

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE CHIEF JUDGE
OF THE THIRD JUDICIAL CIRCUIT**

AND

**THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, COUNCIL 31,
ON BEHALF OF LOCAL 799**

**COVERING:
MADISON COUNTY JUDICIAL BARGAINING UNIT**

EFFECTIVE

DECEMBER 1, 2012 TO NOVEMBER 30, 2016

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AGREEMENT

Between

**The Chief Judge of the Third Judicial Circuit of Illinois
and
the American Federation of State, County and Municipal Employees Council 31, AFL-CIO
For and on Behalf of AFSCME Local 799**

PREAMBLE

WHEREAS, this Agreement entered into by the Chief Judge of the Third Judicial Circuit of Illinois, hereinafter referred to as the "Employer", and Council 31, for and on behalf of Local 799 (Probation and Court Services Third Judicial Circuit) of the American Federation of State, County and Municipal Employees, AFL-CIO, such local union being hereinafter referred to as the "Union," has, as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of the rates of pay, hours of work and other conditions of employment; 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 1 **RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all of the full-time and regular part-time employees in the Madison County Probation and Court Services Department reflected in Schedule A, hereinafter referred to as "Court Services Department", excluding the following:

- A. Contractual employees
- B. Director of the Court Services Department
- C. Court Services Department Division Heads
- D. Court Services Department Administrators
- E. Executive Assistant and Confidential Secretary
- F. All other supervisory personnel not hereinafter listed with the term supervisor to be defined in accordance with the Illinois Public Labor Relations Act, Chapter 48, Section 1601, et seq. as amended from time to time.

Jobs or Job titles shall not be established deliberately for the purpose of excluding employees from the Union.

The Employer recognizes the integrity of the bargaining unit, and will not take any action directed at eroding it. Subject to the provisions of this Agreement, the Employer will continue to endeavor to assign bargaining unit work to bargaining unit employees.

ARTICLE 2

MANAGEMENT RIGHTS

The Chief Judge retains the sole and exclusive right to manage the affairs of the Court Services Department and to direct the working forces. Such functions of management shall be as follows:

- a. Direction generally of the work of the employees, including the right to hire, discharge, suspend, or otherwise discipline employees for just cause; to promote, demote, transfer, and assign employees and to lay off employees because of lack of work, except to the extent covered by this Agreement.
- b. Determination of the basis for selection, retention, and promotion of all employees except to the extent covered by this Agreement.

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Employer, or in any way abridging or reducing such authority.

This Agreement shall be construed as requiring the Employer to follow the provisions of the Agreement in the exercise of the authority conferred upon the Employer by law except to the extent of the limitations set forth in ARTICLE 19, Section 8 of this Agreement. All personnel policies instituted by the Court Services Department which apply to employees covered by this Agreement shall not conflict with any provisions of this Agreement.

The Employer agrees not to enter in to any agreement or contract with any employee of the Court Services Department, individually or collectively, and the Union agrees not to enter into any agreement with any appointed or elected official of the Court Services Department which in any way conflicts with the terms and provisions of this Agreement. Any such agreement, either written or verbal, shall be null and void.

ARTICLE 3

UNION SECURITY AND ACTIVITIES

Section 3.01. Maintenance of Membership

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

Section 3.02. Fair Share

Employees covered by this Agreement who are not members of the Union or do not make application for membership within ninety (90) days of employment, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment.

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share, shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved Labor Board list of charitable organizations. The Union shall certify to the Employer the charitable organization to which such payment is to be made or the employee may elect to pay cash, as long as such payment is paid, by furnishing a written receipt to the Union on a monthly basis that such payment has been made to the designated charitable organization.

Section 3.03. Check Off/Fair-Share Deductions

The Employer agrees via the County to deduct each payday, Union dues and Union sponsored benefit program contributions contingent upon deduction space available from the pay of those employees who are Union members covered by this Agreement and who individually, on a form provided by the Union, request in writing that such deductions be made. The Union shall certify the current amount of Union deductions. A Union member desiring to revoke his/her Union membership may do so by written notice to the Employer and the Union during the thirty-day (30-day) period prior to the expiration date of this contract. Thereafter, such employee shall pay his/her fair share in accordance with Section 3.02 of this Article.

The proportionate fair-share payment, as certified to be current by the Union (not to exceed the amount of Union dues) pursuant to the Illinois Public Labor Relations Act, shall be deducted by the Employer from the earnings of the non-member employee covered by this Agreement each payday.

The amount of the above employee deductions shall be certified to the Employer by AFSCME Council 31, and the aggregate deduction of all employees shall be remitted to AFSCME Council 31 with an itemized statement listing each bargaining-unit employee, social security number and the individual employee deductions by the 15th day of the month succeeding the payroll date. The Local 799 Treasurer shall also be provided a copy of the itemized statement.

Section 3.04. Indemnification

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

Section 3.05. Union Activities

Employees shall not engage in Union activities during working hours, except for duly authorized Union representatives under the following conditions:

Time Off: The grievant(s) and or Union Officer or steward(s) will be permitted reasonable time without loss of pay during working hours to investigate and process grievances. Witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation. No employee or Union representative shall leave his/her work to investigate, file or process a grievance without first notifying and making mutual arrangements with his/her supervisor or designee and such arrangements shall not be unreasonably denied. Employees attending grievance meetings shall be those having direct involvement in the grievance.

To transmit communications, authorized by the local Union or its officers, to the Employer or his representatives; and,

To consult with the Employer or his representative concerning the enforcement of any provision of this Agreement; and, to collect Union dues, initiation fees and assessments (if these funds are not collected through payroll deductions).

All time spent by up to three (3) Probation and Court Services employees in Union negotiations, which result in lost working time to the Employer, will be paid for by the Employer. The Union shall notify the Employer, in writing of the names of the Union officials and stewards, and any changes which may occur from time to time after said initial notification. The Union will endeavor to maintain shop stewards in each Department office.

Time spent in unauthorized Union activities engaged in by authorized or unauthorized Union representatives shall be docked from the employee's pay.

An employee elected as an Officer of AFSCME Local 799 or otherwise designated by Local 799 to attend Union sponsored workshops, training seminars, or State and International Conventions may request a leave without pay under the provisions of Article 11, of this Agreement, to attend such functions. Notwithstanding the provisions of Article 11, such time off without pay will not be detrimental in any way to the employee's record, inclusive of their seniority date. However, such employees shall not accrue sick leave, or vacation time while on such leave without pay.

Union Representatives shall be allowed to distribute union literature to employees on the Employer's premises.

Section 3.06. Contract

The parties will share equally the cost of printing the Agreement for members of the bargaining unit. Employer will post copies on the Internet and the County's intranet.

Section 3.07. Union Orientation

Employer will provide to new employees materials which the Union desires the new employees to possess. Employer will provide lists of new employees to the Union each payday.

ARTICLE 4 **HOURS OF WORK**

Section 4.01. Regularly Scheduled Hours

Regularly scheduled hours will be consecutive except that they may be interrupted by a lunch period.

Section 4.02. Work Week

The work week shall consist of five (5) pre-scheduled eight (8) hour days, except as provided in Section 4.06.

Section 4.03. Work Day

Eight (8) consecutive hours of work within the twenty-four (24) hour period beginning at the scheduled time shall constitute the regular work day, except as provided in Section 4.06. The normal work day will begin at 9:00 AM and end at 5:00 PM.

Section 4.04. Work Shift

Eight (8) consecutive hours of work shall constitute a work shift, except as provided in Section 4.06. All full-time employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

The Employer, upon providing 48 hours notice may establish flexible starting and/or quitting times for some employees within a department or departments except that such flexible times shall not be more than three hours before or more than one hour after normal starting/quitting times except by mutual agreement of the Employer and the Union.

Section 4.05. Work Schedule

Work schedules, where applicable, showing the employee's shift, work days, and hours shall be posted at convenient places and times.

The Employer shall not change the schedule except in emergencies. Emergencies shall be defined to include sickness, vacation, training and/or other employee leaves of absence and Acts of God.

The Employer shall notify employees by the preceding shift if the employees need not report for work. Failure to call off by the proper time shall result in the absence being counted as leave without pay. Failure to call off at the proper time for a second successive day shall result in additional disciplinary action. Excessive tardiness on the part of an employee shall be considered to be grounds for disciplinary action.

It is understood that if the Employer chooses to reduce the number of employees scheduled due to a lack of work, call offs shall occur on the basis of department seniority by shift. In the case of a work force reduction on a holiday, the most senior employees by department seniority by shift, on each shift will be given the option of working or not working. Should there not be enough senior employees choosing to work on a given shift to meet the Employer's work force needs, then, the least senior employees by department seniority on such shift shall be required to work.

Section 4.06. Continuous Operations

Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours a day, seven (7) days a week.

The work week for employees engaged in continuous operations shall consist of five (5) eight (8) hour days unless the Union and Management mutually agree upon alternative scheduling. No employee shall be regularly scheduled to work more than forty (40) hours in a one (1) week period.

The employer shall reduce to writing the current scheduling practices prevailing with respect to the length of the normal work week, starting and quitting times, days off, shifts or the rotation thereof. Thereafter, or where changes in the schedule which affect bargaining unit employees are warranted by the programmatic or operational needs, the Employer shall notify the Union and upon timely request, not to exceed one week, meet and confer with the Union concerning such changes.

Continuous Operations employees shall notify their supervisors of their inability to report for work at least one (1) hour prior to the start of the shift.

Schedules for Continuous Operations employees will be posted one (1) month in advance.

ARTICLE 5 **REST PERIODS**

All officers not performing field work during the day, and secretaries, when feasible shall be scheduled for a fifteen-minute (15-minute) rest period during each one-half (1/2) shift. The rest period shall be scheduled by the supervisor at approximately the middle of each one-half (1/2) shift. Said rest period shall not be compounded or used to extend any other break or meal period.

Employees, who for any reason work an additional shift beyond their regular shift, shall receive a fifteen-minute (15-minute) rest period before they start work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

ARTICLE 6

MEAL PERIODS

All employees shall be granted a paid meal period of at least one (1) hour duration for every full shift of six hours or more. If an employee takes more than two hours off, there is no paid lunch period for that day. Whenever practical, the meal period shall be scheduled at the middle of a work shift. Employees presently receiving meals furnished by the Employer shall continue to receive them.

ARTICLE 7

SENIORITY

Section 7.01. Definition

For the purposes of this Agreement, "seniority" is defined as the length of continuous service by an employee for the Employer within the Court Services Department, since the employee's last date of hire. In the event more than one employee is hired on the same date, their seniority will be determined by the County by lottery at which a representative of the Union will be present.

In the event an employee is transferred from another County department to the Court Service Department, he/she enters the Court Services as the employee with the least departmental seniority. However, the transferred employee does not lose his/her County seniority which is the basis for vacation and sick leave allowances.

Section 7.02. Probationary Period

A probationary employee, i.e., an employee during the first six (6) months of his/her employment with Court Services Department, has no right to use the Grievance Procedure in the event of discharge. Employees who have been promoted or transferred to new positions within the Department shall serve a three (3) month probationary period in said new position.

Section 7.03. Breaks in Continuous Service

An employee's continuous service record shall be broken if the employee:

- (a) quits;
- (b) is discharged;
- (c) is absent from work three (3) consecutive days without notification to and approval by the Employer, other than because of proven sickness, or is unable to notify the Employer because of physical incapacity or other reasonable excuse;
- (d) is laid off for more than twenty-four (24) months or fails to report to work

within five (5) working days after having been recalled from layoff;

- (e) fails to report for work at the termination of a leave of absence;
- (f) if an employee on a leave of absence for personal or health reasons accepts other employment without permission; or
- (g) if he or she is retired.

If such continuous service is broken due to a curtailment of operations, said employee shall be considered on layoff status. If the employee returns to work after twenty-four (24) months years in Probation and Court Services, he/she does so as a new employee.

Section 7.04. Promotions

The term "promotion," as used in this provision, means the advancement of an employee to a higher paying position. Beginning with the date of execution of this Contract, the parties will enforce this definition. No other personnel actions shall be considered a promotion.

Whenever a job opening occurs (other than a temporary opening as defined below) in any existing job classification or as a result of the development or establishment of a new job classification, a notice of such opening shall be posted (including the job title, job description, shift, rate of pay and department) on the Probation and Court Services bulletin board and the Madison County Detention Homes bulletin board for ten (10) working days, and a copy sent to Local 799 Secretary and any employee on lay-off status.

The Employer may announce multiple job openings in the same grade in a single posting for which an employee wishing to be considered for one or more of the positions may initially apply. The posting shall explicitly state that applications are being accepted for all job titles, or state which job titles applications are being accepted for.

During this period in which the notice is posted, employees who wish to apply for the opening, including employees on layoff, may do so. The application shall be in writing, and it shall be submitted to the Director of Court Services. No permanent job opening shall be deemed created due to an employee being on paid sick leave or leave of absence of six (6) months or less.

Temporary job openings are defined as job openings in any job classification that do not exceed six (6) months duration. Job openings that recur on a regular basis and that remain open more than six (6) months at a time shall not be considered temporary job openings.

Temporary job openings may be filled by the employer through assignment or reassignment. The employer shall attempt to fill the opening by assigning the qualified applicant among the existing employees who has the greatest seniority in the department.

The Employer shall provide a quarterly report to the Union Secretary of all temporary job openings which shall include the name of the employee in the position, the rate of pay for the position, the date the temporary employee was hired and the department in which the temporary position is located.

In cases of promotion, filling of vacancies, shift, job assignment, and bumping, seniority shall prevail unless a less senior employee has demonstrably superior skill and ability to perform the work required in the position classification. Non-merit factors unrelated to work performance shall not be considered. If there are no qualified applicants the Employer may at its prerogative fill the vacancy by hiring new employees.

Employees who do not qualify, in the Employer's judgment, within a probationary period of ninety (90) days will be returned to their previous pay grade and step. If an employee chooses to return to the position held immediately prior to the promotion, he or she may do so within ten (10) working days.

Section 7.05. Temporary Assignment

The Employer may temporarily assign an employee to perform the duties of another position classification. Such assignment shall not exceed six (6) months unless by mutual agreement with the Union, employee and Management. All time spent by an employee, when assigned to a higher position, would be paid at a higher rate of pay. Time spent by an assigned employee at an equal or lower paid position would be paid at the employee's current rate or pay.

Section 7.06. Demotion

For the purposes of this Agreement, "demotion" shall be defined as reassignment of an employee, not requested by the employee, from one job classification to a lower paying position in the same classification or in another job classification. Demotions shall be made only to avoid layoff of employees. In any case involving demotion, the employee who is to be demoted shall have the right to elect whether to be demoted or laid off.

Section 7.07. Lay Off

In the event it becomes necessary to lay off employees for any reason, all temporary, emergency, provisional probationary and part-time employees performing bargaining unit work, shall be laid off first. In the event further layoffs are necessary full-time employees shall be laid off in the inverse order of their seniority by department within a job classification; that is, the employee with the greatest seniority shall be the last employee in a job classification within a department to be laid off. The employee with the least seniority in a job classification within a department will be the first to be laid off.

Employees who are to be laid off and the Union will be given as much written notice as possible of the layoff but in no event less than fifteen (15) working days. Notices of layoff shall be sent to all parties as required by Article 22 Notices in accordance with the time limits set forth above.

Section 7.08. Recall

Employees shall be recalled from lay-off status according to their seniority within their job classification. No new employee shall be hired until all employees on lay-off status desiring to return to work have been recalled.

Section 7.09. Consolidation or Elimination of Jobs

Employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights to transfer to any other job for which they qualify in the service of the Employer.

Section 7.10. Transfers

Employees desiring to transfer to other jobs shall submit an application in writing to the Director of Court Services. The application shall state the reason for the requested transfer.

Section 7.11. New or Vacant Jobs

New jobs or vacancies in existing job classifications (job vacancies are existing job classifications that are not occupied due to a curtailment of operations, employee illness, employee leaves of absence, or any other reason) may be filled initially by the Employer on the basis of a temporary transfer. During the period of temporary transfer the job shall be posted on all bulletin boards. Employees desiring to transfer to the job shall submit an application in writing to the Director of Court Services.

The Employer shall fill the new job classification or the vacant job within ten (10) days if appropriate. The job shall be filled on the basis of seniority and qualifications.

Section 7.12. Bumping

When an employee is laid off due to a reduction in the work force or the elimination of his/her job, he/she shall be permitted to exercise his/her seniority rights to bump (replace an employee with less seniority). Such employee may, if he/she so desires, to bump any employee in an equal or lower job classification, provided the bumping employee is qualified and has greater seniority than the employee whom he/she bumps. Bumping shall be only within the Probation and Court Services Department.

Any grant employee occupying a professional staff position shall be permitted to bump another professional staff employee in either probation or detention provided that he/she has greater departmental seniority than the employee whom he/she bumps.

In case of layoff due to reduction of force, an employee if he/she chooses to bump to a lower grade will be placed on the step in the new grade closest to his/her current salary. Employee's salary would return to salary that the employee previously held if that employee chooses to return to the position held prior to having been downgraded due to layoff.

An employee has the right to remain in the position he/she bumped into as a result of the layoff, if his/her seniority allows. The employee must remain in that position until such time as another vacancy occurs for which the employee is eligible to bid.

Section 7.13. Miscellaneous

Drafts of job descriptions will be shared with the Union for its input prior to the finalization by Employer.

Training opportunities may be provided to employees to achieve the skills and requirements necessary for movement into another position - seniority will dictate who may receive additional training. Training that is needed or required for an employee who holds a position will be given first consideration.

ARTICLE 8 **HOLIDAYS**

Section 8.01. Holidays Recognized and Observed

For the purposes of this Agreement, only the following days shall be recognized and observed as paid holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day..
Memorial Day	Thanksgiving Friday
Independence Day	Christmas Eve Day*
General Election Day**	Christmas Day

and any other days as ordered by the Chief Judge of the Third Judicial Circuit.

*In the event that Christmas falls on a Saturday, Sunday, or Monday, an additional floating holiday will be substituted for Christmas Eve Day. The floating holiday shall be taken in the same fiscal year as the Christmas holiday.

Whenever any of the holidays listed above shall fall on a Saturday or Sunday, the Chief Judge shall decide whether the preceding Friday or the succeeding Monday shall be observed as the holiday, except for Detention Home employees who are regularly scheduled on weekends, the following holidays shall be observed on the normal day.

Independence Day	July 4
Christmas	December 25
New Year's Day	January 1

**Only as State law requires offices to be closed.

Continuous Operations employees may choose either Easter or Good Friday as their holiday.

Section 8.02. Eligibility Requirements

Employees shall be eligible for holiday pay under the following conditions:

A. The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on layoff status or sick leave, and;

B. The employee worked his/her last scheduled work day prior to the holiday and the first scheduled workday after the holiday, unless excused under the provisions of Article 11 (Leaves of Absence), Section 11.03, or Article 9 (Vacations), Section 9.04, of this Agreement, or due to other reasonable causes to be verified and substantiated by the employee to the satisfaction of the Employer. In the event of a dispute as to whether a "reasonable cause" exists, such dispute shall be subject to the grievance procedure outlined in this Agreement.

Section 8.03. Holiday Pay and Work on Holiday

The observance of holidays shall not interfere with the operation of the Judicial Branch of government as required by the United States Constitution, the Illinois Constitution, or the laws of the State of Illinois. If a holiday is observed on an employee's day off, the Employer shall compensate him/her for the un-worked holiday at the regular rate of pay. If an employee is required to work on a holiday, he/she shall be compensated for all hours worked at the rate of one and one-half (1 ½) times his/her regular hourly rate, which shall be in addition to holiday pay at the regular rate, or the Superintendent or his designee may designate an alternate holiday(s) as a one-for-one substitution for the holiday worked.

In the event an employee works a double shift on a holiday, he or she will be paid 1 ½ times his or her regular hourly rate for the first shift, 2 times the rate for the second shift worked and an additional day off to be designated by the Employer.

ARTICLE 9 VACATIONS

Section 9.01. Eligibility and Allowance

Full- and part-time employees shall be entitled to accumulate vacation leave based upon continuous hours of service compensated at the regular straight-time rate of pay in accordance with the following schedule:

Number of continuous hours compensated at regular <u>straight-time rate</u>	Rate of vacation accrual based on each continuous hour <u>compensated at straight-time rate</u>
Upon hire to 8,320	.03847 hours
8,321 to 18,720	.05770 hours
18,721 to 29,120	.07693 hours
29,121 and over	.09616 hours

The above rate of accrual is equivalent to earning: two (2) weeks or 80 hours of vacation leave annually for the first four years of continuous, full-time employment; three (3) weeks or 120 hours of leave annually from the beginning of the fifth year until completion of nine years of continuous, full-time employment; four (4) weeks or 160 hours of leave annually from the beginning of the tenth year until the completion of fourteen years of continuous, full-time employment; and five (5) weeks or 200 hours of leave beginning after the completion of fourteen years of continuous, full-time employment.

For the purposes of this Section, continuous hours of service shall be interpreted as meaning continuous service with the Employer since the employee's last date of hire with by the County. Employees shall be eligible to take paid vacation leave after completion of one (1) year of continuous employment with the County.

Vacation leave shall be taken each year. An employee who does not request a vacation period prior to the end of the ninth month following his/her anniversary year shall be scheduled for a vacation by the Employer during the three (3) remaining months of the succeeding year.

Section 9.02. Vacation Pay

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

Employees shall receive their vacation pay at regular pay periods.

Section 9.03. Choice of Vacation Period

Increments: Vacations may be scheduled in one (1) day increments, except that employees may request vacation leave time of no less than one (1) hour duration sixteen (16) times during a fiscal year. All vacations will be subject to pre-approval as determined by the Employer and will be taken at such times as will not interfere with the efficient scheduling of the Employer.

Timely Use of: Vacation leave shall be taken each year during the 12-month period immediately following the anniversary year in which it is accrued. An employee who does not request a vacation period prior to the end of the ninth month following his/her anniversary year in which the vacation was earned shall be scheduled for a vacation by the Employer. The vacation shall be scheduled within the three remaining months of the employee's anniversary year.

Section 9.04. Holidays during Vacation Leave

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one (1) additional work day.

Section 9.05. Work during Vacation Period

Any employee who is requested to and does work during his/her scheduled vacation period shall be paid for regular hours at their regular rate. In addition, the employee's vacation may be rescheduled to any future period the employee may request, within the remaining months of the employee's anniversary year, provided that this request will not unduly interfere with the needs of the Employer.

Section 9.06. Vacation Rights in Case of Layoff or Separation

Any employee who is laid off, retires or is otherwise separated from the service of the Employer for any reason shall receive vacation pay for all unused vacation accrued prior to said separation. Payment for unused vacation shall be calculated based upon the employee's regular, straight-time, hourly rate of pay in effect on the date of separation.

Section 9.07. Vacation Scheduling in Detention Home

Vacation selection will be made on the basis of seniority through the following process. Beginning October 1, the person in charge of scheduling will begin calling in employees in seniority order to select their vacation for the upcoming calendar year. Employees with the most seniority will select first. Vacation days that have been selected will be written on the master "Vacation Planner." Due to the staffing requirements for the ongoing operation of the facility, the number of staff who can be on vacation at a given time is limited. Staff who do not select vacation during their allotted time may select vacation at a later date, if those days are available for use as vacation time.

ARTICLE 10 **SICK LEAVE**

Section 10.01. Allowance

After ninety (90) days any full-time or part-time non-probationary employee contracting or incurring any non-service-connected sickness or disability which renders such employee unable to perform the duties of his/her employment shall be eligible to receive sick leave with pay for a period not to exceed the amount of such employee's accrued sick leave; provided, however, that such sickness or disability shall be bona fide. Sick leave shall be used in increments of no less than one-half hour.

Employees shall be eligible to use up to twenty four (24) hours of their accumulated sick leave per fiscal year to care for a sick child, spouse or parent. All provisions of this agreement applicable to sick leave for an employee's personal illness shall be applicable to sick leave to care for an ill child, spouse or parent.

If any employee has received sick leave contrary to the provisions of this Article through any misrepresentation(s) made by the employee or by anyone else on his/her behalf, said employee shall reimburse the Employer in an amount equal to the sick leave pay so received, and said employee will be subject to discipline in accordance with Article 16 (Discipline and Discharge).

Full-time and part-time employees will accrue sick leave at the rate of .061539 hours (the equivalent of sixteen (16) days per fiscal year) for each hour compensated at the regular straight-time rate. Employees shall first be eligible for sick leave after they have completed their probationary period of employment with the Employer.

Benefits for part-time employees are determined as described in Article 19.

Employees who elect dependent coverage will accrue sick leave at the rate of .0461538 hours or 12 days during the fiscal year.

If an employee uses no sick days in a fiscal year, the following fiscal year he/she will receive 2 additional personal leave days and if he/she uses 8 hours or less in a fiscal year, he/she will receive one additional personal leave day the following fiscal year.

Section 10.02. Verification

Any employee absent from work as a result of sick leave for three or more consecutive work days shall not be allowed to return to work until the employee has provided the Employer with a written certification from a licensed physician that the employee is able to perform the duties of his/her employment. In any event, the Employer shall have the right to require a doctor's written certification or other reasonable proof of illness when in the Employer's reasonable judgment circumstances may require.

Acceptable verification will be acceptable if it includes the medical practitioner's name, address, phone number, the pertinent date(s) in question and an indication that the employee was unable to work due to personal or family illness.

Section 10.03. Accumulation

Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in the service of the Employer to a maximum of 1,920 hours of sick leave; and sick leave accumulated after November 30, 1975, if any, shall be used prior to using sick days accumulated prior to November 30, 1975.

Section 10.04. Accumulated Sick Leave After November 30, 1975

Upon termination of employment, employees will be paid for one-half (1/2) of unused sick leave accumulated after November 30, 1975, up to a maximum of 480 hours, or sixty (60) days paid, if their termination is for the following reasons:

The employee is retiring from service and is subject to pension funds earned by the required years of service; or

The employee dies or becomes disabled and is unable to perform the duties of his/her employment with the Employer and is leaving the service of the Employer, having furnished the Employer with documented evidence of such disability in the form of a statement from a licensed physician; or,

The employee's spouse or dependent has become disabled or contracted an illness which requires the termination of his/her employment and the employee has furnished the Employer with documented evidence of such disability or illness in the form of a statement from a licensed physician.

Employees will not be paid for accumulated sick leave if their reasons for termination are: voluntary change of employment or involuntary dismissal.

The amount of payment for unused sick leave is to be calculated at the employee's rate of pay in effect on the payday immediately preceding the date of the employee's permanent separation.

Section 10.05. Accumulated Sick Leave prior to November 30, 1975

Employees who had unused accumulated sick leave prior to November 30, 1975, shall be allowed to retain such days. Such employees shall be compensated for one-half (1/2) of those sick days accumulated prior to November 30, 1975, at the time they are permanently separated from employment for any reason.

Section 10.06. Workers' Compensation

In the event that an employee is disabled in a service-connected injury or illness, he/she shall be eligible for a sick leave pay for only those days for which he/she is ineligible for compensation under the State of Illinois Workers' Compensation Insurance Laws.

**ARTICLE 11
LEAVES OF ABSENCE**

Section 11.01. Eligibility Requirements

Employees shall be first eligible for leaves of absence after they have completed six (6) months of employment with the Employer. With the exception of documented sick leave, family death and civic duty leaves as defined herein, the Employer shall have the exclusive right to determine whether and when any leaves of absence may be granted.

Section 11.02. Application for Leave without Pay

Any request for leave of absence shall be submitted in writing by the employee to his immediate supervisor at least ten (10) working days prior to the date of departure if at all possible. The request shall state the reason the leave of absence is being requested and the length of time off that the employee desires.

Authorization for a leave of absence must be in writing and must contain the signature of the employee's immediate supervisor.

Any request for a leave of absence shall be answered promptly. Requests for immediate leaves (for example, immediate family sickness or death) shall be answered before the end of the shift on which the request is submitted.

A request for a short leave of absence (defined as a leave not exceeding one month) shall be answered within five (5) working days. A request for a leave of absence exceeding one month shall be answered within ten (10) working days.

No seniority, vacation benefits, sick-leave benefits or holiday benefits shall accrue during a leave of absence. Employees shall be returned to the position they held at the time the leave of

absence was requested. Except as provided to the contrary in Section 11.03 of this Article, any employee on leave of absence shall not receive compensation from the Employer during such period.

Leaves of absence not to exceed six (6) months may be granted by the Employer for any reasonable purpose and may be extended to a maximum of one (1) year. What constitutes a reasonable purpose in each case shall be determined by the Employer.

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer, shall, at the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed one (1) year.

Section 11.03. Paid Leaves

Family Death

In the event of a death in the immediate family of an employee (spouse, parents, step-parents, guardians, children, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, and stepchild), the employee shall be granted three (3) consecutive days leave of absence with full pay on those days included in the employee's scheduled work week to make household adjustments or to attend funeral services.

In the event of a death of an employee's aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step-grandchildren, step-grandparents, or grandparents-in-law, the employee shall be granted a one-day (1-day) leave of absence with full pay on that day included in the employee's scheduled work week to attend the funeral. To be eligible for funeral leave for an "in-law," an employee must be married at the time of the funeral. Further, the step relationship is determined by the employee's current marriage.

Civic-Duty Leave

Employees required to appear before a court or other public body on any matter not related to their work in which they are not personally involved (as Plaintiff or Defendant) and employees appointed to any position who request a leave to perform their civic duty, shall be granted a civic duty leave without loss of pay (as set forth in the following paragraph) for the period necessary to fulfill their civic responsibilities.

Employees who are called for jury service or subpoenaed as witnesses shall be excused from work for the days on which they serve. Service as used herein includes required reporting for jury or witness duty when summoned whether or not they are used. Employees shall be paid the difference, if any; between the compensation they receive from the court or other public body and their wages for each day of service.

Personal Leave Days *See MOU at end of contract*

All employees who have completed their probationary period required by Article 7 Seniority, Section 7.01, Probationary Employees/Probationary Period shall be entitled to four (4) personal leave days per fiscal year. Use of personal leave shall be requested in advance and must be

approved by the employee's supervisor. Personal leave may be taken in one-half (1/2) hour increments. Use of personal leave shall not unreasonably disrupt the employee's department's operation. Personal Leave Days may not be carried over from one fiscal year to the next. Part-time employees will receive personal days on a pro-rata basis.

Section 11.04. Family and Medical Leave

In accordance with federal law, Family and Medical Leave shall be granted under the terms of the separate Family and Medical Leave Memorandum of Understanding, which is hereby made a part of this Agreement.

Section 11.05. Failure to Return from Leave of Absence

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

ARTICLE 12

HEALTH BENEFITS

The Employer agrees to provide all full-time, non-probationary employees covered by this Agreement with individual coverage under its health and hospitalization plan. The Employer will pay one hundred percent (100%) of the cost of individual coverage in accordance with the terms of the Madison County Government Plan. Dependent coverage shall be made available to all full-time and part-time, non-probationary employees, provided that a portion of the cost for such coverage is paid by said non-probationary employees through payroll deduction as set forth in Appendix D to this Agreement. The Employer agrees to pay no less than the contributions to premiums for dependent coverage as set forth in Appendix D for the duration of the Agreement. Further, the amount paid from the fund described hereafter each year will in no case exceed 70% of any of the dependent health care premiums. Employer shall establish a fund entitled "AFSCME Insurance Pool Fund" hereafter known as "the Fund". The funding for the Fund shall be based upon the bargaining unit payroll as of November 30, 2012 increased by 3%, i.e. \$15,264,897. Three percent of this amount, i.e. \$457,947 will be the amount deposited in the Fund for FY2013. For FY 2014, FY 2015 and FY 2016 this amount will be increased by 3%, i.e. \$467,106, \$478,784, and \$490,753 respectively. The revenue deposited into the Fund will be used to pay a portion of the dependent health care premiums. Each year Employer, will determine the amount of dependent health benefit premiums to be paid from the Fund.

The Employer agrees to furnish individual coverage for all part-time employees who are scheduled to work at least twenty (20) hours per week and who have been employed by the County for at least six (6) consecutive months at an average of twenty (20) hours of work per week, with one-half of the cost of such individual coverage paid by the County and one-half of the cost paid by the part-time employee through payroll deduction.

Part-time employees are defined as employees who are scheduled to work at least twenty (20) hours per week and who have been employed by the county for at least six (6) consecutive months at an average of twenty (20) hours of work per week.

Dependent coverage will be made available to part-time employees who meet the same qualifications as set forth for individual coverage and the Employer will pay no less than the contributions to premiums as set forth in Appendix D for the duration of the Agreement.

Employees who elect dependent health care coverage shall relinquish four (4) days of sick leave entitlement per year of enrollment in the coverage.

The parties agree to maintain the task force established by Employer to pursue cost savings along with attempting to maintain benefits with respect to health care coverage.

In the event a full-time, part-time, non-probationary employee is on lay-off status or on authorized leave without pay, except for approved family and medical leave, for a period not to exceed one year, the Employer will provide for the immediate reinstatement of the employee under the County's health and hospitalization plan upon his/her return to full-time or part-time employment with the Employer.

ARTICLE 13 **OVERTIME**

Section 13.01. Rate of Pay

Time and one-half of the employee's regular hourly rate of pay, or compensatory time off as defined below, shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

Section 13.02. Daily

Flex time shall be defined as an officer's ability to flex his/her schedule to meet the needs of his/her caseload upon approval of their supervisor.

Any hours worked in excess of eight (8) hours in any work day or forty (40) hours in a work week may be compensated through compensatory time, given a rate of one and one-half (1 ½) hours for every hour worked. No officer may work more than eight (8) hours per day or forty (40) hours per week without the express consent of their supervisor.

An officer who has compensatory time earned must take equivalent time off during the next thirty (30) days upon notice on the prior working day. If the employee does not take this time off during the thirty (30) day period, the Employer shall schedule the time off during the next thirty (30) days.

It is understood that official business related to phone calls received at home do not give rise to "Call-Time" under Article 15, but shall be compensated through "flex-time" at the straight time rate.

Section 13.03. Weekly

All work performed in excess of forty (40) hours in any work week.

Section 13.04. Saturday and Sunday Work

All work performed on Saturday or Sunday, except as noted below:

The overtime rate specified above for Saturday work and for Sunday work shall not be paid to employees for whom these days fall regularly within the first five (5) days of the work week. These employees shall be paid time and one-half for all work performed on the sixth (6th) day of their regular work week and double time for all work performed on the seventh (7th) day in their regular work week.

Employees whose regular work schedule is more than eight (8) hours in a work day and more or less than a five (5) day work week in accordance with Article 4, Section 6, shall receive time and one-half for all work performed on their regular scheduled days off and all work performed in excess of forty (40) hours in a one (1) week period.

Section 13.05. Compensatory Time Off

A). If compensatory time off is used as the method of paying employees for overtime work, the overtime rate of pay shall be one and one-half (1 ½) hours compensatory time off for each hour of overtime work. If compensatory time off is used, it shall be by mutual agreement.

The employees in the Detention Home shall be allowed to use compensatory time within nine (9) months of the date of earning such except that if they accumulate more than forty (40) hours, the Employer may schedule such additional days off at its discretion if the employee fails to request the use of compensatory time within forty-five (45) days of earning it.

B).Compensatory Time in Detention Home

Employees assigned to Detention Home may accumulate no more than forty 40 hours of compensatory time. If the time is not scheduled and used, the employees will be paid for all compensatory time in excess of forty (40) hours. All additional or other overtime will be compensated according to the terms of this Contract.

Section 13.06. Distribution of Overtime

This Section shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week. All overtime shall be distributed equally among the employees in the job classification who normally do the work to be performed on such overtime and on the shift which is required to work the overtime hours. "Employees in the job classification who normally do the work to be performed", as used herein, is defined as – employees who are scheduled on the job for three or more turns during the week.

Overtime shall be distributed in the following manner:

- A. The Employer shall post an overtime chart, by classification, which shall include the following information: name, seniority date, classification, shift.. and number of overtime hours worked.
- B. When overtime is available in a classification, the employee with the most seniority who normally performs the work in such classification shall be offered the opportunity to work the overtime.
- C. If the employee does not wish to work the overtime, the employee next in seniority shall be offered the overtime assignment. However, such overtime offered to such employee and not worked will be counted as overtime worked for equalization purposes.
- D. When all employees in a classification have been offered overtime assignments, the scheduling procedure shall be by offering the overtime to the employee in the classification with the least number of overtime hours to his/her credit. If the lowest employees are equal, then seniority shall be used again.

Any employee absent from work for more than thirty (30) consecutive days for any reason, shall be credited on the overtime chart with the average number of hours credited to employees in his/her classification during that time.

New employees in any classification shall be credited on the overtime chart with the same number of hours as the employees in that classification with the highest number of hours credited.

ARTICLE 14

WAGES AND EVALUATIONS

Section 14.01. Base Wages

The base wages paid under this agreement shall be those shown in the Madison County Pay Step Plan, included herein as Appendix A, as implemented according to the provisions stated below.

Section 14.02. FY 2013, FY 2014, FY 2015 & FY 2016 Increases

Upon the signing of this Agreement all bargaining unit employees shall receive a one-time signing bonus of four hundred fifty dollars (\$450.00) to be paid on a separate check.

Effective December 1, 2013 the base wages shall be increased by an additional two percent (2%). The new FY 2014 base wages, effective December 1, 2013, are those shown in Appendix A.

Effective December 1, 2014 the base wages shall be increased by an additional two and one-half percent (2 1/2%). The new FY 2015 base wages, effective December 1, 2014, are those shown in Appendix A.

Effective December 1, 2015 the base wages shall be increased by an additional two and one-half percent (2 1/2%). The new FY 2016 base wages, effective December 1, 2015, are those shown in Appendix A.

The above increases shall also be applied to all employees whose current wage rates are above the step appropriate to their grade and time in service date. However, such employees shall not receive additional step increases except for the provisions of 14.05 below.

Employees shall be moved up a step on their anniversary date of employment for the appropriate year.

To A Higher Position

When an employee is promoted into a position which has a higher pay grade assignment than his/her present position, the base wage rate that the employee will receive will be the first step on the new pay grade which represents a pay increase at least as large as the next scheduled step increase under the employee's old pay grade. Employees whose wage rate is at Step 7 shall be placed on the first step on the new pay grade which represents a pay increase at least as large as one full step under the employee's old pay grade. The employee's step date will change to the date (day and month) the new wage rate begins and reflect the year that represents the first year of the new step. The new step date will only be used for the purpose of movement within the step pay system and will not affect any other benefits. Employees whose wage rate is above step 7 shall, for purposes of promotion, be treated as if their current wage rate is at step 7 when determining the proper step at the new pay grade, except in those instances when their current wage rate is greater than the appropriate step on the new pay grade, in which case the employee's wage rate shall remain unchanged until their next step or general pay increase is due.

To A Lower Position

When an employee voluntarily moves into a position which has a lower grade assignment than his/her present position, the base wage rate that the employee will receive for the new position will be the step which reflects the employee's years of service. The employee's step date will change to reflect the date. The new step date will only be used for the purpose of movement within the step pay system and will not affect any other benefits.

To An Equal Position

When an employee moves into a position which has the same grade assignment as his/her current position, the employee's base wage and step date will remain the same for the new position.

Section 14.03. Pay Differential

In addition to the regular wages listed in the Wage Schedule, a pay differential will be paid to all shift workers covered by this Agreement as follows:

3:30 P.M. – 11:30 P.M.	35 cents per hour;
11:30 P.M. – 7:30 A.M.	45 cents per hour;

Section 14.04. Pay Period

The salaries and wages of employees shall be paid bi-weekly on Friday of the appropriate week. Said pay shall be for the two-week period ending the Friday preceding payday. In the event that payday is a recognized holiday, the preceding work day shall be the payday.

Section 14.05. Mileage

Those employees required to use their personal vehicles in the course of their employment shall be reimbursed at the official IRS rate as amended by the IRS.

Section 14.06. Evaluations

Each employee in the Court Services Department shall be evaluated on an annual basis. An employee's performance evaluation shall be completed by the supervisor in the Court Services Department who has the greatest firsthand knowledge of the employee's work. An employee's performance evaluation shall be reviewed with the employee and the employee's comments shall be taken into consideration.

An employee's signature shall signify only that he or she has been given his or her performance evaluation; the employee's performance evaluation may not be altered subsequently without the employee's concurrence.

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. In addition, where the attainment of an objective was precluded by forces beyond the employee's control, that portion of the employee's performance evaluation either shall be mitigated accordingly or shall not be completed or aggregated in the overall rating. In either event, the relative weight for other sections of the employee's performance evaluation form shall be adjusted upward proportionately to allow for total distribution of the total possible points.

Where standard objectives are applied to employees whose actual caseloads or workload 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.

Since individual pay increases are based in part on an employee's annual performance evaluation, the parties agree that performance pay denial shall not be used as a subterfuge for discipline nor shall it or the annual evaluation be admissible in any disciplinary proceeding as evidence or argument in support of or against the imposition of discipline; issues to which the due process protections of Article 16 of this Agreement apply shall not be raised through the annual performance evaluation process.

Section 14.07. Parity

If the employer makes an agreement with any other Union for more wages and benefits currently agreed to, such amount will be extended to the AFSCME represented employees.

ARTICLE 15 **CALL TIME**

Any employee called to work outside of his/her regularly scheduled shift shall be paid for a minimum of three (3) hours at straight time. Any probation officer called to work outside his/her regularly scheduled shift will be compensated by compensatory time at the rate of one and one-half (1 ½) times the employee's hourly rate of pay.

ARTICLE 16 **DISCIPLINE AND DISCHARGE**

Section 16.01. Discipline

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall be for just cause and shall include only the following:

- (a) Oral reprimand
- (b) Written reprimand
- (c) Suspension (notice to be given in writing)
- (d) Discharge

Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

If the Employer has reason to reprimand an employee, it will be done in a manner that will not embarrass the employee before other employees or the public.

Any written record of disciplinary action in an employee's file will be removed from the file after two (2) years if there has been no recurrence of the type or kind of conduct giving rise to the discipline.

Pre-Disciplinary Meeting

A pre-disciplinary meeting will be held for all disciplinary other than oral reprimands. The Employer shall notify the Union and the employee of the time and place of the meeting. The employee shall be informed of his/her right to Union representation at the meeting. It shall be the employee's responsibility to notify the Union of his/her desire to have Union representation at the meeting. The employee and the Union representative, if requested by the employee, shall be informed by the Employer during the meeting of the reasons for the contemplated disciplinary action, the disciplinary measure to be imposed, the names of any witnesses involved to any related incidents, and shall be provided with copies of any pertinent documents. The employee and the Union representative, if any, shall be given an opportunity to rebut or clarify the reasons for discipline. A reasonable extension of time, not to exceed five (5) working days, will be

allowed when requested for rebuttal purposes. An extension of time will be granted, where warranted, only if both parties agree. At the conclusion of the pre-disciplinary meeting, the disciplinary measure determined appropriate by the Employer shall be imposed.

Section 16.02. Discharge

If, in any case, the Employer determines that an employee is to be discharged, the employee shall be subject to immediate suspension without pay and shall be instructed to leave the Employer's premises. In such instances the Employer shall schedule a pre-disciplinary meeting within two (2) working days following initiation of the suspension. At the conclusion of the pre-disciplinary meeting, the disciplinary measure determined appropriate by the Employer, including but not limited to discharge, shall be imposed. The Union shall have the right to take up any discharge as a grievance at the third step of the grievance procedure within seven (7) working days after the conclusion of the pre-disciplinary meeting.

Section 16.03. Notification and Measure of Disciplinary Action

An employee shall be entitled to the presence of a Union representative at an investigatory interview conducted by the employer if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her. Any witness to an incident resulting in an investigatory interview shall also be entitled to union representation. Following such an investigation the employee shall be notified that the investigation is complete. If an investigation of alleged employee misconduct does not lead to discipline, the investigation shall be closed and further will not become part of the employee's permanent file nor be used to adversely affect the employee's contractual rights.

For purposes of this section an investigation is defined as a serious breach of law, Supreme Court Rules/Regulations, Department or County Code of Ethics/Policies, etc. An investigation does not refer to the daily activity relative to the conduct of policy and procedure between management and staff.

Nothing in this section shall prevent the employer from interviewing an employee for the purpose of instructing, redirecting or reminding an employee of his/her duties or responsibilities and no disciplinary action is to be taken.

Subsequent release from duty and pay practices during such release shall continue in accord with present practice.

ARTICLE 17 **SETTLEMENT OF DISPUTES**

Section 17.01. Grievance Procedure

A grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be put in writing and be settled in the following manner:

Step 1.

The Union Steward, with or without the employee, shall discuss the grievance or dispute with the employee's immediate supervisor within ten (10) working days of the date of its occurrence or within ten (10) working days after the union could have reasonably become aware of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the steward within ten (10) working days.

Step 2.

If the grievance has not been settled, it shall be presented in writing by the Union Representative to appropriate Court Services Department division head (Superintendent of the Detention Home or Chief Probation Officer) within five (5) working days after the supervisor's response is due. The division head shall respond to the Union Representative in writing within five (5) working days.

Step 3.

If the grievance still remains unadjusted, it shall be presented by the Union Representative to the Director of the Court Services Department, in writing within five (5) working days after the response of the department head is due. The Director shall meet with Union Representative on a mutually agreed to time and date to discuss and attempt to resolve the grievance. The Director shall respond in writing to the Union Representative within five (5) working days.

Step 4.

If the grievance continues to remain unadjusted, it shall be presented by the Union Representative to the Chief Judge in writing within five (5) working days after the response of the Director is due. The Chief Judge shall meet with Union Representative on a mutually agreed to time and date to discuss and attempt to resolve the grievance. The Chief Judge shall respond in writing to the Union Representative (with a copy of the response to the Local Union President) within five (5) working days.

Step 5.

If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply of the Chief Judge is due, by written notice to the other, request a pre-arbitration conference, prior to submitting the matter to arbitration.

After the pre-arbitration conference, or if a pre-arbitration conference has not been requested, either party may request an arbitration of the grievance within fifteen (15) working days by written notice to the other. Any arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) working days after notice has been given and representatives of the Employer and the Union shall meet to select an arbitrator from a list of mutually agreed to arbitrators. If the parties fail to select an arbitrator, the State or Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike the first two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the cost of the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available to the arbitrator. If the other party desires a copy, it shall pay one-half (1/2) the transcription fee and the cost of duplicating its copy.

Section 17.02. Alleged Unfair Labor Practices

The parties agree to seek to use an alternative means to Labor Board litigation over alleged unfair labor practices. Prior to either filing or proceeding on an unfair labor practice charge, an individual shall be selected pursuant to the Section 1 Step 5 procedures above to be used as a mediator for the matter in dispute. It shall be within the purview of the mediator to determine whether the matter shall go forward as a formal hearing or as informal proceedings, based on the particulars of the dispute. In the event the matter is heard formally, the mediator shall make such findings of fact and recommendations as he/she deems appropriate. This provision shall not deprive any employee or the parties from proceeding with an unfair labor practice charge.

Section 17.03. – Pertinent Witnesses and Information

Upon request, the parties shall produce specifically requested information substantially pertinent to the grievance under consideration or a list of any witnesses reasonably available.

ARTICLE 18 **STRIKES AND LOCKOUTS**

Section 18.01. Lockouts

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

Section 18.02. Strikes, Work Stoppages and Work Slow-Downs

The Union will not call, authorize, ratify or engage in, nor will any member of the Union take part in any strike, work stoppage or work slow-down on the Employer's premises due to any other dispute or issue arising out of the provisions of this Agreement during the term of this Agreement.

Section 18.03. Sanctions for Breach

The Employer shall have the right to discipline any employee who instigates, participates in, or affords leadership to, an unauthorized strike, work stoppage or work slowdown in violation of this Agreement. Such disciplinary action may include discharge.

Section 18.04. Picket Line

No employee shall be required to cross a strike picket line, but if construction workers and/or County employees establish strike pickets, employees shall enter at entrances agreed to between the County and the construction company and/or the recognized County employee bargaining agent for that purpose.

ARTICLE 19 **GENERAL PROVISIONS**

Section 19.01. Part-time Employees

All regular part-time employees shall receive not less than pro rata fringe benefits such as vacations, holiday, sick leave, etc., based on the percentage of what their annual hours of employment bears to 2080 hours. Temporary seasonal employees, i.e. those employees who work temporarily during certain seasons of the year or who work from time to time, shall not be entitled to prorate fringe benefits but shall receive premium pay for holidays worked.

For purposes of seniority among part-time employees, seniority shall be defined as the length of continuous service of a regular part-time employee for the Employer within a given county department, institution, or elected office since the regular part-time employee's last date of hire. In the event a regular part-time employee is transferred from one department to another, he/she enters the new department as the part-time employee with the least amount of seniority. However, the transferred regular part-time employee does not lose his/her county seniority which is the basis for vacation and sick leave.

Seniority among regular part-time employees shall be for the same purposes as seniority among full-time employees as defined in Article 7, Sections 2-10/

A regular part-time employee has no seniority status except among other regular part-time employees.

A regular part-time employee who has completed the probationary period and who becomes a full-time employee shall not be required to serve another probationary period.

Section 19.02. Pledge Against Discrimination and Coercion

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed or national origin. The Union shall share equally with the Employer the responsibility for applying this provision of this Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

The Employer agrees not to interfere with the rights of the employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Limitation on Arbitration

Disputes involving alleged discrimination shall not be arbitrable if the jurisdiction of the Illinois Human Rights Commission or any federal or state Court or agency has been invoked with respect to a claim of discrimination.

Section 19.03. Visits by Union Representatives

Any meeting between the Employer and accredited representatives of the America Federation of State, County and Municipal Employees, whether Local Union Representatives, District Council Representatives, or International Representatives, shall be held at such time as is mutually agreed upon by both parties.

Section 19.04. Work Rules

All work rules shall be reasonable and uniformly enforced. Further, any changes in work rules shall be made known to all employees affected prior to such changes becoming effective.

Section 19.05. Partial Invalidity and Savings Clause

If any Article or Section of this Agreement or of any riders, thereto, shall be held invalid by operation of law, or by any tribunal of competent jurisdiction or by an arbitrator as the Illinois State Labor Relations Board applying Section 8 of this Article, or compliance with, or enforcement of any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance with, has been restrained as above set forth, the parties affected thereby shall enter into collective bargaining negotiation for the purpose of arriving at a mutually satisfactory replacement for such Article or Section. The parties recognize that the provisions of this contract cannot supersede law.

Section 19.06. Indemnification

The Union and the Employer agree that in the event the County or the Union is presented with a claim, demand, suit or issue of liability arising from any action taken by the Employer (except Article 3, Section 2 and 3) in complying with this contract or the Union in complying with the terms of this contract, that it shall be the responsibility of both parties to mutually defend such action.

Section 19.07. Protective Clothing

Management will provide protective clothing for employees engaged in work requiring the use of such clothing.

Section 19.08. Limitations of Agreement

- (a) Judicial Powers. No provision in this Agreement which is materially and adversely affects or interferes with the exercise of the constitutional, statutory, or inherent judicial powers of the Judiciary or with the application of a rule or order of the Illinois Supreme Court may be enforced. During an emergency affecting the Court's business as reasonably determined by the Chief Judge, no provision in this Agreement which materially and adversely affects or interferes with the exercise of the constitutional, statutory, or inherent administrative powers of the Judiciary may be enforced, but the unenforceability of any such provision due to the emergency shall not cause loss of wages or economic benefit to the members of the bargaining unit. The Union may raise other issues stemming from the way the emergency was dealt with pursuant to Article 11 of this Agreement.
- (b) Conduct of Lawsuits. No provision in this Agreement may interfere with the supervision or conduct of a lawsuit by a judge. No provision in this Agreement which interferes with the supervision or conduct of a lawsuit by a judge may be enforced, but the unenforceability of any such provision due to the conduct of a lawsuit by a judge shall not cause loss of wages or economic benefit to the members of the bargaining unit.
- (c) The Chief Judge of the Circuit Court may designate an agent in writing for purposes of being the named public Employer for this Circuit Court in matters arising under this Agreement.

Section 19.09. Employee Review of Personnel File

Employees shall have the right, upon request to their immediate supervisor, to review the contents of his/her personnel file. Such review may be made during working hours with no loss of pay for time spent, and the employee may be accompanied by a Union Representative if he/she so wishes. Reasonable requests to copy documents in the file shall be honored at no cost to the employee.

A copy of any disciplinary action or material related to employee performance which is placed in the personnel file shall be served upon the employee (the employee so noting receipt).

The parties agree that an employee's failure to challenge any material in such file is not meant to construe that the employee is in agreement with any such material.

Section 19.10. Disability Act

The employer will take all actions necessary to comply with all the relevant and applicable provisions of the Americans With Disabilities Act (ADA), which may include making a reasonable accommodation for a qualified disabled employee. Examples of reasonable accommodations may include, but are not limited to, the following: changing work schedule; reassigning duties; or placing a qualified employee in a different available position. This will be done without regard to the seniority provisions of this Agreement, where necessary.

Section 19.11. Travel Policy to Training Conferences and Workshops

Single Day Attendance

1. If an employee travels to and attends a conference, meeting, or workshop that lasts less than 12 hours, the employee is entitled to overtime for all time over the 8-hour workday, less commuter time deduction (CTD).

With prior approval from immediate supervisor, an employee may drive back and forth rather than stay overnight at a workshop within 100 miles from Madison County, Illinois (e.g. Springfield, IL, Mt. Vernon, IL, Effingham, IL), provided the total time including travel and meeting does not exceed twelve (12) hours.

Overnight Attendance

1. Overtime will be provided only for travel that occurs outside normal working hours on a normal working day (Monday – Friday) to an overnight conference, meeting or workshop, when public transportation is not the most direct and least expensive mode of travel, and the individual must drive. (It is not reasonable to use public transportation if the destination is within 100 miles of Madison County). Only the driver will be provided compensation. Passengers are free to relax therefore not entitled to overtime.
2. If travel to the conference occurs on a non-working day (Saturday, Sunday or holiday) then overtime will be provided only if the employee travels during their normal working hours when public transportation is not the most direct and least expensive mode of travel, and the individual must drive. Only the driver will be provided compensation. Passengers are free to relax therefore not entitled to overtime.
3. Hotel accommodations can be provided for the evening before if arrival is necessary and reasonable due to travel duration and conference location.
4. All overtime for travel must be approved in advance by the Immediate Supervisor.

Section 19.12. Union Bulletin Board

The Employer shall furnish and maintain a suitable bulletin board in a convenient place to be used by the Union including a bulletin board in each satellite location.

Section 19.13 Working Day Defined

For purposes of this Agreement, working days are defined as normal working days (Monday – Friday, excluding holidays).

ARTICLE 20
SUB-CONTRACTING

It will be the policy of the Employer to make every reasonable effort to utilize its employees to perform work they are qualified to do, and to that end, the Employer will avoid, insofar as is possible the sub-contracting of work performed by Judicial employees in the bargaining unit. However, the Employer reserves the right to contract out any work it deems necessary or desirable because of greater efficiency, economy, or other related factors.

ARTICLE 21
LABOR-MANAGEMENT MEETING

The Employer shall strive to maintain communications between Labor and Management in order to cooperatively discuss and solve problems of mutual concern. Topics of conversation may include but are not limited to: Health and Safety factors, Personnel Matters, Sub-contracting, etc. Meetings for the purpose of maintaining communications shall occur at a time, place and date mutually agreed upon by both parties.

Such communication may occur directly between the appropriate Union Committee and/or its representatives and the Chief Judge or his designee. Each party shall prepare and submit an agenda to the other party one week prior to the scheduled meeting. Minutes shall be taken and forwarded to the other parties.

Should any disagreement occur between the parties hereto concerning the settlement of issues of concern and remain unsolved, an employee or group of employees may file a complaint concerning such matters and such complaint shall be processed in accordance with Article 17, Settlement of Disputes. Such compliance shall not, however, be subject to arbitration (Step 5, of Article 17, Settlement of Disputes).

ARTICLE 22
NOTICES

Notices required by this Agreement shall be deemed to have been adequately given if served to the representatives when served via hand delivery, facsimile and/or certified mail, return receipt requested, upon the representative named below at the address or facsimile number indicated below, unless otherwise notified in writing:

Notice to the Union shall be addressed to:

AFSCME Council 31
3909 W. Ernestine Drive, Suite 2
Marion, Illinois 62959
Facsimile: 618-993-8012

and

AFSCME Local 799
President

P.O. Box 125
Edwardsville, Illinois 62025-0125

Notice to the Employer shall be addressed to:

Chief Judge of the Third Judicial Circuit
155 N. Main Street, 4th Floor
Edwardsville, Illinois 62025
Madison County Government
Facsimile: 618-296-7475

and

Judy Dallas, Director of Probation and Court Services
157 N. Main Street, Suite 312
Edwardsville, Illinois 62025
Facsimile: 618-656-4591

Notices required under this section shall include notices required under sections 7.04, 7.07, 7.08, 16.01, 16.03 and Article 23 shall be served in accordance with this Article as well as any proposed changes in the status quo which may affect wages, hours or terms or conditions of employment.

The parties further agree that notices required by this Article may be served on the parties via electronic mail. The parties agree to reduce to writing those electronic mail addresses to be used in such cases. These may be changed or amended as changes occur by written notification to the parties as outline above in this Article.

ARTICLE 23
TERMINATION

This Agreement shall be effective as of the 1st day of December, 2012 and shall remain in full force and effect until the 30th day of November, 2016. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to either the termination date or the anniversary date that it desires to modify this Agreement. Should neither party to this Agreement notify the other party of the desire for a change within the time specified, this Agreement shall continue in full force and effect for the following year and so on, year after year. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the termination or anniversary date.

In the event negotiations are not completed thirty (30) days prior to the expiration date of this Agreement, or if a good-faith impasse is reached prior thereto, either party may request appointment of a mediator by the Federal Mediation and Conciliation Service, and shall notify the Illinois State Labor Relations Board of the appointment.

This Agreement shall remain in full force and effect during the period of negotiations and mediation.

**APPENDIX A
WAGE SCHEDULES
FY 2013 – FY 2016**

FY 2013							
MADISON COUNTY AFSCME PROBATION & COURT SERVICES STEP PLAN							
December 1, 2012 thru November 30, 2013							
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
	Start	2 Yrs	5 Yrs	9 Yrs	12 Yrs	15 Yrs	18 Yrs
	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
	Rate	Rate	Rate	Rate	Rate	Rate	Rate
PROBATION DEPARTMENT:							
GRADE-10	\$22.21	\$25.31	\$26.92	\$28.48	\$30.02	\$31.63	\$33.37
GRADE-09	\$22.72	\$25.70	\$27.19	\$28.69	\$30.18	\$31.67	\$33.35
GRADE-08	\$20.60	\$25.23	\$25.03	\$26.44	\$27.93	\$29.38	\$31.04
GRADE-07	\$19.70	\$22.52	\$23.90	\$25.31	\$26.68	\$28.12	\$29.66
GRADE-04	\$16.42	\$18.75	\$19.94	\$21.07	\$22.27	\$23.39	\$24.77
GRADE-03	\$15.52	\$17.73	\$18.81	\$19.94	\$21.01	\$22.09	\$23.39
GRADE-02	\$15.10	\$17.25	\$18.32	\$19.41	\$20.48	\$21.55	\$22.81
GRADE-01	\$13.96	\$16.00	\$16.95	\$17.97	\$18.99	\$19.94	\$21.14
COURT SERVICES- According to General Unit Step Plan:							
GRADE-11	\$21.43	\$22.88	\$23.54	\$24.26	\$24.97	\$25.67	\$26.57
GRADE-05	\$15.65	\$16.66	\$17.08	\$17.56	\$18.04	\$18.58	\$19.22

FY 2014							
MADISON COUNTY AFSCME PROBATION & COURT SERVICES STEP PLAN							
December 1, 2013 thru November 30, 2014							
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
	Start	2 Yrs	5 Yrs	9 Yrs	12 Yrs	15 Yrs	18 Yrs
	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
	Rate	Rate	Rate	Rate	Rate	Rate	Rate
PROBATION DEPARTMENT:							
GRADE-10	\$22.65	\$25.82	\$27.46	\$29.05	\$30.62	\$32.26	\$34.04
GRADE-09	\$23.17	\$26.21	\$27.73	\$29.26	\$30.78	\$32.30	\$34.02
GRADE-08	\$21.01	\$25.23	\$25.53	\$26.97	\$28.49	\$29.97	\$31.66
GRADE-07	\$20.09	\$22.97	\$24.38	\$25.82	\$27.21	\$28.68	\$30.25
GRADE-04	\$16.75	\$19.13	\$20.34	\$21.49	\$22.72	\$23.86	\$25.27
GRADE-03	\$15.83	\$18.08	\$19.19	\$20.34	\$21.43	\$22.53	\$23.86
GRADE-02	\$15.40	\$17.60	\$18.69	\$19.80	\$20.89	\$21.98	\$23.27
GRADE-01	\$14.24	\$16.32	\$17.29	\$18.33	\$19.37	\$20.34	\$21.56
COURT SERVICES- According to General Unit Step Plan:							
GRADE-11	\$21.86	\$23.34	\$24.01	\$24.75	\$25.47	\$26.18	\$27.10
GRADE-05	\$15.96	\$16.99	\$17.42	\$17.91	\$18.40	\$18.95	\$19.60

FY 2015
MADISON COUNTY AFSCME PROBATION & COURT SERVICES STEP PLAN
December 1, 2014 thru November 30, 2015

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
	Start	2 Yrs	5 Yrs	9 Yrs	12 Yrs	15 Yrs	18 Yrs
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
PROBATION DEPARTMENT:							
GRADE-10	\$23.22	\$26.47	\$28.15	\$29.78	\$31.39	\$33.07	\$34.89
GRADE-09	\$23.75	\$26.87	\$28.42	\$29.99	\$31.55	\$33.11	\$34.87
GRADE-08	\$21.54	\$25.23	\$26.17	\$27.64	\$29.20	\$30.72	\$32.45
GRADE-07	\$20.59	\$23.54	\$24.99	\$26.47	\$27.89	\$29.40	\$31.01
GRADE-04	\$17.17	\$19.61	\$20.85	\$22.03	\$23.29	\$24.46	\$25.90
GRADE-03	\$16.23	\$18.53	\$19.67	\$20.85	\$21.97	\$23.09	\$24.46
GRADE-02	\$15.79	\$18.04	\$19.16	\$20.30	\$21.41	\$22.53	\$23.85
GRADE-01	\$14.60	\$16.73	\$17.72	\$18.79	\$19.85	\$20.85	\$22.10
COURT SERVICES- According to General Unit Step Plan:							
GRADE-11	\$22.41	\$23.92	\$24.61	\$25.37	\$26.11	\$26.83	\$27.78
GRADE-05	\$16.36	\$17.41	\$17.86	\$18.36	\$18.86	\$19.42	\$20.09

FY 2016
MADISON COUNTY AFSCME PROBATION & COURT SERVICES STEP PLAN
December 1, 2015 thru November 30, 2016

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
	Start	2 Yrs	5 Yrs	9 Yrs	12 Yrs	15 Yrs	18 Yrs
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
PROBATION DEPARTMENT:							
GRADE-10	\$23.80	\$27.13	\$28.85	\$30.52	\$32.17	\$33.90	\$35.76
GRADE-09	\$24.34	\$27.54	\$29.13	\$30.74	\$32.34	\$33.94	\$35.74
GRADE-08	\$22.08	\$25.23	\$26.82	\$28.33	\$29.93	\$31.49	\$33.26
GRADE-07	\$21.10	\$24.13	\$25.61	\$27.13	\$28.59	\$30.14	\$31.79
GRADE-04	\$17.60	\$20.10	\$21.37	\$22.58	\$23.87	\$25.07	\$26.55
GRADE-03	\$16.64	\$18.99	\$20.16	\$21.37	\$22.52	\$23.67	\$25.07
GRADE-02	\$16.18	\$18.49	\$19.64	\$20.81	\$21.95	\$23.09	\$24.45
GRADE-01	\$14.97	\$17.15	\$18.16	\$19.26	\$20.35	\$21.37	\$22.65
COURT SERVICES- According to General Unit Step Plan:							
GRADE-11	\$22.97	\$24.52	\$25.23	\$26.00	\$26.76	\$27.50	\$28.47
GRADE-05	\$16.77	\$17.85	\$18.31	\$18.82	\$19.33	\$19.91	\$20.59

APPENDIX B

JUDICIAL UNIT BARGAINING UNIT JOB TITLES AND GRADES

Grade 11

Circuit Court Bailiff*

Circuit Court Law Librarian*

Grade 5

Circuit Court Secretary*

Circuit Court Law Library Secretary*

Public Defender Secretary*

PROBATION DEPARTMENT:

Grade 10

Program Coordinator

Grade 9

High Risk Officer

Grade 8

Specialist

Grade 7

Probation/Detention Officer/Nurse

Grade 4

Maintenance

Grade 3

Secretary

Grade 2

Cook

Grade 1

Transportation Officer

*Titles are paid according to the General Unit Step Plan

MEMORANDUM OF UNDERSTANDING
PROBATION OFFICERS

Because compensatory time is time, which a probation officer has already worked, when a probation officer uses compensatory time consecutive with his or her lunch hour, the lunch hour shall be considered time worked in determining the eight (8) hour workday.

MEMORANDUM OF UNDERSTANDING
FAMILY MEDICAL LEAVE ACT

The Employer agrees to comply with the Family and Medical Leave Act and its regulations, as amended from time to time.

AGREEMENT BETWEEN THE
CHIEF JUDGE AND AFSCME CONCERNING CERTAIN POSITIONS

1. Employer agrees to recognize AFSCME as the exclusive bargaining representative for bailiffs assigned to the Third Judicial Circuit in Madison County, secretary classification in the public defender's office, the law librarian and secretary in the law library, the secretary in the Circuit Court, Detention Home Transportation Officers, and Detention Home Nurse.
2. The Collective Bargaining Agreement between AFSCME and the Chief Judge of the Third Judicial Circuit is extended in its entirety to the classifications set forth in paragraph 1. All of the classifications in this memorandum of understanding will be made part of the Madison County General Unit Step Pay Plan.
3. It is further agreed that the distinction among bailiffs has been eliminated.
4. The bailiffs shall remain at Grade 11 with certain conditions, those conditions being:
 - (a) The Chief Judge and Circuit Judges shall have total discretion in the hiring of bailiffs and any other positions in the bargaining unit.
 - (b) The Chief Judge and Circuit Judges shall have total discretion in the assignment of bailiffs.
 - (c) The Madison County Board appropriate the revenue necessary to compensate for wage increases for all personnel in the bargaining unit and transfer same for that purpose.

5. The following positions and classifications are covered by this agreement and the compensation for such position will be as provided in the Madison County General Unit Step Plan:
 - a. Circuit Court Secretary – Grade 5
 - b. Circuit Court Law Librarian – Grade 11
 - c. Circuit Court Law Library Secretary – Grade 5
 - d. Circuit Court Bailiff – Grade 11
 - e. Public Defender Secretary – Grade 5

MEMORANDUM OF UNDERSTANDING

MILITARY LEAVE POLICY

Military Leave

Any full-time employee of Madison County Government, who is a member of any reserve component of the United States armed forces or of any reserve component of the Illinois State Militia, shall be granted leave from his or her public employment for any period of actively spent in military service, including:

1. Call to active duty by order of the President;
2. Basic training;
3. Special or advanced training, whether or not within the State, and whether or not voluntary; and
4. Annual training.

During these leaves, the employee's seniority and other benefits shall continue to accrue.

During leaves for active duty by order of the President, if the employee's compensation for military activities is less than his or her compensation as a County employee, he or she shall receive his or her regular compensation as a public employee minus the amount of his or her base pay for military activities

During leaves for annual training, the employee shall continue to receive his or her regular compensation as a County employee.

During leaves for basic training and up to 60 days of special or advanced training, if the employee's compensation for military activities is less than his or her compensation as a County employee, he or she shall receive his or her regular compensation as a public employee minus the amount of his or her base pay for military activities.

Such employees shall have and retain such rights with respect to reinstatement, seniority, vacation, layoffs, compensation, and length of service pay increases as may be from time to time provided by applicable federal or state law.

Advance notice from the employee must be given either in writing or orally. However, the notice requirement is excused when either "military necessity" prevents employees from giving notice or circumstances make it impossible or unreasonable for employees to provide notice.

The County may require returning employees to provide documentation of the length and character of their uniformed service. When such documentation is unavailable to returning employees, they will be reemployed until the documentation becomes available.

Employees returning from a Military Leave have a right to reemployment, as long as the County's circumstances have not changed to the extent that it would be impossible or unreasonable to provide continued employment.

Upon satisfactory completion of military service and timely notice of intent to return to work, an employee whose period of uniformed service is 90 days or less shall be promptly reemployed in the position the employee would have held had he/she been continuously employed, so long as the employee is qualified for the position or can become qualified after "reasonable efforts" by the employer. If the employee cannot become qualified after "reasonable efforts" the employee will be reinstated to the job the employee held prior to the commencement of the uniformed service. If an employee cannot become qualified for either of these positions, even after reasonable efforts by the employer, the employee is to be placed in the position that most nearly approximates the positions described above and which the employee is able to perform.

An employee whose period of uniformed service is greater than 90 days shall be promptly reemployed in the position he/she would have held had the employee remained continuously employed or in a position of like seniority, status and pay, so long as the employee is qualified for such a position or can become qualified after "reasonable efforts" by the employer. If the employee cannot become qualified after "reasonable efforts" the employee will be reinstated to the job the employee held prior to the commencement of the uniformed service, or in a position of like seniority, status and pay. If an employee cannot become qualified for any of the positions described above, the employee is to be placed in the position that most nearly approximates the positions described above and which the employee is able to perform.

An employee must apply for reinstatement to a job within 90 days after being released from active duty. Reservists and National Guardsmen returning from initial active duty for training must apply for reinstatement within 31 days after being released from military duty. Employees returning from all other active duty for training must report to work on the first scheduled working day following completion of training. If an employee, on return from military service, is physically unable to perform the duties of the employee's previous job, the County will attempt to place the employee in a position of similar status and pay that is compatible with the employee's physical disabilities.

Employees who leave their employment to perform military service are entitled to continued health benefits and health benefits for their dependents, who are normally eligible for coverage.

The employee's period of military service will be treated as service with the employer in determining vesting and benefit accrual under the pension plan. The County will make contributions to the plan in amounts equal to the contributions that would have been made if the employee had been actively employed during the period of military service.

Madison County follows the guidelines of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), Local Government Employees Benefits Continuation Act, and the Military Leave of Absence Act. The U.S. Department of Labor,

Veterans Employment and Training Services (VETS) is authorized to investigate and resolve complaints of USERRA violations. For assistance in filing a complaint or for other information on USERRA contact VEST at 1-866-4-USA-DOL.

**MEMORANDUM OF AGREEMENT
INSURANCE POOL FUND REPORT**

The Auditor shall provide to the Union as report of all income and expenses for the AFSCME Insurance Pool Fund on a quarterly basis.

The report shall be sent to the Local Union President.

**MEMORANDUM OF UNDERSTANDING
INSURANCE POOL TASK FORCE**

The parties shall continue to utilize the Insurance Pool Task Force.

The Task Force size and composition shall be eight AFSCME members, three PBLC and six non-bargaining unit managers.

The Task Force shall begin meeting no later than June 15th in order to prepare for the next insurance year.

**MEMORANDUM OF UNDERSTANDING
ARBITRATION PANEL**

The parties agree to create a list of at least seven mutually agreed to arbitrators to hear grievances processed to the arbitration step of the grievance procedure.

Once the arbitration panel is established the first choice shall be determined by a coin toss between the parties. The first arbitrator shall be chosen from the panel by the winner of the coin toss. The next arbitration case shall be heard by the next arbitrator on the panel and so on down the list. Once the list is exhausted the parties will return to the first arbitrator listed and shall continue down the list again.

Once an arbitrator is chosen from the panel the parties shall schedule the grievance with the chosen arbitrator on a date and time mutually agreeable to the parties and the arbitrator.

Either party may request to have an arbitrator removed from the panel. The arbitrator will be replaced with another mutually agreed to arbitrator. Requests to remove arbitrators from the panel shall be reasonable and not done in an arbitrary or capricious manner.

The arbitration panel shall be established by the parties within sixty (60) days of the signing of this Memorandum of Understanding.

The arbitration panel for the term of this Agreement shall be as follows:

Steven Bierig
Steven Briggs
Brian Clauss
George Fleischli
Jack Fletcher
Gerald Fowler
Amedeo Greco
Stephen Hayford
Richard Myers
Daniel Nielsen
Eric Schmitz
Barry Simon
Robert Tedesco
Glenn Zipp

**MEMORANDUM OF AGREEMENT
BETWEEN
MADISON COUNTY
AND
AFSCME COUNCIL 31, ON BEHALF OF LOCAL 799**

The parties do hereby enter into this Agreement to implement a Voluntary Separation Incentive Plan as outlined below.

1. Voluntary Separation Incentive Plan:

- a. Any AFSCME employee who qualifies under the terms of this agreement and provides an irrevocable notice of their intent to separate from employment with Madison County Government before November 30, 2014 shall receive a voluntary separation incentive.
- b. The irrevocable notice of intent to separate must be received in writing February 1, 2014, in the form of a voluntary separation agreement, to qualify for this benefit.
- c. Any employee who turns age 62 prior to November 30, 2014 and has at least eight years of service is eligible for an incentive.
- d. The voluntary separation incentive shall be the employee share of single coverage premiums (\$500) paid by the AFSCME Health Insurance Pool Fund for no more than 36 months after commencement of their retirement date, or up to age 65 whichever occurs first.
- e. In lieu of the health insurance incentive, an employee who is already age 65 or above, or will be age 65 or above by the time of retirement, may choose to be paid a lump sum payment of the equivalent of eighteen months of the employer portion of the

health insurance premium (\$9,000) at retirement. Funds for this payout will be from the AFSCME Health Insurance Pool Fund.

The parties agree to meet after the February 1, 2014 deadline outlined in section (a) above to discuss if it is feasible to extend the Voluntary Separation Incentive to additional employees in calendar year 2015.

MEMORANDUM OF AGREEMENT **VOLUNTARY FURLOUGH PROGRAM**

The parties do hereby enter into this Agreement to implement a Voluntary Furlough Program as outlined below.

1. The choice to take or not to take furlough days shall be strictly voluntary by the employee. Approval of any furlough shall be at the sole discretion of the employer.
2. Furlough days are defined as those days an employee may elect to take off without pay.
3. Furlough days may be taken in one-half and full day increments based on the employee's preference.
4. Employees may spread furlough days out over the fiscal year.
5. For Fiscal 2014, employees may choose furlough days quarterly. Employees shall choose any dates they wish to take as furlough days thirty (30) days prior to the commencement of each new quarter. The parties may mutually agree to extend this Agreement for additional years.
6. Employees may request to take furlough days after the time frames identified above. However, these requests are subject to the mutual agreement of the employer.
7. Employees who elect to take voluntary furlough days shall not be penalized in any way. Employees who elect to take voluntary furlough days shall continue to accrue seniority, benefit time and any other benefits as if he/she had worked during any days voluntary furlough days were taken during the fiscal year.

MEMORANDUM OF UNDERSTANDING **HEALTH IMPROVEMENT PROGRAM**

The parties agree to meet to negotiate regarding a Health Improvement Program (HIP) for the Madison County Health Insurance Plan.

This will entail discussions about incentives for employees to participate in the HIP, including plan changes and/or premium changes, well care for employees as well as other cost saving measures.

Prior to the commencement of these discussions the parties will work to balance Union &

Management representation on the Insurance Committee in order to insure its make up conforms to the original agreements establishing this Committee.

The Insurance Committee shall begin meeting no later than December 2013 to commence discussions on the implementation of a HIP. The AFSCME Staff Representative shall be a part of the Committee during these discussions, in addition to the Union's normal compliment of representatives on the Insurance Committee.

MEMORANDUM OF UNDERSTANDING

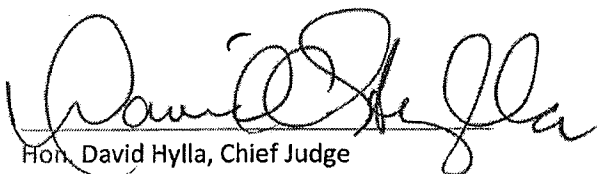
The parties agree that the language contained in **Section 11.03 Paid Leaves (Personal Leave Days)** of the current Collective Bargaining Agreement between the Chief Judge of the Third Judicial Circuit and the American Federation of State, County and Municipal Employees, Council 31 on behalf of Local 799 (aka: the Judicial Unit) is in error.

The parties agree the correct language for Section 11.03 Paid Leaves (Personal Leave Days) should be as follows:

After an employee has completed ninety (90) calendar days of employment with the Probation and Court Services Department, he/she shall be granted one personal day for each quarter or portion thereof remaining in the fiscal year. After completion of the initial fiscal year of employment, all employees shall thenceforth be granted four (4) personal leave days with pay to be taken within each fiscal year. Personal leave may be taken in one-half (1/2) hour increments. Personal leave days will be granted upon request unless such request would unreasonably interfere with the operations of the department. Personal Leave Days may not be carried over from one fiscal year to the next. Part-time employees will receive personal days on a pro-rata basis.

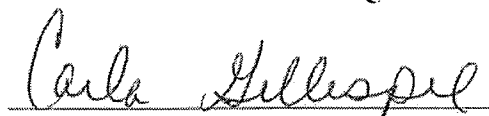
In Witness Whereof, the parties do set their hand this 1st day of September 2015.

For the Employer:



Hon. David Hylla, Chief Judge
Third Judicial Circuit of Illinois

For AFSCME:



Carla Gillespie, Staff Representative
AFSCME Council 31