

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CHIEF JUDGE OF THE SEVENTH JUDICIAL CIRCUIT

AND

ILLINOIS FRATERNAL ORDER OF POLICE

ON BEHALF OF EMPLOYEES OF THE

MACOUPIN COUNTY PROBATION DEPARTMENT

Effective: September 1, 2014 - August 31, 2017

TABLE OF CONTENTS

Agreement.....5
Preamble.....6
Article 1 - Recognition.....7
Article 2 - Management Rights.....8
Article 3 - Non-Discrimination.....10
 Section 3.1 Prohibition Against Discrimination
 Section 3.2 Union Membership
Article 4 - No Strike - No Lockout.....11
 Section 4.1 Strike Prohibited
 Section 4.2 Prohibition of Union Participation
 Section 4.3 Resumption of Operations
 Section 4.4 Discipline of Strikers
 Section 4.5 No Lockout
 Section 4.6 Employer's Judicial Remedies
Article 5 - Discipline.....13
 Section 5.1 Definition
 Section 5.2 Just Cause
 Section 5.3 Pre-Disciplinary Meeting
 Section 5.4 Notification & Measure of Disciplinary
 Section 5.5 Suspension Pending Charge
 Section 5.6 Review of Discipline
Article 6 - Dispute Resolution & Grievance Procedure.....18
 Section 6.1 Definition of A Grievance
 Section 6.2 Dispute Resolution
 Section 6.3 Representation
 Section 6.4 Subject Matter/Settlement
 Section 6.5 Time Limitation
 Section 6.6 Grievance Processing
 Section 6.7 Grievance Meetings
 Section 6.8 Steps in Procedure
Article 7 - Labor - Management Conferences.....23
 Section 7.1 Labor-Management Conferences
 Section 7.2 Integrity of the Grievance Procedure
 Section 7.3 Attendance at Labor-Management Conferences
 Section 7.4 Reports & Recommendations
Article 8 - Layoff & Recall.....25
 Section 8.1 Layoff
 Section 8.2 Recall
Article 9 - Personnel Files.....26
Article 10 - Hours & Overtime.....27
 Section 10.1 Work Week
 Section 10.2 Overtime
 Section 10.3 On Call Pay
 Section 10.4 Call - Out Pay
 Section 10.5 Training Travel
 Section 10.6 Overtime Authorization
 Section 10.7 Break Periods

Article 11 - Seniority	30
Section 11.1 Definition	
Section 11.2 Probationary Period	
Section 11.3 Seniority List	
Section 11.4 Termination of Seniority	
Section 11.5 Seniority While on Leave	
Article 12 - F.O.P. Labor Council Representatives.....	32
Section 12.1 Authorized Representatives	
Section 12.2 Number of Council Representatives	
Section 12.3 Time Sheets	
Section 12.4 Attendance at Council Meetings	
Section 12.5 Grievance Procedure	
Section 12.6 Convention Delegates	
Section 12.7 Bulletin Boards	
Article 13 - Safety Issues.....	34
Article 14 - Dues Deduction & Fair Share.....	35
Section 14.1 Dues Deduction	
Section 14.2 Fair Share	
Section 14.3 Membership List	
Section 14.4 Indemnification	
Article 15 - Leaves of Absence.....	37
Section 15.1 Bereavement Leave	
Section 15.2 Jury Duty	
Section 15.3 Unpaid Leave	
Section 15.4 Injury Leave	
Section 15.5 Sick Leave	
Section 15.6 Personal Leave	
Article 16 - Indemnification.....	40
Article 17 - Vacations.....	41
Section 17.1 Length of Vacation	
Section 17.2 Time of Vacation	
Article 18 - Holidays.....	42
Article 19 - Wages & Mileage.....	43
Section 19.1 Base Pay Wage Increase	
Section 19.2 Longevity	
Section 19.3 Performance Based Increases	
Section 19.4 Performance Evaluation Scores	
Section 19.5 Minimum Salaries	
Section 19.6 Mileage	
Article 20 - Health Benefits.....	45
Article 21 - Evaluations.....	46
Article 22 - Substance Abuse Testing.....	47
Section 22.1 Prohibitions	
Section 22.2 Over-the-Counter/Prescription Drugs	
Section 22.3 Type of Testing	
Section 22.4 Order to Take Test	
Section 22.5 Tests to be Conducted	
Section 22.6 Results	
Section 22.7 Right to Contest	

Section 22.8 Voluntary Request for Assistance

Section 22.9 Discipline

Article 23 - Savings.....	51
Article 24 - Inclement Weather.....	52
Article 25 - Duration of Agreement.....	53
Signature Page.....	54
Letter of Agreement Regarding Casual Dress.....	55

AGREEMENT

This agreement is entered into by and between the Chief Judge of the Seventh 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 and Probation Secretaries working in Macoupin County (hereinafter referred to as the "Council").

PREAMBLE

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

WHEREAS, it is the purpose of the Agreement to set for the wages, hours, and other conditions of employment, to establish a peaceful procedure for the resolution of disputes, and to effectuate the public policy of the State of Illinois in favor of the self-organization of employees for mutual aid and protection; and

WHEREAS, the parties recognize the constitutional 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 and inherent powers of the Judicial Branch; and

WHEREAS, the parties recognize the central role of the Chief Judge 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 and agree as follows:

ARTICLE 1
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-96-32:

Included: All Adult and Juvenile Probation Officers and Probation Secretaries working in Macoupin County.

Excluded: Supervisory, managerial and confidential employees of the Employer, and all other employees excluded under the Illinois Public Labor Relations Act.

ARTICLE 2
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, and subject to the Illinois Public Labor Relations Act, 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 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;
- (L) 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; and,
- (R) to take whatever action is necessary to carry out the functions of the Judiciary in emergency situations.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 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. Complaints of discrimination shall be filed through the appropriate state or federal agency and shall not be subject to the grievance and arbitration provisions of this Agreement. The Employer will continue to provide equal opportunity for all employees, and develop and apply equal employment practices.

Section 3.2 Union Membership

Neither the Employer nor the Union shall interfere with the right of employees covered by the 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 4
NO STRIKE - NO LOCKOUT

Section 4.1 Strike Prohibited

Neither the Council nor any employee will call, initiate, authorize, participate in, sanction, encourage or ratify any strike, sit-in, slowdown, sympathy strike, cessation or 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 whomever established.

Section 4.2 Prohibition of Union Participation

The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, cessation, or stoppage or interruption of work, boycott, sympathy strike, or other interference with the operations of the Employer, or ratify, condone or lend support to any such conduct or action.

Section 4.3 Resumption of Operations

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

Section 4.4 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 4.5 No Lockout

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

Section 4.6 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 5
DISCIPLINE

Section 5.1 Definition

The parties recognize the principal 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, and
- (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 5.2 Just Cause

Disciplinary action may be imposed upon a non-probationary 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 5.3 Pre-Disciplinary Meeting

For discipline other than oral or written reprimands, prior to imposing the contemplated measure of discipline upon the employee, the Employer 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.

Employees shall be entitled to Council representation if so requested by the employee, and the employee and Council representative shall be given the opportunity to rebut or clarify the reasons for such discipline. If the employee does not request Council representation, a Council representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings, unless such presence is objected to by the employee. Pre-disciplinary meetings shall be conducted during an employee's normal hours of work.

Section 5.4 Notification & Measure of Disciplinary Action

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

(b) An employee shall be entitled to the presence of a Council representative at any interview during the 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.

(c) Employees shall be given notice by the Employer when a formal, written warning or other discipline document 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 an employee's personnel file. Upon receipt of such copy, the employee shall acknowledge such receipt by initialing and dating the original.

The employee's acknowledgment of receipt shall not be interpreted as agreeing to the appropriateness of the disciplinary document nor its placement in the employee's

personnel file. Should the employee refuse to acknowledge receipt of their copy, the supervisor shall indicate this on the original, enter the date of refusal, and file the disciplinary documentation in the employee's personnel file as though the employee had acknowledged receipt.

Section 5.5 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, subject to the determination by the Employer of appropriate discipline.

Section 5.6 Review of Discipline

Subject to the limitations noted below, nothing contained in this Article, nor any actions taken thereafter, nor any discipline imposed upon an employee, nor any just cause, due process or contractual defense shall be subject to the grievance or arbitration procedures of this Agreement. This prohibition shall not apply to the following disciplinary actions: suspensions of more than 30 days, cumulative suspension of more than 45 days, and discharges, may be reviewed in accordance with the following procedure:

Step 1. The employee shall submit to the Chief Managing Officer a written statement that explains why they feel the disciplinary action taken was too severe and that requests specific relief. The Chief Managing Officer shall meet with the employee and Council, unless specifically waived by the employee, within five (5) working days to discuss the issue.

The Chief Managing Officer may grant or deny the relief sought either in part or in total and shall provide the employee written response of action taken. The employee retains the option to proceed to Step 2, if he/she desires. The Employee shall acknowledge receipt of the Chief Managing Officer's

response and shall indicate whether or not further review (Step 2) is requested.

Step 2. If the employee is not satisfied with action taken at Step 1, the matter shall be submitted to the Trial Court Administrator within five (5) working days after receipt of the decision of the Chief Managing Officer. The Trial Court Administrator shall meet with the employee and Council, unless specifically waived by the employee, within five (5) working days or as soon thereafter as possible. The Trial Court Administrator shall consider all previous written material and the employee shall be given the opportunity to present any additional matters he/she feels are relevant. The Trial Court Administrator shall respond in writing to the employee within ten (10) working days following the meeting.

Step 3. If the employee is not satisfied with action taken at Step 2, the matter shall be submitted to the Presiding Judge of the County within five (5) working days after receipt of the decision of the Trial Court Administrator. The Presiding Judge of the County or his/her designee shall meet with the employee and Council, unless specifically waived by the employee, within five (5) working days or as soon thereafter as possible. The Presiding Judge or his/her designee shall consider all previous written material and the employee shall be given the opportunity to present any additional matters he/she feels are relevant. The Presiding Judge or his/her designee shall respond in writing to the employee within ten (10) working days following the meeting.

Step 4. If the employee is not satisfied with action taken in Steps 1, 2 or 3, the matter may be submitted to the Chief Circuit Judge within ten (10) working days of receipt of response in Step 3. The Chief Circuit Judge or his/her designee shall be provided all previous written material.

The Chief Circuit Judge or his/her designee shall provide the employee and Council, unless specifically waived by the employee, an opportunity to meet to discuss the matter within five (5) working days or as soon thereafter as possible. The Chief Circuit Judge or his/her designee shall consider all matters presented and render a written decision within fifteen

(15) working days following the meeting. The decision of the Chief Judge (or designee) is final and binding on the employee and Council.

ARTICLE 6
DISPUTE RESOLUTION & GRIEVANCE PROCEDURE

Section 6.1 Definition of a Grievance

Except as provided below, 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. Disciplinary matters other than suspensions of more than 30 days, cumulative suspensions of more than 45 days, and discharges shall not be subject to provisions of this Article.

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 the immediate supervisor within ten (10) working days of the date on which the employee knew or reasonable should have known of the event giving rise to the complaint. The supervisor will notify the employee of the decision within ten (10) 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 task, 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 employee's 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 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 a 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 receiving permission from his/her supervisor. The supervisor shall not withhold permission unreasonably. In the event of a grievance, the employee shall always perform his or her assigned work task 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, Step 2 or Step 3 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

Grievances arising under this Article shall be resolved as follows:

Step 1: Trial Court Administrator

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 form mutually agreed to (attached as Appendix C) and present it to the Trial Court Administrator no later than five (5) working days after the employee was notified of the decision of the supervisor. Within ten (10) working days after the grievance has been submitted, the Trial Court Administrator shall meet with the grievant and the Council representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Trial Court Administrator shall respond in writing to the grievant within ten (10) working days following the meeting.

Step 2: Presiding Judge of Macoupin County

If the grievance is not settled at Step 1 the grievance may be referred to the Presiding Judge of Macoupin County in writing, within five (5) working days after the decision of the Trial Court Administrator. Within ten (10) working days after the grievance has been filed, the Presiding Judge 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 Presiding Judge or his/her designee shall respond in writing to the grievant within ten (10) 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 Presiding Judge of Macoupin County to the Chief Judge of the Seventh 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) 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 expense of its witnesses. Once 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 7

LABOR-MANAGEMENT CONFERENCES

Section 7.1 Labor Management Conferences

The Council and Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Council representatives and the administrative representatives of the Employer. These meetings shall be held at mutually agreed times and locations. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management" conference and providing a written agenda for such meeting. Such notice may be waived by mutual consent of the parties. Such meetings shall be limited to:

- a. Discussion of the implementation and general administration of this Agreement.
- b. A sharing of general information of interest to the parties.
- c. Discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding future grievances.
- d. Items concerning safety issues.

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

Section 7.2 Integrity of the Grievance Procedure

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure.

Grievances being processes 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 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 7.3 Attendance at Labor-Management Conferences

Supervisory approval must be obtained when attending "labor-management conferences" during working hours. Council members attending such conferences shall be limited to two (2) on-duty employees. Travel expenses associated with "labor-management conferences" shall be the responsibility of the employee.

Section 7.4 Reports and Recommendations

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

ARTICLE 8
LAYOFF AND RECALL

Section 8.1 Layoff

The Employer in its discretion shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily occur 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) Volunteers whose departure would not in management's opinion unduly diminish the department's efficiency
- (b) Temporary and/or seasonal employees;
- (c) Part-time employees;
- (d) Probationary employees; and
- (e) In the event of further reductions in force, 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 8.2 Recall

Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled. Employees who are eligible for recall and notice of recall shall be given fourteen (14) calendar days notice of recall. The Employer shall be deemed to have fulfilled its obligations upon providing notice of recall by either personal notification or by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Chief Judge of any change of address. The employee must notify the Employer of his or her intention to return within three (3) working days after receiving notice of the recall.

ARTICLE 9
PERSONNEL FILES

Upon request of any employee, the Employer shall reasonably permit an employee to inspect their own 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 of the reasonable costs of copying;

(c) Such inspection shall occur at a mutually agreeable time during the normal business hours of the Macoupin County Probation Department, Monday through Friday upon reasonable request;

(d) Upon written authorization by requesting employee, in cases where such employee has a written grievance pending, and is inspecting their own 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 the employee's personnel file subject to the procedures contained in this Article;

(e) Pre-employment information, such as reference reports, credit checks or information provided the Employer with a specific request that it remain confidential, shall not be subject to inspection by the employee or Council.

ARTICLE 10
HOURS AND OVERTIME

Section 10.1 Work Week

Employees are required to work thirty-seven and one half (37.5) actual working hours per week. The work week shall begin on Saturday and end on Friday. All employees will complete time sheets for submission to the Employer as per present practice. Employees will work primarily between 8:30 a.m. and 4:30 p.m., Monday through Friday, but are not precluded from scheduling early morning, evening or Saturday appointments in order to meet the needs of the clients without creating an overtime situation. Employees will not be required to meet with clients in the probation offices without other employees present. In such event, employees may begin their workday at a later starting time or end their workday at an earlier time, or otherwise take equivalent time off during the work week as defined above. Scheduling will occur during the preceding week. Flexing a schedule will require the approval of the Chief Probation Officer. Schedules will not be flexed after a work week has begun unless by mutual agreement of the employee and the Employer.

Current employees will not be required to work Saturdays, Sundays, or split shifts. The adult sex offender officer and the juvenile intake officer may be required to work on Saturdays. Unless otherwise agreed, when required to work on Saturday, the adult sex offender officer will be given all of Sunday and all of Monday off, and will be required to work longer hours on workdays between Tuesday and Friday to fulfill the 37.5 work hour work week requirement. Unless otherwise agree, when required to work on a Saturday, the juvenile intake officer shall be allowed to take an equivalent amount of time off during the following Monday through Friday.

Section 10.2 Overtime

No overtime shall be performed without the express consent of a supervisor. Employees shall receive compensation for all authorized overtime hours worked.

Overtime shall be calculated at a rate of one hour for each authorized hour worked between 37.6 and 40 hours per week and at a rate of 1 ½ hours for each authorized hour worked in excess of forty (40) hours in a work week. Such compensation may be in the form of pay or compensatory time. It shall be the option of the employee to choose the manner of overtime compensation provided the employees have not collectively received more than four thousand dollars (\$4000) pay for overtime worked per fiscal year. Once four thousand dollars (\$4000) has been expended to compensate authorized overtime, any additional overtime worked shall be compensated by compensatory time.

Any compensatory time earned shall be taken at a mutually agreeable time, within six months of the credit accruing, and at a time convenient to the employee and consistent with the operating needs of the Employer. If not so taken, the Employer will assign time off following passage of the six month period. Compensatory time may be accrued up to 40 hours. Compensatory time accrued in excess of 40 hours shall be assigned by the Employer.

Section 10.3 On Call Pay

Employees required to perform on-call duty shall receive four "pager days" per fiscal year in lieu of any other compensation. There shall be no carryover of pager days, except for fiscal years 2004-2005 and into 2005-2006 when two pager days will be allowed to be carried over into 2005-2006, and must be used within the first 3 months of 2005-2006. September, October, November.

Section 10.4 Call-Out Pay

An employee who is called out to work during an off-duty period will be compensated at the minimum rate of two hours at time and one-half, or at time and one-half for actual hours worked, whichever is greater.

Section 10.5 Training Travel

Time spent in travel to and from mandated training will be considered time spent on-duty and will be treated as hours worked.

Section 10.6 Overtime Authorization

All overtime worked in accordance with the above provisions must be authorized by the Chief Managing Officer. Overtime shall be given to an employee for such services actually performed with proper authorization.

Section 10.7 Break Periods

Lunch breaks and other breaks shall be given as per past practice. Lunch breaks of one hour will be allowed.

ARTICLE 11

SENIORITY

Section 11.1 Definition

Unless otherwise defined herein, seniority shall, for purposes of this Agreement, be defined as an employee's length of continuous full-time service with the Chief Judge in the Macoupin County Probation Office since the employee's last date of hire.

Section 11.2 Probationary Period

All newly hired employees shall serve a probationary period of six (6) months. However, management may in its discretion extend the probationary period an additional six months upon notice to the employee. In such event, management must give written notice to the employee of the specific reasons for extending the probationary period. No matter concerning the layoff or termination of a probationary employee shall be subject to the grievance procedure of this Agreement. An employee serving a probationary period shall not have any seniority until the probationary period has been completed, at which time, the employee shall be granted seniority from his or her date of hire.

Section 11.3 Seniority List

The Employer and Union shall agree upon a seniority list setting forth the present seniority dates for all employees covered by this Agreement which shall become effective on the date of execution of this Agreement. Such lists shall finally resolve all questions or 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 11.4 Termination of Seniority

Seniority shall be terminated when an employee:

- (a) resigns or otherwise quits;
- (b) leaves employment with the Chief Judge to be

employed in another office within Macoupin County;

- (c) is discharged for just cause;
- (d) retires;
- (e) is laid off pursuant to the provisions of the applicable Agreement for a period of twenty-four months;
- (f) is absent for three (3) scheduled work days without proper notification or authorization; or
- (g) fails to return to work at the conclusion of an approved leave of absence.

Section 11.5 Seniority While on Leave

Employees will not accrue seniority credit for time spent on authorized unpaid leave of absence. Vacation, sick leave, holidays and other similar benefits will not be earned while on unpaid leave of absence.

ARTICLE 12

F.O.P. LABOR COUNCIL REPRESENTATIVES

Section 12.1 Authorized Representatives

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

Section 12.2 Number of Council Representatives

There shall be a total of two (2) local Council representatives for the Macoupin County Probation bargaining unit. For grievance meetings, hearings, or arbitrations, the Labor Council may have one local representative released from duty with pay if such meetings are held during working hours. For contract negotiations, the Employer will release from duty two local representatives if negotiations are held during working hours. Whether local representatives are released from work with or without pay for contract negotiations which are held during working hours shall be determined prior to the start of such negotiations. The Employer will be notified as to the identity of such local Council representatives.

Section 12.3 Time Sheets

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

Section 12.4 Attendance at Council Meetings

Subject to the need for orderly scheduling and emergencies, the Employer agrees that the elected officials of the Lodge shall be permitted reasonable time off, without pay or to take accrued time off (with the exception of sick leave) to attend general, board or special meetings of the Council, provided that at least seventy-two (72) hours notice of such meetings shall be given in writing to the Chief Managing Officer, and provided

further that the names of the officials and officers shall be certified in writing to the Employer and that such requested time off does not interfere with the operational needs of the Employer.

Section 12.5 Grievance Procedure

Reasonable time during working hours shall be permitted, without loss of pay, the Council representative, subject to approval of the Chief Managing Officer, for the purpose of aiding or otherwise representing employees in the handling and processing of grievances as set forth in this Agreement.

Section 12.6 Convention Delegates

Any employee(s) chosen as delegate(s) to an F.O.P./Labor Council State or National Conference may, upon written application approved by the Council and submitted to the Employer with at least fourteen (14) days notice, be given a leave of absence without pay for a period of time to attend such Conference, subject to the approval of the Chief Managing Officer, and subject to the operational needs of the office. This period of time shall not exceed one (1) week. The employee may utilize existing vacation or compensatory time in lieu of such unpaid leave.

Section 12.7 Bulletin Boards

The Employer shall make available space on bulletin boards for the posting of official Council notices of a non-political and/or non-inflammatory nature. The Council shall limit the posting of notices to such bulletin boards.

ARTICLE 13
SAFETY ISSUES

No employees shall be required to use any equipment that has been designated by the Employer as being defective because of a disabling condition unless the disabling condition has been corrected. The Employer shall take all reasonable steps to protect employees during working hours in the performance of their duties.

ARTICLE 14

DUES DEDUCTION AND FAIR SHARE

Section 14.1 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 14.2 Fair Share

Any present employee who is not a member of the Council shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Council dues) of the cost of the collective bargaining process, contract administration in pursuing matters effecting wages, hours of work, and other conditions of employment, but not to exceed the amount of dues uniformly required of members.

All employees in the bargaining unit hired on or after the effective date of this Agreement and who have not made application for membership, on or after the thirtieth (30th) day of their hire will also be required to pay a fair share as defined above. The Employer shall with respect to any employee in whose behalf the Employer has not received a written authorization as provided for above, the Employer shall deduct from the wages of the employee, the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount the Council on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

(a) The Council has certified to the Employer that the affected employee has been delinquent in his or her obligations for at least thirty (30) days;

(b) The Council has certified to the Employer that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article, and that the employee has been advised by the Council of the manner in which the Council has calculated their fair share fee;

(c) The Council has certified to the Employer that the affected employee has been given a reasonable opportunity to prepare and submit objections to the payment and has been afforded an opportunity to have the said objections adjudicated before an impartial arbitrator assigned by the employee and the Council for the purpose of determining and resolving any objections the employee may have to the fair share fee.

Section 14.3 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 as well as those employees, if any, that are paying a fair share obligation.

Section 14.4 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 15
LEAVES OF ABSENCE

Section 15.1 Bereavement Leave

The Employer agrees to provide to an employee leave without loss of pay as a result of death in the immediate family in accordance with the following schedule:

Three working days: An employee's spouse, children, (including legally adopted, **foster**, and step children) parents, siblings, including step-relations, father-in-law, mother-in-law, sister or brother-in-law, grandparents and grandchild.

One working day: An employee's grandparents-in-law and son-in-law or daughter-in-law, aunt, uncle, nephew, niece, cousin.

In conjunction with these bereavement days, employees may use up to two days of accrued sick leave to supplement such bereavement leave, provided that no such leave shall be longer than 5 working days. Employees are required to notify their immediate supervisor prior to taking bereavement time off.

Section 15.2 Jury Duty

An employee serving jury duty shall be compensated as follows: the Employer shall pay an employee serving jury duty his/her normal pay and the employee shall turn over to the Employer any pay received for services rendered as a juror as long as the pay is not greater than the employee's regular pay.

Section 15.3 Unpaid Leave

Unpaid leave of absence may be granted by the Chief Managing Officer to employees who have used their sick leave for continued sickness or disability, or for other good cause shown by the employee. The length of an unpaid leave of absence is at the discretion of the Chief Managing Officer, but may be granted with the goal of maintaining department services. Vacation time shall be granted on the basis of time employed, not counting the leave of absence, but no vacation or sick time shall be granted for time on unpaid leave of absence.

Section 15.4 Injury Leave

Employees injured while in the performance of their duties shall be compensated according to the provisions of applicable Illinois law.

Section 15.5 Sick Leave

Employees covered by this Agreement shall earn ten (10) sick days leave per year commencing with the first year of employment. This leave may accumulate up to a maximum of ninety-five (95) days.

Employees shall not be compensated for accumulated unused sick leave upon termination of employment. When an employee retires from service with the Employer and formally qualifies for retirement under IMRF and the employee has accumulated unused sick leave, the Employer will buy back all or a part of his or her accumulated unused sick leave at a rate of one days pay for each five (5) days of unused sick leave. Any unused sick days the Employer does not buy back may be credited to the employee's total IMRF service credit in accordance with IMRF rules.

Sick leave 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 practitioner. Employees shall be entitled to use sick leave for a period of three (3) successive days without submitting a physician's certificate attesting to the illness, but such certificates may be required before sick leave pay can be claimed for any period in excess of three successive days.

An employee with accrued sick leave may use up to ten (10) days of sick leave per year to care for the employee's immediate family ("immediate family" as defined in Section 1 Bereavement). If requested by the Employer, the employee may be required to produce reasonable substantiation, usually in the form of a letter from a doctor, of the circumstances that made it necessary for the employee to provide the care to the family member. Sick leave so used shall be used in one-half (½) day increments. In the event of severe illness or injury, an employee may request more sick leave to be utilized for family use, with permission of the Employer.

The Employer agrees to comply with the provisions of the Family Medical Leave Act of 1993 and any regulations issued pursuant to the Act.

Section 15.6 Personal Leave

Employees will receive two (2) days of personal leave per fiscal year. Two (2) days notice will be given prior to using a personal day, except in cases of emergency leave being requested, in which case the two day notice will be waived. Personal days will be used after requesting permission from the Chief Managing Officer; permission to use a personal day will not be unreasonably denied. Employees will not be required to identify their reason for requesting use of personal days, except in cases of emergency leave being requested. There shall be no carryover of personal days.

ARTICLE 16
INDEMNIFICATION

The Employer agrees to abide by applicable Illinois law regarding indemnification.

ARTICLE 17

VACATIONS

Section 17.1 Length of Vacation

Employees shall receive vacation time on their anniversary date according to the following schedule:

Completion of 1 year	5 days
2 - 5 years	10 days
6 - 17 years	15 days
18 + years	20 days

Within a single calendar year up to fourteen (14) hours of vacation may be taken in hourly increments subject to the prior approval of the Chief Managing Officer. All other vacation may be used in not less than one half day increments.

Section 17.2 Time of Vacation

All vacations must be arranged in advance and are subject to the approval of the Chief Managing Officer. The Chief Managing Officer shall notify an employee who submits such request of approval or disapproval of vacation time requested within a reasonable amount of time, and such vacation requests shall not be unreasonably denied.

Employees may not take more than two weeks of vacation consecutively. An employee may only carry over to the next year a maximum of five (5) vacation days. All unused vacation days that exceed the maximum carry-over amount of five (5) days will be forfeited.

Employee preferences regarding the selection of vacation will be given consideration based upon the efficient operations of the Probation Office. In the case of duplicate requests submitted on the same day, seniority shall control.

ARTICLE 18

HOLIDAYS

Subject to the administrative authority of the Illinois Supreme Court, the paid holidays for the term of this Agreement shall be those designated by the Chief Judge of the Seventh Judicial Circuit. Employees shall receive 7 ½ hours pay for each paid holiday. In order to receive holiday pay, the employee must work the last scheduled day before and the first scheduled day after the holiday, unless in an approved paid leave status.

ARTICLE 19
WAGES & MILEAGE

Section 19.1 - Base Pay Wage Increases

Bargaining unit employees who have completed their probationary period and who received performance evaluations of satisfactory (750) or above in the evaluation preceding each September 1 date shall receive the following corresponding wage increase:

~~Effective September 1, 2011, each employee in the bargaining unit shall receive an across the board wage increase based upon changes in the annual Consumer Price Index (CPI) for the Midwest Region Size Class D (Population less than 50,000) rounded to the nearest tenth of one percent. The most recent calendar year annual CPI value will be compared to the prior calendar year annual year CPI to determine the rate of increase on a percentage basis (i.e. for 2010 versus 2009: $(204.572 - 200.15 = 4.557)$ $(4.557/200.015 \times 100 = 2.3\%)$. In no case shall the pay increase be less than .5% or greater than 4.0%.~~

~~Effective September 1, 2012, same formula as above using CPI data showing change from 2010 to 2011.~~

~~Effective September 1, 2013, same formula as above using CPI data showing change from 2011 to 2012.~~

Effective September 1, 2014, all employees shall receive a 2% wage increase; effective September 1, 2015, all employees shall receive a 2% wage increase; effective September 1, 2016, all employees shall receive a 2% wage increase.

Section 19.2 Longevity

Effective March 1, 2012 employees, upon their anniversary date, current and new employees who receive performance evaluations of satisfactory (750) or above in the evaluation preceding each September 1 date shall receive the following longevity increases:

Current Employees:

Start of 11th Year: 2.5%

New Employees:

Start of 11th Year: 2.0%

Start of 16th Year: 2.75%
Start of 21st Year: 3.0%
Start of 26th Year: 3.0%
Start of 31st Year: 3.0%

Start of 16th Year: 2.0%
Start of 21st Year: 2.5%
Start of 26th Year: 3.0%

Section 19.3 Performance Based Increase

In addition to the wage increases referenced above, the employer may award performance based pay increases based on an employee's annual performance evaluation.

Section 19.4 Performance Evaluation Scores

Performance evaluation scores shall not be subject to the grievance process.

Section 19.5 Minimum Salaries

The starting minimum salary for probation officers shall be as follows:

\$30,657 effective 9/1/14
\$30,657 effective 9/1/15
\$30,657 effective 9/1/16

The starting minimum salary for clerical staff shall be as follows:

\$25,045 effective 9/1/14
\$25,045 effective 9/1/15
\$25,045 effective 9/1/16

Section 19.6 Mileage

The Employer shall pay **\$.565** per mile or whatever the County provides to its employees for mileage, whichever is higher, when an employee uses his or her personal vehicle for approved business travel. If an on-call employee is required to return to Carlinville, mileage will be paid from where the page call was received back to the probation office in Carlinville. No mileage will be paid if the employee chooses to return to the place where the page call was originally received. Mileage between the employee's residence and the probation office may never be reimbursed.

ARTICLE 20
HEALTH BENEFIT

Effective upon ratification of this agreement, bargaining unit employees will begin paying 10% of the cost of the employee health and dental premium per month.

A Cost Containment Committee shall be formed made up of designated employer representatives and up to two bargaining unit members from each union that elects to participate in the committee. Such committee members shall receive regular updates regarding insurance costs, coverage's, and trends provided to them by the employer as they become available. When meetings of the Cost Containment Committee are needed, and such meetings are held during normal working hours and bargaining unit committee members shall suffer no loss of pay or benefits while attending such meetings. If such committee meetings are held after normal working hours, bargaining unit committee members shall receive the same stipend county board members receive for committee service.

If during the term of this agreement the employee's share of employee only medical premium exceeds \$60.00 per month or the Employer's costs per employee exceeds \$600.00 per month during 9/1/14-8/31/15 or the employee share of the employee only medical premium exceeds \$66 per month or the Employer's cost per employee exceeds \$660 per month during 9/1/15-8/31/16 or the employee share of employee only medical premium exceeds \$73 per month of the Employer's cost per employee exceeds \$730 per month during 9/1/16-8/31/17, either party may request to meet no later than 60 days prior to the end of the plan year to mutually agree to changes to the medical plan and/or carrier to mitigate premiums costs. If no mutual agreement is reached within 30 days of the first meeting of the Cost Containment Committee the parties shall submit the issue involving health and/or dental insurance to binding interest arbitration within seven (7) business days. The cost of such arbitration shall be split equally between the parties. Any and all subsequent instances where agreement cannot be reached will require the process of

binding arbitration in the same manner.

If the Employer provides less expensive insurance premiums to any other group of county employees (union or non-union), the less expensive rate will be passed along to the members of this bargaining unit.

ARTICLE 21

EVALUATIONS

Each employee covered by this Agreement shall have their performance evaluated on an annual basis. The evaluation of probation officers shall comply with the standards established by the Administrative Office of the Illinois Courts. The evaluation of secretaries shall comply with the standards set by Macoupin County. The evaluation shall be completed by the supervisor having the greatest firsthand 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 sufficient 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.

ARTICLE 22
SUBSTANCE ABUSE TESTING

Section 22.1 Prohibitions

Employees are prohibited from consuming alcohol during the work day, or possessing, selling, purchasing or delivering illegal drugs at anytime or anywhere on the Employer's premises, except in accordance with duty requirements.

Section 22.2 Over the Counter/Prescription Drugs

In the interest of public and employee safety, employees will in good faith, notify the Employer of any known side effects of over-the-counter or prescription drugs which may adversely affect job performance. A "known side effect" is an effect of an over-the-counter or prescription drug of which the employee has been informed by a physician or has experienced in the past. Upon notification, the Employer may reassign the employee for the period of time during which the employee is affected. Such notification by an employee will not result in disciplinary action. The Employer is in no way limited by this section from taking action under the disciplinary section (Article Five) of this Agreement if employee abuse of over-the-counter or prescription drugs warrants such action.

Section 22.3 Type of Testing

Where the Employer has probable cause to believe that the employee has consumed alcohol during the course of the work day, or used illegal drugs, the Employer has the right to require the employee to submit to alcohol or drug testing. There shall be no unit-wide or random testing of employees, except random testing as authorized in Section 9 below.

Section 22.4 Order to Take Test

The Employer shall provide the employee at the time he/she is ordered to submit to testing with a written notice of the order, setting forth the facts and inferences upon which the Employer bases its conclusion of probable cause.

The employee shall have the right to consult with a union representative and/or counsel prior to any questioning. Refusal to comply with the order to test shall subject the employee to discipline, but taking of a test shall not operate to waive any objection or rights the employee may have. No employee shall be subject to any adverse employment action, except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Such reassignment or relief from duty shall be discontinued immediately in the event of negative test results.

Section 22.5 Tests to be Conducted

The Employer shall use a clinical laboratory or hospital facility that is licensed per the Illinois Clinical Laboratory Act, which laboratory shall comply with all NIDA standards. The Employer shall establish a chain of custody procedure to insure the integrity of samples and test results, and shall not permit the employee or any other bargaining unit member to be part of such chain. Sufficient samples shall be collected so as to permit an initial, a confirmatory test, and a subsequent test to be arranged at a facility of the employee's choosing. Confirmatory testing shall be by gas chromatography/mass spectrometry (GCMS) or an equivalent scientifically accurate test. In cases where the Employer has probable cause to suspect alcohol consumption, the Employer may require the employee to submit to a breathalyzer test or intoximeter.

Section 22.6 Results

As to drug testing, the Employer shall only be notified in the event that a sample has tested positive for a particular drug on both the initial and confirmatory test, and any information otherwise coming into the possession or knowledge of the Employer (e.g. insurance billings) shall not be used in any manner or forum adverse to the employee's interests. As to alcohol testing, test results showing a blood alcohol concentration of .04 shall be considered positive.

Any level of alcohol concentration below .04 shall not prevent the Employer from showing that the employee consumed alcohol in violation of Section 3 of this Article. The employee shall receive a copy of all test results, information, documents and other reports received by the Employer.

Section 22.7 Right to Contest

The Union and/or the employee shall have the right to contest and/or grieve any aspect of any testing under this Agreement, including the right to test, the order, the administration of the test, the significance or accuracy of the test, or the consequences of the test results. Nothing herein shall waive or limit any rights employees may have concerning such tests that may arise outside the Agreement, which the employee may pursue with or without the Union.

Section 22.8 Voluntary Request for Assistance

No adverse employment action shall be taken in any manner or forum against any employee who voluntarily seeks assistance for alcohol or drug related problems, other than the Employer may temporarily reassign an employee if he/she is then unfit for duty in his/her current assignment. Provided, however, an employee who voluntarily seeks assistance for an alcohol or drug related problem more than one time may be subject to adverse employment actions. All such requests shall be held strictly confidential and not released or used in any manner or forum contrary to the employee's interests.

Section 22.9 Discipline

In the first instance an employee tests positive as defined above on an alcohol test or for the presence of prescription drugs or over-the-counter medication (where such medication or drugs are in a quantity that the Employer can establish by a preponderance of evidence, that an abuse has occurred), the employee may be disciplined, up to but not including discharge, provided that the employee participates in an appropriate treatment program determined by his physician, discontinues his abuse of alcohol or drugs, and submits to random testing as may

be directed by his counselors in an appropriate after-care program. Employees who do not comply with these set conditions, or who test positive for the second time, shall be subject to discipline up to and including discharge.

In the first instance an employee tests positive for the presence of illegal drugs, the employee may be disciplined according to Article 5 of this Agreement.

Employees who are unfit to perform reasonable duties to which they may be assigned during the period of their treatment and after-care shall be permitted to take accumulated time off and shall be afforded a leave of absence upon request for the period of counseling and aftercare, at the option of the employee.

ARTICLE 23

SAVINGS

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by an 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 of those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 24

INCLEMENT WEATHER

If an employee is unable to travel to work from home due to inclement weather (e.g. snow, flood, fog), then the employee may request permission to utilize accrued accumulated time (personal, comp, vacation, pager days, sick), so as to be eligible for pay for the time not then worked. In addition, an employee who is at work when inclement weather develops may request permission to leave work and, as referenced above, utilize accumulated leave.

ARTICLE 25

DURATION OF AGREEMENT

This Agreement shall be effective from September 1, 2014 through August 31, 2017. Said Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing 90 days prior to the expiration that it desires to modify the Agreement. In the event such notice is given, negotiations shall begin no later than 30 days prior to the expiration of the Agreement. This Agreement shall remain in full force and effect during the period of negotiations unless notice of one party's desire to terminate the Agreement is provided to the other party in writing.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____, **2014.**

For the Employer:

For the Council:

Chief Judge of the Seventh

Illinois Fraternal Order of Police

Court Administrator

John Murphy, Macoupin Co. Probation

Lee LoBue, Director, Probation

David Wickert, Macoupin Co. Probation

Letter of Agreement Regarding Casual Dress

The parties agree that jeans may be worn on "casual dress days" which shall be defined as: drug testing days and as the fifteenth of the month and the last day of the month (or if either day falls on a non-work day, the last workday preceding the fifteenth and the last day of the month). Additionally, jeans may be worn on those days when an officer makes home visits to the home of a probationer. Under no circumstances may jeans be worn at court appearances. When jeans are worn, they must be clean, free of stains, tears and other signs of excessive wear.

The parties acknowledge that employees are expected to come to work in reasonable business attire as would be generally acceptable for people in local establishments offering professional services such as lawyer's and doctor's offices. The following is a non-exhaustive list of attire deemed inappropriate unless approved in advance by the Employer; sweat suits/jogging pants, flip flops/shower shoes, shorts, T-shirts, sweat shirts, jeans. The following is a list of acceptable attire; (for females) slacks/skirts, blouses/sweaters and dresses, (for males) slacks, and dress shirt. A tie for males is mandatory for court appearances. Employees who are inappropriately dressed may be asked to return home to change clothes. They shall not be paid for the time away from work. Repeated infractions will be dealt with pursuant to the Discipline Article of the collective bargaining agreement.