

**AGREEMENT BETWEEN
CHIEF JUDGE OF THE ELEVENTH JUDICIAL CIRCUIT**

AND

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

**ON BEHALF OF AND WITH LODGE NO. 186 FOR THE
PROBATION OFFICERS OF LIVINGSTON COUNTY, ILLINOIS**

BARGAINING UNIT

DECEMBER 1, 2019 TO NOVEMBER 30, 2022

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PREAMBLE

This Agreement is entered into by the Chief Judge of the Eleventh Judicial Circuit, hereinafter referred to as "Employer", and the Illinois Fraternal Order of Police Labor Council on behalf and with Lodge No. 186 for the Probation Officers of Livingston County, Illinois, hereinafter referred to as the "Labor Council" or "bargaining unit". Livingston County, Illinois, is also referenced in this Agreement and is hereinafter referred to as "County."

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

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

ARTICLE I

RECOGNITION

Section 1.1 Unit Description

The Employer hereby recognizes the Labor Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all full-time Probation Officers and Senior Probation Officers in the bargaining unit. The bargaining unit shall include: All full-time Probation Officers and Senior Probation Officers in the Livingston County Probation Office, and exclude all Senior Probation Officers/Supervisors, all supervisory, confidential and managerial employees and all other employees of the Chief Judge of the Eleventh Judicial Circuit. A member or the members of the bargaining unit are hereinafter referred to as "employee" or "employees".

Section 1.2 Supervisors

Supervisors may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by supervisors shall not cause any layoffs of the bargaining unit employees.

ARTICLE II

NEW CLASSIFICATION, VACANCIES AND PROMOTIONS

Section 2.1 New Classifications

Where the Employer finds it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employer and Labor Council agree to jointly petition the State Labor Board to seek the necessary unit clarification.

If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date of inclusion, the Labor Council may appeal the proposed pay grade to the 2nd step of the grievance procedure (Resident Judge or his designee).

The Resident Judge or his designee shall determine the reasonableness of the proposed salary grade in relationship to:

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

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

If the decision of the Resident Judge or his designee is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation.

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

Section 2.2 Vacancies

Vacancies shall be created and filled in accordance with past practice with the Chief Judge or his designee making the selection of new employees.

ARTICLE III

NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunity

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

Section 3.2 Labor Council Membership or Activity

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

Section 3.3 Use of Masculine Pronoun

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

ARTICLE IV

MANAGEMENT RIGHTS

The Employer possesses the sole right to operate the Probation Department of Livingston County, Illinois, and all management rights repose in it. Nothing herein shall affect the internal control authority of the Chief Judge or her designee. Except as specifically amended, changed or modified by the Agreement, these rights include, but are not limited to, the following:

- (a) To direct all operations of the Probation Department in the County;
- (b) To establish reasonable work rules and schedules of work;
- (c) To hire employees from the Administrative Office of the Illinois Courts eligibility list, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the County;
- (d) To suspend, discharge and take other disciplinary action against employees under the established work rules and regulations of the Chief Judge and Livingston County, Illinois, and the provisions of this Agreement;
- (e) To lay off employees;
- (f) To maintain efficiency of Probation Department operations;
- (g) To introduce new or improved methods or facilities;
- (h) To change existing methods or facilities;
- (i) To determine the kinds and amounts of services to be performed as pertains to the Probation Department operations; and the number and kind of classifications to perform such services;
- (j) To contract out for goods or services;
- (k) To determine the methods, means and personnel by which Probation Department operations are to be conducted:
 - (1) To set assignment of cars and equipment to personnel and to change these as needed to meet Probation Department needs and priorities;
 - (2) To determine proper attire for all personnel, to change, alter or amend this clothing and equipment as needed.
 - (3) To determine the shift or duty assignments, the number of personnel per shift or duty assignments, and not to change or alter these without at least five (5) days' notice except in emergencies or by mutual agreement. Refusal by the employee to agree to changes or alterations in non-emergency situations shall not be cause for any disciplinary action against the employee;
 - (4) To require compliance with regular written department rules and regulations, and to all general orders, special orders, official notices or

memorandum issued from the Illinois Supreme Court or the Chief Judge or her designee on official letterhead, memorandum, general or special order, or other identifiable department documents, as well as both the rules and regulations of the Chief Judge and the established Livingston County personnel policy and procedure manual;

- (5) To require prior notification of any outside part-time employment and to set reasonable restrictions thereon and annually to renew the notification or provide additional notification upon a change of any outside part-time employment.
 - (6) To establish required training sessions and qualifications for specific duty assignments and to change or amend these requirements as needed to meet departmental needs or requirements;
 - (7) To determine the proper utilization of department vehicles and equipment, the proper cleaning, care and maintenance of those vehicles and equipment, the number of personnel assigned to each vehicle and the location of vehicles when not in service;
 - (8) To retain the right to issue and/or assign any or all department equipment and vehicles to employees or other individuals as necessary and directed by the Chief Judge or her designee; and,
 - (9) To schedule overtime work as required in the manner most advantageous to the department and in accordance with this Agreement.
- (l) To take whatever action is necessary to carry out the functions of the Probation Department in situations of emergency.

ARTICLE V

SUBCONTRACTING

Section 5.1 General Policy

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. The Employer shall have the right to subcontract any work currently

being performed by bargaining unit employees so long as it does not reduce the hours of work, cause the layoff of employees or be utilized to prevent the filling of a vacancy. Professional services not currently being performed by bargaining unit employees may be contracted out to third parties.

ARTICLE VI

F.O.P. REPRESENTATIVES

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

Section 6.1 Grievance Processing

Reasonable time while on duty shall be permitted Labor Council representatives for the purpose of aiding or assisting or otherwise representing employees in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

Section 6.2 Labor Council Negotiating Team

Two (2) members designated as being on the negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. This shall include reasonable time before and after each session to confer with the Council representative on the matters under negotiations. If a designated Labor Council negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

ARTICLE VII

DUES DEDUCTION

Section 7.1 Dues Deduction

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Labor Council dues and initiation fee, if any, set forth in such form and any authorized increase thereof, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Labor Council in accordance with the laws of the State of Illinois. The Labor Council shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its

effective date. A copy of the Dues Deduction Authorization Form is attached hereto as Exhibit A and made a part hereof by reference.

Section 7.2 Dues

Each employee who on the effective date of this Agreement is a member of the Labor Council, and each officer who becomes a member after that date, shall maintain his membership in good standing in the Labor Council during the term of this Agreement.

With respect to any officer on whose behalf the Employer receives written authorization in a form agreed upon by the Labor Council and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Labor Council by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Labor Council. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Labor Council during the fifteen (15) day period prior to the expiration of this Agreement. The Employer will not similarly deduct dues in any other organization as to employees covered by this Agreement.

Section 7.3 Indemnification

The Union shall indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken by the Employer in complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of the provisions of this Article.

ARTICLE VIII
INDEMNIFICATION

Section 8.1 Employer Responsibility

The Employer shall be responsible for, hold employees harmless from, and pay for damages, except punitive damages, or moneys which may be adjudged, assessed or otherwise levied against any employee covered by this Agreement.

Section 8.2 Legal Representation

Employees shall have legal representation provided by the Employer in any civil cause of action brought against an employee resulting from or arising out of the performance of duties.

Section 8.3 Cooperation

Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 8.4 Applicability

The Employer will provide the protection set forth in Section 1 and Section 2 above, so long as the employee is acting within the scope of his employment and where the officer cooperates, as defined in Section 3 above, with the Employer in defense of an action or actions or claims. Intentional acts or willful acts or misconduct are not covered by this Agreement.

ARTICLE IX

NO STRIKE

Section 9.1 No Strike Commitment

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

Section 9.2 Resumption of Operations

In the event of action prohibited by Section 1 above, the Labor Council immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to

achieve a prompt resumption of normal operations. The Labor Council, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 9.3 Labor Council Liability

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

Section 9.4 Discipline of Strikers

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

Section 9.5 Employer Judicial Remedies

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

ARTICLE X

PERSONNEL FILES

Section 10.1 Personnel Files

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

Section 10.2 Inspection

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

- (a) Such inspection shall occur at a time mutually acceptable to the employee and Employer and shall take place in the presence of a representative of Employer. The employee may have a representative of the Labor Council present during such inspection.
- (b) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request.
- (c) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment of the cost of copying. The Employer will provide any copies requested.
- (e) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his file with respect to such grievance, that employee may have a representative of the Labor Council present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedure contained in this Article. Any such inspection shall be done with an Employer representative present. If an employee disagrees with any information contained in the personnel file, the employee may submit a written statement of his position which shall become an integral part of that portion of the file over which disagreement exists, until such portion is permanently removed from such file.
- (f) If the employee disagrees with any information contained in the personnel record, a removal or correction of that information may be mutually agreed upon by the Employer and the employee. If an agreement cannot be reached, the employee may submit a written statement explaining the employee's position. The Employer shall attach the employee's statement to the disputed portion of the personnel record. The employee's statement shall be included whenever disputed portion of the personnel record is released to a third party as long as the disputed record is a part

of the file. The inclusion of any written statement attached in the record without further comment or action by the Employer, shall not be construed as an indication that Employer agrees with its content. If either the Employer or the employee places in the personnel record information which is false, the Employer or employee, whichever is appropriate, shall have remedy through the grievance procedure to have that information expunged.

- (g) Pre-employment information, such as reference reports, credit checks or information provided to the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying. In addition, pre-employment psychological tests, reports and evaluations, which are the sole property of the Employer, shall be confidential and shall not be released to the employee for examination or copying.
- (h) Any written memorandums evidencing oral reprimands may be removed from all files after one (1) year unless other disciplinary action involving the same or similar behavior by the employee has been taken. Written reprimands may be removed from all files after two (2) years unless other disciplinary action involving the same or similar behavior by the employee has been taken. It shall be the responsibility of the employee to make a request that any oral and/or written reprimands be removed from his files. Any reprimand material not removed by a request from an employee may be used in any manner or in any form adverse to the employee's interest. An employee shall not be able to request that any reprimand material in his files be removed because of the passage of time set forth above if there is a pending disciplinary action or grievance involving the same or similar behavior against the employee. After the disciplinary action or the grievance procedure has been completed, the employee may request that any reprimand material be removed from his files because of the passage of time.

Section 10.3 Notification

Employees shall be given reasonable notice by Employer when formal, written disciplinary documentation is placed in their personnel file.

Section 10.4 Limitation on Use of File Material

It is agreed that any material and/or matter not available for inspection, such as provided in Section 1 above, shall not be used in any manner or any forum adverse to the employee's interests.

Section 10.5 Use of File Material

Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise un-sustained file, shall not be used against the employee in any future proceedings.

ARTICLE XI

DISCIPLINE AND DISCHARGE

Section 11.1 Discipline and Discharge

The parties recognize the principles of progressive and corrective discipline. However, based on the severity of the offense or the employee's record, the Employer may institute discipline at any level.

Disciplinary action or measures shall include but not be limited to the following:

- a) oral reprimand
- b) written reprimand
- c) demotion
- d) suspension (notice to be given in writing) either with or without pay
- e) discharge

Disciplinary action may be imposed against an employee only for just cause. The type of disciplinary action will be at the discretion of the Employer in consideration of all relevant factors. Any disciplinary action or measure imposed against an employee may be processed as a grievance through the regular grievance procedure.

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

Section 11.2 Pre-disciplinary Meeting

For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall notify the local Labor Council of the meeting and then shall meet with the employee involved and inform the employee of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The employee shall be informed of his contract rights to Labor Council representation and shall be entitled to such, if so requested by the employee, and the employee and Labor Council Representative shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Labor Council Representative shall be available within twenty four (24) hours of notification. If the employee does not request Labor Council representation, a Labor Council Representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 11.3 Investigatory Interviews

Where the Employer desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Employer agrees to first inform the employee that the employee has a right to Labor Council representation at such interview. If the employee desires such Labor Council representation, no interview shall take place without the presence of a Labor Council representative. The role of the Labor Council representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts.

ARTICLE XII

DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 12.1 Definition of a Grievance

A grievance is defined as any unresolved difference between the Employer and the Labor Council or any employee regarding the application, meaning or interpretation of this Agreement but shall not include those provisions of the Agreement which are excluded and not subject to the grievance mechanism. The grievance mechanism may also be modified and/or restricted by other provisions of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

Section 12.2 Representation

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

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

Section 12.3 Subject Matter

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, the signature of the grieving employee or employees and the date utilizing the Grievance Form attached hereto as Exhibit B and made a part hereof by reference.

Section 12.4 Time Limitations

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 3. Time limits may be extended by mutual agreement.

Section 12.5 Grievance Processing

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

Section 12.6 Grievance Meetings

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

Section 12.7 Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

Step 1. The Labor Council shall prepare a written grievance on a form mutually agreed to and presented to the Director no later than ten (10) business days after the employee knew or should have known of the occurrence of the matter giving rise to the grievance. Within five (5) business days after the grievance has been submitted to the Director, the Director or his designee shall meet with the grievant and the Labor Council Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Director or his designee shall respond in writing to the grievant and the Labor Council Representative within ten (10) days following the meeting.

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

Circuit Judge shall respond in writing to the grievant and the Labor Council within five (5) business days following the meeting.

Step 3.

If the grievance is not settled at Step 2, the grievance may be referred to in writing, within ten (10) business days after the decision of the Resident Circuit Judge, to the Chief Judge of the Eleventh Judicial Circuit or his designee. Grievances must be served on the Chief Judge or his designee by certified mail, return receipt requested or by personal service to the Chief Judge in the County of his residence or by personal service on the Trial Court Administrator at 305 Law and Justice Center, 104 West Front Street, Bloomington, Illinois. Within twenty (20) business days after the grievance has been filed with the Chief Judge, the Chief Judge or his designee shall meet with the Labor Council and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Chief Judge or his designee shall respond in writing to the grievant and the Labor Council within five (5) business days following the meeting.

Step 4.

If the dispute is not settled at Step 3, the matter may be submitted to arbitration within ten (10) business days after the written decision of the Chief Judge or his designee or the expiration of the five (5) day period if the Chief Judge fails to render a written decision. Within ten (10) business days after the matter has been submitted to arbitration, a representative of the Employer and the Labor Council shall meet to select an arbitrator from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) business days after such meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Labor Council. The Employer and the Labor Council shall flip a coin to determine first strike. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The arbitrator shall be notified of his selection by

a joint letter from the Employer and the Labor Council. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Labor Council representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the City of Pontiac, Illinois, unless otherwise agreed to.

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

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

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination of the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the parties. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. The decision and award of the arbitrator shall be made within forty five (45) days following the hearings and shall be final and binding on the Employer, the Labor Council and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

ARTICLE XIII

SENIORITY

Section 13.1 Definition of Seniority

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

Section 13.2 Probation Period

An employee is a "probationary employee" for his first twelve (12) months of employment. No matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance and arbitration procedures. A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he has completed his probationary period. Upon the completion of his probationary period, he will acquire seniority from his date of hire.

Section 13.3 Seniority List

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

Section 13.4 Termination of Seniority

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

- (a) quits; or
- (b) is discharged for just cause; or
- (c) is laid off pursuant to the provisions of this Agreement for a period of twenty four (24) months; or
- (d) accepts gainful employment while on an approved leave of absence from the Employer; or
- (e) is absent for three (3) consecutive scheduled work days without proper notification or authorization; or
- (f) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days.
- (g) Voluntarily transfers to another county probation department or to a different position within another department of Livingston County, Illinois.

Section 13.5 Seniority While on Leave

Employees will not accrue seniority credit for any time spent on authorized unpaid leaves of absence. Loss of seniority will be computed based on the number of calendar days of any authorized unpaid leave of absence.

Section 13.6 Conflicts in Vacation or Personal Days

- (a) Employees may request vacation as set forth in Article XVI, Section 3. Requests for vacation will be granted on a first come first granted basis. In cases when vacation for the same day is requested by more than one person on the same day causing more than one-half of the employees to be on vacation, the most senior employee will be granted the day off.
- (b) Conflicts in scheduling of personal days shall be resolved in favor of the most senior employee.

Section 13.7 Position Assignments

Any position, as determined by the Director, shall be posted in writing for a one week period prior to it being assigned to any employee. Employees may volunteer for the open position during the one week period. The Director can then choose an employee from the volunteers to fill the position. If the Director determines that the volunteers are not qualified for the open position, he may assign any employee he deems appropriate to the position. If no employees volunteer for the position, the Director may assign the position to any employee. Nothing precludes the Director from temporarily assigning work to any employee as necessary.

ARTICLE XIV

LAYOFF

Section 14.1 Layoff

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

Section 14.2 Layoff Order

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

Section 14.3 Recall

Employees shall retain recall rights for twenty-four (24) months. Employees shall be recalled from layoff within each particular job classification according to their seniority. No new employees shall be hired until all employees on layoff in that particular job classification desiring to return to work shall have been given the opportunity to return to work.

In the event of recall, eligible employees shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Chief Judge of their current address. Upon receipt of the notice of recall, employees shall have five (5) working days to notify the Chief Judge of their acceptance of the recall. The employee shall have five (5) business days thereafter to report to duty.

ARTICLE XV

HOLIDAYS

Section 15.1 Paid Holidays

Except in cases of emergency, all employees shall have twelve (12) holidays off at full pay including but not limited to the following days:

- | | |
|----------------|------------------|
| New Year's Day | Independence Day |
| Memorial Day | Thanksgiving Day |
| Labor Day | Christmas Day |

Other days shall be considered an additional day off at full pay if the Illinois Supreme Court or the Eleventh Judicial Circuit shall schedule it as a holiday or the Livingston County Courthouse is closed. In the event The Livingston County Board requests a change in the holiday schedule and the change is approved by the Eleventh Judicial Circuit, the amended schedule

shall supersede all other holiday schedules. Notwithstanding any of the above, it is agreed between the parties that employees covered by this Agreement shall receive at a minimum twelve (12) holidays at full pay per contract year.

Section 15.2 Working on Holidays

Employees scheduled to work on a paid holiday by the Employer shall be paid straight time for actual hours worked, plus an additional seven and one-half (7%) hours pay or seven and one-half (7%) hours compensatory time off, at the election of the employee. Employees scheduled to have a day off on a paid or other holiday shall receive seven and one-half (7%) hours compensatory time off. Employees who schedule themselves to work on a paid holiday shall receive straight time for actual hours worked.

**ARTICLE XVI
VACATIONS**

Section 16.1 Vacation Leave

All full-time employees shall earn vacation time based upon an employee's seven and one half (7.5) hour work day, and shall accumulate vacation time based upon the following formula: Annual Accrual divided by number of days in a calendar year obtaining a daily accrual. The daily accrual is multiplied by the number of days in a pay period.

(a) 0-7 years of service, an employee receives an annual accrual of 90 hours (7.5 hours x 12 months). For purposes of example, $90 \text{ annual hours} / 365 \text{ days in a year} = .2466 \text{ hours per day}$. The daily rate of $.2466 \times 14 \text{ days in a pay period} = 3.4524 \text{ hours accrued for that pay period}$.

(b) 8-15 years of service, an employee receives an annual accrual of 135 hours (11.25 hours x 12 months).

(c) After 15 years of service, an employee receives an annual accrual of 180 hours (15 hours x 12 months)

On December 31st of each year, the payroll department must accrue the vacation time to account for the remaining days in the year. The balance in each accrual as of December 31st of each year is then rolled to the following year as the beginning balance.

During the first six (6) months of employment, an employee may not take his or her vacation time unless approved by the Director. Vacation leave shall be computed from the anniversary day of each employee and can be requested in .25 hour increments. Vacation time may not be converted to compensatory time.

Section 16.2 Vacation Pay

All vacation leave will be paid for at the regular hourly rate and on the basis of seven and one-half (7 1/2) hours per day.

Section 16.3 Vacation Requests

Vacation will be granted upon proper request. Employees will give at least thirty (30) days' notice for use of vacation time in four (4) day blocks or more. For use of vacation time of three (3) days or less, at least twenty-four (24) hours' notice will be given. Employees may utilize vacation with less notice to the Employer with the approval of the Director. Employees may utilize vacation time as long as at least three (3) employees are on duty. At least three (3) employees must remain on duty unless approved by the Director.

Section 16.4 Accumulation

No employee may accumulate more than the equivalent of two (2) years of vacation time based on his or her years of service as set forth in Section 1 above to be carried over from one year to the next. By way of example, an employee with seven (7) years of service could carry over up to twenty-four (24) days of vacation time, while an employee with eight (8) years of service could carry over up to thirty-six (36) days of vacation time. The only time accumulated vacation time in excess of the equivalent of two (2) years of vacation time could be carried over for the next year would be if vacation time was timely requested by the employee and denied by the employer. In situations where there was a proper excess accumulation of more than two (2) years of vacation time, each fiscal year hereafter, any accumulated vacation time in excess of two (2) years shall be paid to each employee in a single, lump sum payment with the second paycheck in December at the employee's rate of pay in effect as of the previous November 30th with the usual and customary deductions taken for withholding, FICA, Medicare, IMRF and the like. Computation of the rate of pay for accumulation of vacation leave will be at the regular hourly rate on the basis of seven and one-half (TA) hours per day. Employer shall provide each

employee with an analysis and explanation of the payment being made for purposes of verification.

ARTICLE XVII

SICK LEAVE

Section 17.1 Allowance

It is the policy of the Employer to provide protection for its employees against loss income because of illness. Employees are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for a one day vacation nor to be used to extend vacation periods or holidays. Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay in accordance with this Agreement. Employees may use sick leave for doctor or dentist appointments. Employees may also use up to four (4) days of sick leave (or more with the permission of the Chief Judge or his designee) to care for immediate family members as described in Article XVIII, Section 1(c).

Section 17.2 Accumulation

Sick Leave shall be granted based upon an employee's seven and one half (7.5) hour work day and shall equate to twelve (12) seven and one-half days per year. In no instance shall sick time exceed 90 hours in a calendar year which is the product of 12 sick days multiplied by the 7.50 hour work day. Sick leave will be accumulated based upon following formula: Annual Accrual divided by the number of days in a calendar year obtaining a daily accrual. The daily accrual is multiplied by the number of days in a pay period. For purposes of example, $90 \text{ annual hours} / 365 \text{ days in a year} = .2466 \text{ per day}$. The per day rate of $.2466 \times 14 \text{ days in a pay period} = 3.4524 \text{ hours accrued for that pay period}$.

On December 31st of each year, the payroll department must accrue the sick time to account for the remaining days in the year. The balance in each accrual as of December 31st of each year is then rolled to the following year as the beginning balance.

If an employee's employment terminates for any reason not related to retirement, the employee shall not be compensated for any accumulated (earned and unused) sick leave days, but in accordance with Illinois Municipal Retirement Fund ("IMRF") policies and procedures, Employer will notify IMRF of the number of accumulated sick leave days. Upon retirement, up to 240 days of accumulated sick leave days shall be credited to IMRF benefits as per IMRF rules and regulations. The Employee shall be compensated at his or her daily wage rate for accumulated sick leave days in excess of 240 days, up to a maximum of 120 days. This amount will be paid in one lump sum on the payroll following 90 days post retirement date.

Section 17.3 Procedures

No employee will be permitted to take leave if it has not yet been earned. Sick leave shall be paid at full pay at the current rate of compensation.

Sick leave may be utilized by employees when they are sufficiently ill so that good judgment would determine it best not to report to work or in the event of injury not arising out of or in the course of their employment and for routine medical and dental appointments. All foreseeable leave for such purposes shall require a specific approval of the Chief Judge or his designee.

Employees who are unable to return to work upon expiration of sick leave benefits and all other authorized benefit time must request a leave of absence pursuant to the Family and Medical Leave Act of 1993 (FMLA) without pay according to Article XVIII, Section 6 of this Agreement. Non-paid sick leave shall be equivalent to the total accumulated sick leave available on the first day of illness, or twelve (12) weeks, whichever is greater. Failure to apply for a leave of absence for extended illness upon expiration of all such benefits will result in automatic termination.

Any absence of three (3) consecutive working days or longer may require a physician's statement of release and verification substantiating that he may return to work. In addition, the Chief Judge or his designee may request a physician's statement of verification of absence of shorter periods of time if there appears to be a pattern of abuse of sick leave. The Chief Judge or his designee may also require the employee to be examined by a physician of the Chief Judge's choice at the expense of the Employer.

Notice of an employee's desire to return to work after an extended illness must be given to the Chief Judge or his designee no less than twenty four (24) hours in advance.

The Chief Judge or his designee or any authorized authority may direct an employee who appears ill to leave work to protect the health of other employees. Compliance with such an order will not be charged to sick leave for the first day.

An employee shall be paid sick leave equivalent to the normally scheduled straight time day.

The Chief Judge or his designee shall maintain a record of sick leave accrual, sick leave taken, and the balance of sick leave allowance available for the individual employees.

Sufficient evidence of abuse of leave is subject to the disciplinary procedures of this Agreement.

ARTICLE XVIII

LEAVES OF ABSENCE

Section 18.1 Absence Due to Death in Immediate Family

- (a) In the event of the death of an immediate family member, an employee shall be permitted to be absent from his job for an appropriate number of days up to three (3) working days with supervisor approval, and for each such day's absence, the employee shall receive compensation at his normal rate of pay. If the employee desires to be absent for more than three (3) working days, he may utilize previously earned, unused, vacation days and receive compensation for each such additional day's absence at his normal rate of pay, provided that his immediate superior approves such additional absence.
- (b) Any absence to attend the funeral of anyone who is not a member of an employee's immediate family may be arranged with the Chief Judge or his designee without pay, but previously earned and unused vacation days may be utilized in such case with the consent of the Chief Judge or his designee.
- (c) A member of the immediate family shall be defined to be any employee's current spouse (or the current spouse's) mother, father, daughter or son (including step or adopted), sister or brother (including half or step), grandparent or grandchild.

Section 18.2 Jury Duty

An employee required to serve on a grand jury or petit jury shall be granted leave for a period required to serve on such jury without loss of pay. Such employees shall sign a waiver of any compensation otherwise due them for serving on such jury.

Section 18.3 Military Leave

Any employee covered by the terms of this Agreement who is a member of the Armed Forces of the United States, or the State of Illinois, shall be granted a leave of absence as required by State and Federal laws and regulations as may be amended from time to time.

Section 18.4 Personal Leave Days

Employees may use two (2) days each fiscal year out of their accumulated sick leave as personal leave which shall be taken in periods of seven and one-half (7 and 1/2) hours unless the approval of the Director or his Designee is obtained. If the personal days are used, they will be deducted from the employee's accumulated sick days. If the personal days are not used, they will remain as sick leave days. Employees may utilize personal leave days as long as at least three (3) members of the bargaining unit are on duty. At least three (3) members of the bargaining unit must be on duty at any one time unless approved by the Director or his designee.

Section 18.5 Family and Medical Leave of Absence

- (a) General Policy. Eligible employees may take up to 12 work weeks of unpaid FMLA leave in a 12-month period for specified family and medical reasons. The 12-month period is measured forward from the date an employee's first FMLA leave begins.
- (b) Eligibility. Employees are eligible if they have worked for a covered Employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the Employer within 75 miles.
- (c) Conditions Triggering Leave. FMLA leave may be taken for the following reasons:
 - (i) For incapacity due to pregnancy, prenatal medical care, or child birth;
 - (ii) To care for the employee's child after birth, or placement for adoption or foster care;

(iii) To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or

(iv) For a serious health condition that makes the employee unable to perform employee's job.

Federal law specifies employee eligibility for leave and provides certain limitations and conditions. Spouses who both work for the Employer may only take a combined total of twelve (12) weeks for the birth or placement of a child. However, each employee may use the remainder of his/her individual FMLA leave for other allowable reasons.

- (d) Definition of Serious Health Condition. For the purposes of this policy, a serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight staying in a medical care facility, or continuing treatment by a healthcare provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

- (e) Calculation of FMLA Leave. Eligible employees may receive up to 12 workweeks of unpaid leave during the 12-month period measured forward from the date an employee's first FMLA leave begins. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement of the child.

- (f) Intermittent Leave. Eligible employees may take FMLA intermittently or on a reduced hour basis when medically necessary for the employee's own or immediate family member's serious health condition. Leave due to qualifying exigencies may also be taken on an intermittent basis. Intermittent leave is not permitted for a birth of a child, to care for a newly born child, or for placement of a child for adoption or foster care. Where an employee requests intermittent leave or leave on a reduced hours basis due to an

immediate family member's or the employee's own serious health condition, the Employer has the option, in its sole discretion, to require the employee to transfer to a temporary alternative job (with equivalent pay and benefits) for which the employee is qualified and which better accommodates the intermittent leave or reduced hours leave than the employee's regular job.

- (g) Use of Accrued Paid Leave. Employees must first use their available paid time off (vacation, sick leave, etc.) during the leave period. The sequencing of which paid time off is to be used shall be determined by the employee. When an employee has taken all available accrued paid leave, any additional leave under this policy will be unpaid.
- (h) Requesting Leave and Designation of Leave. FMLA leave may be initiated by the employee or the Employer. To request FMLA leave employees should complete a Request for Leave form and submit it to Human Resources for Livingston County, Illinois. In certain circumstances, the Employer may designate an absence as FMLA even if the employee did not request FMLA.
- (i) Notification by Employee. When the need for leave is foreseeable (such as the birth or placement of a child and certain medical treatments), the employee must notify the Employer at least 30 days in advance of the requested leave. When the need for leave is not foreseeable, the employee must give notice as soon as practicable. Failure to provide timely notification may result in delay or denial of leave. Employees must provide sufficient information for the Employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Employer if the requested leave is for a reason for which FMLA leave was previously taken or certified.

- (j) Certification. Employees may be required to provide a certification and periodic re-certification from a health care provider supporting the need for leave. The employee must provide a copy of the certification in a timely manner (fifteen calendar days). All appropriate information must be provided on the certification; employees must provide additional required information when requested. Under certain circumstances, the Employer may require second or third medical opinions and periodic re-certifications. Failure to comply with these requirements may result in delay or denial of leave.
- (k) Benefits. Employees taking leave under this policy who participate in the Employer's group health plan may continue coverage under the plan on the same terms as if they had continued work, with the Employer paying its portion of the premiums and the employee paying his or her portion. Failure of the employee to pay his or her share of the health insurance premium may result in loss of coverage. If an employee fails to return to work from FMLA leave, the Employer reserves the right to recover reimbursement for the Employer-paid portion of benefits coverage, unless the employee fails to return due to the continuation, recurrence, or onset of a serious health condition or circumstances beyond his or her control. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.
- (l) Return to Work. Upon returning from FMLA leave, most employees must be restored to their original position or to an equivalent position with equivalent pay, benefits, and other employment terms.

Section 18.6 Personal Leave of Absence

- (a) The Employer will consider requests for personal leaves of absences from employees who have at least twelve (12) months of continuous service. The Employer provides personal leaves of absence in certain circumstances for family emergency situations or highly unusual circumstances not covered by FMLA or other provisions of leave policies. Whether a personal leave of absence is granted will be at the sole discretion of the Employer.
- (b) Personal leave may be granted for a period of up to 12 weeks each calendar year or until appropriate benefit time has been exhausted whichever results in the greater period of time. Employees must submit a request for leave of absence in writing to their department official at least 30 days in advance, whenever the need for leave is foreseeable. If the need for leave is not foreseeable, employees must request leave as soon as practicable.
- (c) At the end of the month in which the employee exhausts vacation, comp time, personal, and sick time while taking leave under this policy, the employee will become responsible for the full costs of health insurance if they wish coverage to continue.
- (d) Benefit accruals, such as vacation and sick time and seniority credit will be suspended during the unpaid portion of leave under this policy and will resume upon return to active employment.
- (e) Reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, approval of leave does not guarantee job reinstatement in all cases.
- (f) Employees who fail to return to work without notification upon the expiration of the leave of absence will be considered to have resigned as of the last day of the leave of absence.
- (g) Job reinstatement is not guaranteed with a Personal Leave of Absence. If the employee's job has been filled or eliminated, the employee may apply for other open positions with the Employer for which he or she is qualified. If no such position is available when the employee returns to work, the employ may be terminated from employment.

Section 18.7 School Visitation Leave

- (a) Employees who have exhausted all paid time off (except sick leave) may have unpaid time off to attend school conferences and activities of their child. Under this section, "child" includes biological, adopted, foster, stepchild of the employee, and/or gal wards of the employee.
- (b) To be eligible for leave under this section, employees must have been employed by the County at least 6 months working at least half time. Employees must provide at least 7 days advance notice of the need for leave under this section whenever possible. Employees must provide at least 24 hours' notice in an emergency situation.
- (c) Employees may request up to 8 hours leave per school year under this section. However, no more than 4 hours of school visitation leave may be taken in any one day. Upon return from the leave, employees must provide documentation to the Employer from the school verifying the date and time of the visit.

ARTICLE XIX

HOURS OF WORK/OVERTIME

Section 19.1 Work Period

Employees shall be scheduled to work or credited with holidays, vacation leave or compensatory time for a total of seventy-five (75) hours in a fourteen (14) day work period computed from Monday to Sunday. In calculating hours worked for purposes of overtime accumulation, sick leave time shall be included in computing the seventy-five (75) hours per work or credit period. Employees who work more than seventy-five (75) hours but less than eighty (80) hours in a fourteen (14) day work period computed from Monday to Sunday shall receive compensatory time computed on the basis of completed fifteen (15) minute segments. All time in excess of eighty (80) hours, including sick leave time, in the normal work period of fourteen (14) days shall be compensated as provided in Section 2.

Section 19.2 Overtime Payment

All overtime must be pre-approved by a supervisor. Each employee who works in excess of eighty (80) hours per work period, whether of an emergency nature or non-emergency nature, shall be paid at the rate of one and one-half (1^{1/2}) times their actual hourly rate of pay for work performed. Sick leave shall be included in computing the eighty (80) hours per work or credit period. Compensatory time may be taken in lieu of overtime payment if the employee in his or her discretion so elects at the time overtime is worked. Compensatory time will be calculated at the same rate as overtime pay. The overtime rate shall be computed on the basis of completed fifteen (15) minute segments.

In the event an emergency is declared by the Chief Judge, employees shall continue on duty for such number of hours as may be necessary.

Section 19.3 Call Outs and Pages

Employees will periodically be assigned to be on "pager call/duty" and shall be responsible for responding to pages and call-outs when off-duty. Pager duty will be equally distributed among employees. All time spent on pager/call duty shall be considered work time, credited toward the seventy-five (75) hours in a fourteen (14) day work period as follows:

- (a) Thirty (30) minutes of work time for each call-out or page received from LIVCOM, an electronic monitoring agency, a law enforcement officer or the Director or his designee, involving different situations, or actual time involved, whichever is greater. A call out or page from one employee to another shall not qualify for credit or compensation pursuant to this Section. Call outs on a weekday shall be considered work time and be credited toward the seventy-five (75) hours of work during the fourteen (14) day work period. Any work time resulting from a call out on Saturday, Sunday, a holiday or which results in excess of seventy-five (75) hours in the fourteen (14) day work period shall be paid in Compensatory time.
- (b) Friday, Saturday, Sunday or Court Holiday pager duty: Two (2) hours work time for each of these days when on pager call, regardless of pages received and telephone calls made or received. If a Court Holiday falls on a Friday, Saturday or Sunday, the pager duty compensation is limited to two (2) hours of work time. The two (2) hours received for a Friday shall be considered work time and credited towards the seventy-five (75) hours in a

fourteen (14) day work period. The 2 hours received for each Saturday, Sunday or Holiday shall be paid in Compensatory time.

- (c) If an employee uses his or her personal vehicle for a call out, the employee shall be entitled to be reimbursed at the standard mileage rate for business purposes in effect at the time of the call out as determined by the Internal Revenue Service.

Section 19.4 Use of Compensatory Time

The scheduling of compensatory time off in a block of more than three and three-quarters (3-3/4ths) hours must be approved by the Director as per past practice. Employees may utilize compensatory time as long as at least three (3) members of the bargaining unit are on duty. At least three (3) members of the bargaining unit must be on duty at any one time unless approved by the Director or his designee.

Section 19.5 Accumulation of Compensatory Time

Each fiscal year any accumulated Compensatory Time shall be paid to each employee in a single, lump sum payment with the second pay check in December at the employee's rate of pay in effect as of the preceding November 30th, with the usual and customary deductions taken for withholding, FICA, Medicare, IMRF and the like. Computation of the rate of pay for accumulation of Compensatory Time will be at the regular hourly rate on the basis of seven and one-half (7 1/2) hours per day. Employer shall provide each employee with an analysis and explanation of the payment being made for purposes of verification.

Section 19.6 Flex Time Scheduling

In order to provide appropriate staffing for the Livingston County Probation Office on a weekly basis, employees will provide the Director or his designee with a written report setting forth their proposed work schedule for the upcoming week on the last working day of each week. Use of the online electronic calendar by employees to provide the required information shall be a satisfactory substitute for a written report. If the Director or his designee determines that appropriate staffing levels cannot be met, employees will be required to adjust their schedules to meet the appropriate staffing needs established by the Director or his designee. The written report shall include any vacation, planned sick leave, flex time, compensatory time, personal leave days or any other types of absence from the office.

Employees will not be allowed to work at home without the permission of the Director or his designee. Employees may utilize flex time scheduling as long as at least three (3) members of the bargaining unit are on duty during regular business hours (8:00 a.m. to 4:30 p.m.). At least three (3) members of the bargaining unit must be on duty during regular business hours unless approved by the Director or his designee.

ARTICLE XX

COMPENSATION/ALLOWANCES

Section 20.1 Annual Base Salaries and Straight Time Hourly Rate of Pay

Effective December 1, 2019, and for the term of this Agreement, employees in the bargaining unit shall receive the following annual wage increase consisting of two and one quarter percent (2.25%) to the annual base salary of each employee in the bargaining unit commencing December 1, 2019, two and one quarter percent (2.25%) to the annual base salary of each employee commencing December 1, 2020 and two percent (2.0%) to the annual base salary of each employee commencing December 1, 2021. By agreement of the parties, employees will not receive merit bonuses as provided in previous agreements. If any agency or entity requires that any salary increase include a merit bonus salary component, then the parties agree to reopen this Agreement to renegotiate the terms and conditions of this Section.

Employees shall be paid for each hour worked based on a straight time hourly rate of pay calculated by dividing the employee's annual base salary by the annual hours of work. The annual hours of work used to compute the regular straight-time hourly rate of pay shall be 1950 hours and each employee's straight-time hourly rate of pay will be recalculated each time the employee receives an annual increase.

Section 20.2 Starting Wage

Employees hired after December 1, 2016 shall be paid a starting base pay of not less than \$38,923.00. Employees hired after December 1, 2018, shall be paid a starting base pay of not less than \$39,312.23.

Section 20.3 Damaged Apparel Account

The Employer shall create a damage apparel account and from this account will replace those items of clothing damaged beyond repair in the line of duty. The Employer shall pay up to \$100.00 for an employee's damaged watch and will replace or pay the cost of replacement glasses or contact lenses damaged beyond repair in the line of duty.

Section 20.4 Clothing

Employer shall continue to provide shirts with department logos as per past practice. The number of shirts as well as the color, style and quality of the shirts provided shall be at the sole discretion of the Director or his designee depending upon availability of funds. Employer will provide each employee with a new winter coat displaying a department logo on an as-needed basis as determined by the Director.

Section 20.5 Longevity

Employees with the requisite years of service shall be entitled to a longevity pay increase to the employee's base rate of pay in accordance with the following schedule beginning December 1, 2020:

After 5 years of service	2.0%
After 10 years of service	2.5%
After 20 years of service	3.0%

Section 20.6 Senior Probation Officer

A Senior Probation Officer is a designation by the Director of Probation. Senior Probation Officers are appointed and assume responsibilities in accordance with the Senior Probation Officer outline. Upon obtaining status of senior probation officer, the officer will receive a stipend of \$2,000 payable on a biweekly basis and is not added to base pay. Upon the showing of just cause, the Senior Probation Officer designation is removed from a probation officer, at which time the stipend will be removed.

ARTICLE XXI

INSURANCE AND PENSION

Section 21.2 Insurance

The County shall make available health and life insurance coverage that is substantially similar to the coverage that existed on the date of this Agreement with the County paying ninety percent (90%) of the cost of the individual premium and the employee paying ten percent (10%) of the cost of an individual premium. Effective December 1, 2017 the County shall pay eighty percent (80%) of the cost of the individual premium and the employee shall pay twenty percent (20%) of the cost of an individual premium. The employee shall pay all deductibles, co-pays and out-of-pocket expenses as well as the entire premium costs for family and dependent coverage. The County reserves the right to change insurance carriers, to self-insure or to participate in a health maintenance organization if it deems appropriate. Retired employees drawing their pension from the Illinois Municipal Retirement Fund may elect to have coverage for Health and Life Insurance from the County provided the retired employee pays the entire cost of his/her premiums.

Section 21.2 Pensions

Employer shall continue to contribute on behalf of the employees to the Illinois Municipal Retirement Fund in the amount the Employer is required to contribute by State Statute.

Section 21.3 Survivor's Insurance Coverage

Employer shall provide the same coverage for Health and Life Insurance to the spouse and/or the dependent minor child or children of any employee who is killed in the line of duty as is provided to employees of the County. This Health and Life Insurance coverage shall be at no cost to the surviving spouse and/or the dependent minor child or children and shall continue until the spouse dies, remarries or cohabits with another person on a resident, continuing conjugal basis and shall continue for the dependent minor child or children until emancipation or reaching the age of majority at age eighteen (18), whichever shall occur first.

Section 21.4 Compliance with the Patient Protection and Affordable Care Act (PPACA)

Notwithstanding the other provisions of Article XXIII, if compliance with the PPACA while continuing to provide the existing health and life insurance coverage will result in the County having

to pay, whether directly or indirectly, "Cadillac" taxes, or County is subject to penalties or fees because employees are eligible to obtain coverage through an exchange or the County is subject to any other penalties, fees, taxes or costs because of any federal or state health care laws, then the parties agree to immediately meet and negotiate the impact of such penalties, fees, taxes or costs.

Section 21.5 Insurance Advisory Committee

The County, Employer and the Lodge mutually agree that it is in their mutual best interest to create an insurance advisory committee with the County composed of employee representatives from each union bargaining units, non-union employees, and other County representatives including the Human Resource Specialist to review and evaluate dental, optometric, life and health insurance coverages and make recommendations concerning insurance issues to the County Board of the County, and the appropriate Board committee. It is understood that the creation of this insurance advisory committee will require the approval not only of the Employer and County but also that of the other union bargaining units which have collective bargaining agreements with Livingston County, Illinois.

ARTICLE XXII

LABOR MANAGEMENT/SAFETY COMMITTEE

Section 22.1 Labor Management Conferences

The Labor Council and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Labor Council representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least forty eight (48) hours in advance by either party by placing in writing a request to the other for a labor-management conference and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

- (a) Discussion of the implementation and general administration of this Agreement.
- (b) A sharing of general information of interest to the parties.
- (c) Notifying the Labor Council of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.

- (d) Discussion of potential grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures to avoid further grievances.
- (e) Items concerning safety issues.
- (f) Items concerning training issues.

The Employer and the Labor Council agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be maintained for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 22.2 Integrity of Grievance Procedure

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

Section 22.3 Safety Issues

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

The Employer will provide and maintain vehicles which can be used by employees for the purpose of employment. If a vehicle is not available and an employee is required to use their personal vehicle, they will be reimbursed at a rate paid by the Livingston County, Illinois, to its other employees and County Board members.

In addition, the employer will provide for use in the field after training by employees not less than three (3) working, mobile, two-way radios, two (2) cell phones and four (4) flashlights. In addition each employee will be provided with chemical spray, two (2) badges, handcuffs, and a baton. Employees will receive safety training annually. All training will be paid at the appropriate rate.

Section 22.4 Defects

The Employer recognizes the need to provide safe equipment and vehicles to the employees and to take such reasonable steps to protect the health and safety of employees during their work hours and in the performance of their duties as are mutually agreed between the Labor Council and the Employer. No employee shall be required to use any equipment that the Employer and the Labor Council mutually agree is defective because of a disabling condition. When an assigned department vehicle has a disabling defect as mutually agreed between the Labor Council and the Employer or is in violation of the law, the employee may notify his supervisor, complete required reports and follow the instruction of the Chief Judge or his designee relative to requesting repair, replacement or the continued operation of said vehicle.

Section 22.5 Labor Council Representatives Attendance

When absence from work is required to attend a labor-management conference, Labor Council members shall, before leaving their work station, give reasonable notice and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Labor Council members attending such conferences shall be limited to two (2). Travel expenses associated with any labor-management conferences shall be the responsibility of the employee.

ARTICLE XXIII
GENERAL PROVISIONS

Section 23.1 Work Rules

Work rules of the Chief Judge and Livingston County, Illinois, which are not in conflict with this Agreement shall continue in full force and effect.

Section 23.2 Bulletin Boards

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

Section 23.3 Residency

All employees in the bargaining unit shall be required to reside within forty (40) miles of the Livingston County Law and Justice Center located at 110 N. Main Street, Pontiac, Illinois, 61764. A newly hired employee shall have six (6) months from the date of hire to comply with this residency requirement.

Section 23.4 Livingston County Personnel Policy Manual

The current version of the Livingston County Personnel Policy Manual shall be incorporated by reference as a part of this Agreement and applicable to the employees in the bargaining unit. Any personnel manual changes shall be presented to the bargaining unit for review. The Union will be sent a copy of changes and have 21 days from receipt to submit a request to bargain the impact/effects of the change. To the extent there is a conflict between the terms and conditions of the Manual and this Agreement, then the terms and conditions of this Agreement shall control.

Section 23.5 Social Media Policy

The Social Media Policy as set forth in the attached Exhibit D. shall be incorporated by reference as a part of this Agreement.

Section 23.6 Firearms Carry and-Electronic Control Device

Employees shall not be allowed to carry a firearm including a "concealed firearm" as that term is defined in the Illinois Firearm Concealed Carry Act while on duty, during after-hour pager calls or at any other time while in the course of their employment with Employer. Employer is not

providing employees with electronic control devices although the parties may discuss this matter further as the subject of a Labor Management Conference pursuant to Article XXII of this Agreement.

Section 23.7 Use of the Time Clock

Use of the County computerized time clock system of keeping track of hours worked shall be temporarily suspended until such time as the County obtains software and/or develops procedures for the existing system that are compatible with the Flex Time Scheduling utilized by the employees. It is understood by the parties to this Agreement that the process will take approximately six (6) months and that the use of the time clock system will be re-implemented at such time as the County makes a request to the Chief Judge who notifies the bargaining unit accordingly. The parties agree to meet and discuss when and how the re-implementation will take place but the parties understand that re-implementation will take place as set forth above.

ARTICLE XXIV

DRUG AND ALCOHOL TESTING

Section 24.1 Statement of County Policy

It is the policy of the Employer that the public has the reasonable right to expect persons employed by it to be free from the effects and drugs and alcohol. The Employer has the right to expect its employees to report for work fit and able for duty.

Probation Officers are designated as Safety Sensitive employees and will not partake in recreational or medical cannabis use.

Section 24.2 Prohibitions

Employees shall be prohibited from:

- (1) Consuming or possessing alcohol (unless in accordance with duty requirements) or illegal drugs at any time during the work day or anywhere on any Employer premises or job sites, including all County buildings, properties, vehicles and the employee's personal vehicle while engaged in County business.
- (2) Illegally possessing, using, selling, purchasing or delivery any illegal drug at any time.

- (3) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs they are taking which they are informed has the potential to impair job performance.
 - (a) The employee shall advise employee's supervisor of the known side effects of such medication and the prescribed period of use.
 - (b) Supervisors shall document this information through the use of an internal memorandum and maintain this memorandum in a secured file.
 - (c) The employee may temporarily be reassigned to other duties, where appropriate.
- (4) From being under the influence of alcohol or illegal drugs at any time during the work day or anywhere on any Employer premises or job sites, including all County buildings, properties, vehicles and the employee's personal vehicle while engaged in County business.
- (5) Any employee who unintentionally ingests, or is made to ingest a drug, controlled substance or alcohol shall immediately report the incident to their supervisor so that appropriate medical steps may be taken to ensure the officer's health and safety.
- (6) Any employee having a reasonable basis to believe that another employee is illegally using or in possession of any controlled substance or drug or is under the influence of alcohol shall immediately report the facts and circumstances to their supervisor.

Section 24.3 Applicant Drug and Alcohol Testing

- (1) Applicants for a position covered by this agreement shall be required and will be notified in writing that they must take a drug and alcohol test as a condition of employment consideration. They will be notified further that the Employer conducts random drug testing of all employees covered by this agreement and that refusal to take such a test will constitute grounds for termination of employment.
- (2) The test should be administered on the basis of a conditional offer of employment as determined by the Chief Judge or his designee.
- (3) Applicants shall be disqualified from further consideration for employment should they refuse to submit to a required drug and alcohol test or fail a drug and alcohol test.

Section 24.4 Reasonable Suspicion Drug and Alcohol Testing

- (1) A supervisor may request the Chief Judge or his designee to order a drug and alcohol test of any employee when there is reasonable suspicion to believe the employee is under the influence of or abuses a drug, controlled substance or alcohol.
- (2) A summary of the facts supporting the request shall be forwarded to the Chief Judge or his designee and a summary of pertinent facts provided to the employee prior to conducting any test.
- (3) Reasonable suspicion to request a drug and alcohol test is based on a totality of circumstances that include, but are not limited to:
 - (a) Abnormal conduct or aberrant behavior;
 - (b) Information provided by reliable and credible sources; and/or
 - (c) Observed difficulty or unusual speech, concentration, movement or the behavior characteristics symptomatic of controlled substance and/or alcohol usage.
- (4) An employee under reasonable suspicion may be removed from duty pending the outcome of a drug and alcohol test.

Section 24.5 Random Drug and Alcohol Testing

Employees in the bargaining unit shall be selected for drug and alcohol testing on a random basis not more than two times per fiscal year (December 1st through November 30th) utilizing a method of selection in which every employee not on a leave of absence pursuant to Article XVIII of this Agreement at the time of the test has an equal chance to be selected for drug and alcohol testing each and every time a selection is conducted. No more than two (2) employees per test will be selected. A bargaining unit representative will be present to witness the selection of names and shall be informed of the names drawn. Any employee who discloses the identity of another employee selected for random testing, that a random selection is scheduled or the date of which specimens will be collected is subject to disciplinary action. Any employee who has been selected for random drug and alcohol testing and successfully passed the test shall not again be subject to random testing for a period of one year from the date of the test.

Section 24.6 Other Drug and Alcohol Testing

Employer shall have the right to require an employee to submit to alcohol or drug testing as set forth in this Agreement following (i) on-duty vehicle accidents involving damage to property exceeding Five Hundred Dollars (\$500.00) or injury to any person; and (ii) shootings and other critical incidents as determined by Employer.

Section 24.7 Tests to be Conducted

In conducting the testing authorized by this Agreement, the Employer shall:

- (1) Use only a clinical laboratory or hospital facility that is licensed by the State of Illinois.
- (2) Establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each same and test result. No employee covered by this Agreement, other than persons assigned to internal affairs investigations, shall be permitted at any time to become a part of such chain of custody.
- (3) Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration.
- (4) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive.
- (5) Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening and a confirmatory test.
- (6) In any situation where the same tests positive in an initial screening for drugs, a confirmation test of the second portion of the same sample by gas chromatography mass spectrometry (GCMS) shall be performed. If the confirmation test is positive, the employee shall pay the costs of the GCMS test. If the confirmation test is negative, the Employer shall pay the costs of GCMS test.
- (7) Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results.
- (8) Insure that no employee is the subject of any adverse employment action except temporary reassignment of relief from duty with pay during the pendency of any testing procedure.

Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

- (9) Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form.
 - (a) Reasonable amounts of water may be given to the employee to encourage urination.
 - (b) The employee shall be permitted a reasonable amount of time to give a sample, during which the employee shall remain in the testing area under observation.
 - (c) Failure to submit a sample shall be considered a refusal to submit to a drug test.
- (10) Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately under direct observation of the testing personnel.

Section 24.8 Right to Consent

The Lodge and/or an employee, with or without the Lodge, shall have the right to file a grievance pursuant to this Agreement only concerning the administration of tests, the significance and accuracy of the tests, the consequences of the testing or results of any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure.

Section 24.9 Voluntary Requests for Assistance

The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem prior to the time an employee is selected for random testing or ordered to submit to reasonable suspicion testing, other than the Employer may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. All such requests shall be confidential and only information received by Employer, through whatever means, shall not be used in any manner adverse to the employee's interests except reassignment as described above.

Section 24.10 Discipline

In the first instance that an employee tests positive on both the initial and the confirmatory for non-reported or abused prescription drugs or is found under the influence of alcohol, they may be subject to up to ten (10) days' disciplinary suspension without pay solely for the positive test result. Any actions on the part of an employee who is in violation of this drug testing policy which results in injury or death to a person or results in significant property damage shall be subject to discharge. Any employee who tests positive for the presence of illegal drugs shall be subject to discipline up to and including immediate discharge.

All employees who voluntarily seek assistance with drug and/or alcohol- related problems for the first time prior to being selected for random testing or prior to being ordered to submit to reasonable suspicion testing, shall not be subject to any disciplinary or other adverse employment action by the Employer unless charged with a criminal offense. The foregoing is conditioned upon:

- (1) The employee agreeing to appropriate treatment as determined by the Employer.
- (2) The employee discontinues his use of illegal drugs or abuse of alcohol.
- (3) The employee completes the course of treatment prescribed, including an "after care" group for a period of up to twelve (12) months.
- (4) The employee agrees to submit to random testing during hours of work during the period of "after care" for a period of up to twelve (12) months.

Employees who do not agree or who do not act in accordance with the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of a probation officer or senior probation officer whose continuance or active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated sick leave or take an unpaid leave of absence, at the employee's option, pending treatment.

ARTICLE XXV

SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE XXVI

COMPLETE AGREEMENT

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

ARTICLE XXVII

DURATION AND SIGNATURE

Section 27.1 Term of Agreement

Except as otherwise set forth above, this Agreement shall be effective from December 1, 2019, and shall remain in full force and effect until November 30, 2022. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than one hundred twenty (120) nor less than ninety (90) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written day of receipt.

Section 27.2 Continuing Effect

Except as otherwise set forth above, this Agreement shall remain in full force and effect after any expiration date while negotiations are continuing for a new Agreement or part thereof between the parties.

FOR THE EMPLOYER:

FOR THE LODGE:



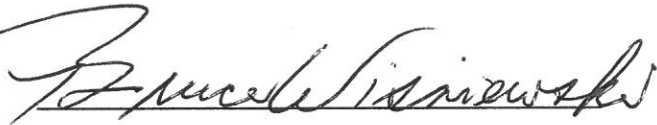
Chief Judge



Livingston County FOP Bargaining Committee



Livingston County Board Chairman



Chief Negotiator, Illinois FOP Labor Council



Livingston County FOP Bargaining Committee

Livingston County FOP Bargaining Committee

Livingston County FOP Bargaining Committee

EXHIBIT D

SOCIAL MEDIA POLICY

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

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

- (i) No employee other than a designated spokesperson may speak on behalf of the Employer.
- (ii) If an employee identifies himself or herself as an employee or discusses matters related to the Employer on social media, the employee must make clear that he or she is an employee of the Employer and that the views posted are those of the person (the employee) alone and that they do not represent the views of the Employer or any agency or department of the Employer. The employee must keep in mind that if information is posted in violation of Employer or County policy or any law, the disclaimer will not shield the employee from disciplinary action.
- (iii) Unless given written consent by the Employer and the County, an employee shall not use the Employer's or County's logo or trademarks on any social media post.
- (iv) All postings on social media must comply with the Employer's or County's confidentiality ethics, harassment and personnel policies. If an employee is unsure about the confidential nature of information the employee is considering for posting, the employee must first consult with their supervisor.

- (v) Employees shall not link any post to the Employer's or County's website, nor shall an Employee post County material, on a social media site without written permission from County Human Resources.
- (vi) All employee postings to social media sites must comply with copyright and trademark laws, and must cite or reference sources accurately.

Violation of this policy may lead to discipline up to and including the immediate termination of employment.