32	\$36.36	\$78,086.24	\$37.54
15	\$71,852.57	\$34.54	\$75,445.20	\$36.27	\$77,897.17	\$37.45	\$80,428.82	\$38.67

## APPENDIX A WAGES (continued)

- a. Effective 12/01/2024, each step of the current wage scale shall be increased by 5.00%.
- b. Effective 12/01/2025 each step of the wage scale shall be increased by 3.25%.
- c. Effective 12/01/2026 each step of the wage scale shall be increased by three 3.25%.

All wages are fully retroactive to their effective dates. Retroactive wages shall be issued on a separate check from the employee's regular paycheck.

### WAGE MATRIX PLACEMENT & MOVEMENT:

The Employer may at its discretion place new employees upon their date of hire above the starting rate of pay based on the new employee's education or prior probation experience. If the Employer hires the new employee above the starting rate of pay, the new employee's rate of pay may not exceed Step 2 for the new employee's education and Step 5 for the new employee's probation experience. Employees, on their anniversary dates and contingent on the employee having received an evaluation which meets standards of satisfactory performance on their evaluation preceding the employee's anniversary, will advance to the next step in the wage scale upon completion of each year of service until the employee reaches the top step. Steps are numbered for identification purposes and do not necessarily reflect years of service of the employee. Employee hired before December 1, 1999 shall continue to receive increases annually on or about December 1.

### LONGEVITY BONUS:

Employees with twenty or more years of service will receive, in addition to their base wages, an annual lump sum longevity bonus equal to three (3.00%) percent of their base wages on their anniversary date. The longevity bonus shall be issued on a separate check from the employee's regular paycheck.

**APPENDIX B - DUES AUTHORIZATION FORM**

**ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL  
974 CLOCK TOWER DRIVE  
SPRINGFIELD, ILLINOIS 62704**

I, \_\_\_\_\_ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, \_\_\_\_\_ (insert your name), hereby authorize my Employer, \_\_\_\_\_ (insert Employer name), to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

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

Signed: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Personal E-mail: \_\_\_\_\_

Employment Start Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Employer, please remit all dues deductions to:**

Illinois Fraternal Order of Police Labor Council  
Attn: Accounting  
974 Clock Tower Drive  
Springfield, Illinois 62704  
(217) 698-9433

*Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.*

## **APPENDIX C - GRIEVANCE FORM**

(use additional sheets where necessary)

Lodge/Unit No.:	Year:	Grievance No.:		
		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)/Sections(s) violated: \_\_\_\_\_, and all applicable Articles \_\_\_\_\_

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

Remedy Sought: \_\_\_\_\_, in part and in whole, make grievant(s) whole.

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

Grievant's Signature

FOP Representative Signature

### **EMPLOYER'S RESPONSE**

Employer Representative Signature

Position

Person to Whom Response Given

Date

### **STEP TWO**

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

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

Grievant's Signature

FOP Representative Signature

### **EMPLOYER'S RESPONSE**

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No.:

Year:

Grievance No.:

### STEP THREE

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

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

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

Grievant's Signature

FOP Representative Signature

### EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

### STEP FOUR

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

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

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

Grievant's Signature

FOP Representative Signature

### EMPLOYER'S 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



**LETTER OF AGREEMENT**

The parties agree to form a labor-management committee to explore alternatives to the present system of scheduling. Once the committee has agreed upon a system it shall be implemented as a pilot project for a period of six months, during which time, subject to mutual agreement the parties may adjust the program as to make it more successful. If no plan is agreed upon and the six (6) month pilot program has not been completed by February 1, 2007, the Union may demand the collective bargaining agreement be open for negotiation over this matter.

Whatever program is devised, unless there is mutual agreement to the contrary, officers who work with "Girls Group" and "VIP" and "Perpetrators will not be required to flex their schedules with these committees.

## **APPENDIX D - WORKPLACE CLOSURES**

### **Rock Island County Policy Regarding Closing of County Facilities During Inclement Weather and Emergency Situations**

#### **Section 206**

From time to time in the Quad-City Area, the need arises to close County facilities due to inclement weather. It shall be the policy of Rock Island County that any and all facility closings due to inclement weather shall be made by agreement of the Chairman of the County Board, the Sheriff of Rock Island County, and the Chief Judge of the 14<sup>th</sup> Judicial Circuit.

Determination of closure shall be based on, but not limited to: amount of snow received; condition of area roads; ability of staff to safely travel to and from County facilities; clearing of all County parking facilities; and potential danger from the weather conditions.

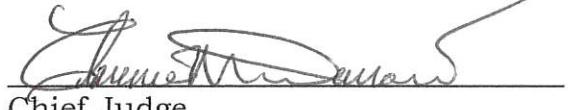
In the event of an emergency situation, determination of closure shall be made by the appropriate department head or elected official with concurrence of the County Board Chairman and/or Sheriff of Rock Island County. All facilities may not be closed during an emergency situation; depending on the severity. An emergency situation is defined as no electricity, no water, or other catastrophic incident.

Employees of Rock Island County, unless stated otherwise under a bargaining agreement or determined otherwise by the County Board Chairman, will be required to use a source of paid benefit time during any closure of facilities. The source of benefit time will be decided by the employee. If an employee does not have a paid source of benefit time, the employee will receive no pay for hours not worked during the closure of facilities. Employees who were scheduled off for vacation, comp time, sick time, workers compensation, etc., or not scheduled to work will not receive compensation for the time the facilities were closed. Employees who are required to work (such as Correctional Officers, Zoo employees, Deputies, Public Works employees and Oak Glen Home staff) due to twenty-four hour coverage necessities, public safety, or care of residents, animals or facilities, shall be compensated according to hours worked with no additional compensation.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 15 day of April 2025.

FOR THE EMPLOYER:



Chief Judge

FOR THE LABOR COUNCIL:

  
4/4/2025

Field Representative  
Illinois FOP Labor Council

  
Georgia Johnson

Bargaining Unit Chairman

  
Daniel DeLo

Bargaining Committee Member

  
Sarah Hensley

Bargaining Committee Member