AGREEMENT

CHIEF JUDGE – TWENTY THIRD JUDICIAL CIRCUIT, COURT SERVICES

AND

GENERAL CHAUFFEURS, SALESDRIVERS, AND HELPERS LOCAL UNION NO. 330

EFFECTIVE DECEMBER 3, 2012 THROUGH NOVEMBER 30, 2013

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AGREEMENT

This Agreement is made and entered into, by and between the Chief Judge - Twenty Third Judicial Circuit, Court Services (hereinafter referred to as the "Employer"), and the General Chauffeurs, Salesdrivers, and Helpers, Local Union No. 330 (hereinafter referred to as the "Union") and their successors and assigns on behalf of employees in the collective bargaining unit set forth in Article 1 hereof.

ARTICLE 1.

PURPOSE

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

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

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

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

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

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

ARTICLE 2.

RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative for purposes of collective bargaining, pursuant to the "Illinois Public Employees Labor Relations Act," as amended, 5 ILCS 315/1 et seq. (hereinafter referred to as the "Labor Act") over wages, hours, and other terms and conditions of employment for the following Court Services Employee classifications.

Probation Officer/Adult
Probation Officer/Juvenile
Drug Rehabilitation Court Officers
Intensive Probation Officers
Youth Counselors
CRS Officers
Homebound Officers
Electronic Monitoring Officers
Domestic Violence Officers
Administrative/Warrant Officers
Pretrial Officers
Presentence Officers
Sex Offender Officers
Delinquency Diversion Officers
Conditional Discharge Officers
Placement Coordinator
Hybrid Officer
Program Coordinator (DeKalb County)

Expressly excluded from the aforesaid bargaining unit are food service employees, no more than three (3) part-time positions within the Twenty Third Judicial Circuit that do not displace any full time bargaining unit employees, seasonal, part time employees operating under a grant program, office clericals, supervisory, confidential, and management classifications and employees as defined by the Labor Act.

The Employer shall not negotiate nor make collective bargaining agreements during the life of this Agreement with any individual employee(s) in the bargaining unit.

ARTICLE 3.

NEW CLASSIFICATIONS

If any new position classification is created by the Employer, the Union will be immediately notified. The Employer shall also then set the proper pay grade for the classification.

The Employer shall determine 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 Kendall and DeKalb County Government System if available otherwise to the Kendall and DeKalb County Labor Market generally; and

(c) Significant differences in working conditions to comparable position classifications.

If the Union does not agree with the determination of the proposed salary grade the Employer establishes under this paragraph, then the Union shall within ten (10) days request a meeting with the Employer to discuss the Employer's action. The Employer shall thereafter meet with the Union and render a decision within twenty (20) calendar days. In any event, any such new classification shall become a part of the bargaining unit if such work or a significant portion thereof was previously performed by bargaining unit employees.

ARTICLE 4.

MANAGEMENT RIGHTS

Except as amended, changed, or modified by a provision of this Agreement, subject to the general administrative and supervisory authority of the Illinois Supreme Court, the Chief Judge and his agents retain all the management rights and prerogatives they had prior to signing this Agreement either by law, custom, practice, usage, or precedent, to manage and control the judicial system in the Counties. Such rights and prerogatives include, but are not limited to the following:

(a) to plan, direct, control, manage, determine, and set standards for all functions, operations, and services of the Judiciary;

(b) to establish the qualifications for employment and to employ employees;

(c) to determine and establish reasonable rules of conduct and work rules;

(d) to determine and establish work schedules and assignments;

(e) to hire, promote, transfer, demote, evaluate, reassign, supervise, direct, schedule and assign employees to positions and to create, modify and eliminate positions within the Judiciary;

(f) to take disciplinary actions against nonprobationary employees for just cause;

(g) to determine the hours of work and shifts per workweek;

(h) to establish reasonable work and productivity standards and to amend such standards;

(i) to lay off employees because of lack of work or funds or other legitimate reasons; or to change or eliminate methods, equipment, and facilities for the improvement of operations;

(j) to determine the size and composition of the work force;

(k) to determine the methods, means, organization, and number of personnel by which such operations and services shall be provided;

(l) to contract out for goods and/or services;

(m) to take whatever action is necessary to comply with state and federal law;

(n) to maintain the efficiency of Judiciary operations and services;

(o) to take whatever action is necessary to carry out the functions of the Judiciary in emergency situations; and

(p) to set its overall budget.

The parties agree that this Agreement has been entered into with the intent that its provisions should be interpreted so as to fully respect the constitutional authority and duties of the Judiciary, including, for example, the power to administer and supervise the administration of the Courts.

ARTICLE 5.

NONDISCRIMINATION

Equal Employment Opportunity

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

Prohibition Against Discrimination

Both the Employer and the Union agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, age, national origin, political preference, disability, or marital status.

Union Membership or Activity

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union and there shall be no

discrimination against any such employees because of lawful Union membership or nonmembership activity or status.

ARTICLE 6.

UNION SECURITY

Maintenance of Membership

Each employee, who on the effective date of this Agreement is a member of the Union, and each employee, who becomes a member after that date, shall maintain his/her membership during the term of this Agreement except as provided herein. Except as provided below, all new employees shall become members of the Union on their thirty-first (31st) day of employment.

Fair Share Deductions

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the Illinois Public Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the nonmember employees and shall be remitted each payday to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each nonmember employee's share shall not exceed dues uniformly required to Union members.

Religious Exemption

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share, shall be paid to a nonreligious charitable

organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.

Notice and Appeal

The Union agrees to provide Fair Share notices and appeal procedures to employees in accordance with applicable law.

Indemnification

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

ARTICLE 7.

VISITATION AND BULLETIN BOARDS

Union Access with Notification

A representative of the Union shall have reasonable access to the Employer for the purpose of conferring with the Employer and/or employees, and for the purpose of administering this Agreement. However, due to issues of confidentiality and security to the public which must be maintained at the facilities where employees work, the Union representative must notify the Employer at least one (1) hour in advance of the desire for access. Furthermore, when the Union representative enters a Court Services Office for this purpose, he shall first advise the Supervisor of the office or his designee, prior to contacting other employees. Such visits shall not unreasonably interfere with the operation of the Employer. Notwithstanding the foregoing, an employee who may be subject to disciplinary action for any impropriety has the right to ask for a union representative to be present at any interrogation or hearing. However, the Employer shall

not have to defer or avoid its intended disciplinary action because of the unavailability of an employee representative, taking all the circumstances into account.

Bulletin Boards

The Employer shall provide a bulletin board in each office which shall be used for the purpose of posting proper Union notices. Such bulletin boards shall be placed conspicuously and at places readily accessible to workers in the course of employment.

ARTICLE 8.

SENIORITY

Seniority is defined as the length of continuous service of an employee for the County within the Court Services Department since the employee's last date of hire. In the event an employee is transferred from another County department to the Court Services Department, he/she enters Court Services as an employee with the least departmental seniority, however, the transferred employee does not lose his/her County seniority.

Newly-hired employees shall be considered probationary during the first nine (9) months of their employment with the Court Services Department and have no right to use the Grievance Procedure in the event of discharge.

Employees who have been promoted to new positions in Court Services shall serve a six (6) month probationary period in said new position. An employee promoted to a new position may request a return to his/her former position within forty-five (45) days of said promotion. Failure to make such a request within forty-five (45) days shall make the employee subject to said six (6) month probationary period. The grievance procedure shall be available to those employees who fail to satisfactorily complete their probationary period following a promotion or transfer to a new position within the bargaining unit.

An employee's continuous service record shall be broken by voluntary resignation, discharge, retirement, layoff of more than one (1) year and the failure to return upon recall from layoff (within 5 days of recall).

In cases of layoffs and recall, seniority shall prevail unless a less senior employee has demonstrably better skill and ability to perform the work required in the job. Nonmerit factors unrelated to work performance shall not be considered. If there are no qualified employees "to recall," the Employer may fill the position by hiring new employees.

ARTICLE 9.

HOURS OF WORK

A. This Article is intended to set forth the normal hours of work in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting the efficiency of Court Services and from establishing the work schedules of employees. However, any such changes must be approved by the Chief Judge and discussed with the Union prior to implementation.

The normal hours of work for Court Services employees consists of a five (5) day, Monday through Friday, thirty-seven and one-half (37-1/2) hour workweek. Court Services Offices in DeKalb Counties are expected to be open from 8:30 a.m. through 5:00 p.m. Court Services Office in Kendall County is expected to be open from 8:00 AM to 4:30 PM. DeKalb County will maintain at least one late night per month but will not exceed two late nights per month with the office being opened from 8:30 AM to 7:00 PM. Kendall County will maintain at least one late night per month not to exceed two late nights per month with the office being opened from 8:00 AM to 7:00 PM. A minimum of three staff will either volunteer or be assigned on a rotating basis to work the extended hours.

Due to the special nature of their work, employees working in departments such as IPS Probation, Drug Rehabilitation Court, Electronic Monitoring, Placement Coordinators, Homebound Detention, and other Specialized Programs may be required to work hours other than those stated above.

Employees will be notified of these work schedules by their Departmental Directors. Modification of the employee's work schedule must be approved by supervisor.

Employees may be provided with up to a one (1) hour unpaid lunch. Staff must take at least one half (½) hour lunch break no later than five (5) hours into their shift.

ARTICLE 10.

OVERTIME

Time and one-half (1-1/2) of the employee's regular hourly rate of pay, or compensatory time off as defined below, shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

It is understood that work in excess of regular hours, except as provided below, shall be compensated through the use of "comp time" at the straight-time rate, with the approval of the Employer.

Overtime compensation shall apply to all work performed in excess of forty (40) hours in any workweek.

If the Employer determines that compensatory time off is to be used as the method of paying employees for overtime work, the overtime rate of pay shall be one and one-half (1-1/2) hours compensatory time off for each hour of overtime work. If compensatory time off is used, it shall be by mutual agreement, but the taking of time off shall not be denied to an employee except in such cases where the Employer determines there is a legitimate operational need for such denial. In the event of emergencies, all reasonable efforts will be made to accommodate the

employee's request to utilize accumulated compensatory time off. Requests for use of accumulated compensatory time, including whether such requests were granted or denied, and the rational therefore, shall be maintained by the Employer. The Employer will make every reasonable effort to grant or deny compensatory time requests by the end of the employee's next regularly scheduled shift.

Earned compensatory time may not be accumulated in excess of thirty-seven and one-half hours (37-1/2). Employees shall attempt to use their compensatory time as soon as possible after they have earned it. If, however, an employee's request to use said compensatory time is denied by the Employer, he/she may continue to carry such time for up to one (1) year. The employee may carry over into the next calendar year up to thirty-seven and one-half (37-1/2) compensatory hours. Said compensatory hours shall include both overtime and straight-time compensatory hours.

Employees will be allowed to use accumulated compensatory time when late, once a month, up to fifteen (15) minutes with a supervisor's approval. Abuse of this provision will cause employee to be subject to disciplinary action in accordance with this Agreement, provided however, that up to three (3) such uses of accumulated compensatory time in a calendar year as described above in this paragraph, shall not be used as a basis for discipline.

ARTICLE 11.

HOLIDAYS

An official list of paid holidays is determined annually by the Supreme Court and Chief Judge. Holidays shall be those designated by the Illinois Supreme Court or the Chief Judge of the Twenty Third Judicial Circuit subject to the general administrative and supervisory authority of the Illinois Supreme Court.

With exception for emergencies, all eligible employees, as defined below, will be granted the day off based on their normal hours of work with regular hourly pay.

To qualify for holiday pay, an employee must be in paid status the day preceding and following the holiday.

All employees who work on a holiday shall receive another day off in lieu of holiday pay, in accordance with past practice.

If a holiday falls within an employee's scheduled vacation, such employee, if otherwise eligible, shall use the holiday in place of a vacation day.

ARTICLE 12.

DISCIPLINE

Termination and Disciplinary Action

The Employer shall not discharge or suspend any employee except for just cause. The Employer agrees to apply the principles of progressive discipline where applicable and hereby declares an intent to utilize written reprimands, whenever possible and appropriate, prior to the use of suspension or discharge.

The requirement to utilize corrective written reprimands as referenced above shall not be held to apply to an offense which is severe or indicates some significant shortcoming which renders the employee's continuance in his position in some way detrimental to the Employer.

For discipline other than oral or written reprimands, before final notification to the employee of the contemplated measure of discipline to be imposed, the Employer shall meet with the employee involved and will inform the employee of the reason for such contemplated disciplinary action, including, if appropriate, any names of witnesses and copies of pertinent documents. Employees shall be informed of their rights to Union representation and shall be entitled to such, if so requested by the employee. The employee and the Union representative

shall be given the opportunity to rebut or clarify the reasons for such discipline. The Union will have up to three (3) days' notice prior to the pre-disciplinary meeting unless the severity of the offense warrants otherwise. Where appropriate, reasonable extensions of time for rebuttal purposes will be allowed when requested.

Following the pre-disciplinary meeting, the employee and the Union shall be notified of disciplinary action; such notification shall be in writing and reflect the specific nature of the offense and, where applicable, direction to the employee for future behavior.

Disciplinary actions in excess of two (2) years, with no further violations, will not be considered as part of discipline and may not be used against the employee for any future discipline; provided however, that references to such discipline shall remain in the file.

ARTICLE 13.

VACATIONS

A. The existing vacation policy of each county shall continue to apply.

ARTICLE 14.

INSURANCE

A. The Counties of DeKalb and Kendall shall continue to maintain insurance eligibility and coverage consistent with the practices that apply to the respective county's other employees.

B. During the term of this Agreement should any other group of employees covered by the same Health Plan in DeKalb and Kendall Counties receive extra benefit improvements or cost benefit improvements greater than those which are provided to bargaining unit employees, the bargaining unit employees will be provided with the same benefits or cost benefit improvements. If in the judgment of the Union, such terms or conditions are more favorable, the Union may request to negotiate with the Employer(s).

ARTICLE 15.

PENSIONS

During the term of this Agreement, covered employees shall continue to participate in the Illinois Municipal Retirement Fund (IMRF), in accordance with and subject to the provisions of the statutes of the State of Illinois, as applicable or as may hereafter be amended.

ARTICLE 16.

ASSOCIATION DUES

Except as already provided, the Employer will pay the dues of an employee to the IPCSA if it can be established to the Employer's satisfaction that the employee has taken an active role in the Association.

ARTICLE 17.

QUALITY OF WORK LIFE

The parties recognize that the quality of an employee's work life is an important factor in the ongoing Employer/employee relationship, and that the existence of a Collective Bargaining Agreement alone (while covering all of the terms and conditions of employment) will not adequately cover each and ever situation that may arise over the course of the Agreement, and which may have a negative impact upon the parties' relationship.

Therefore, in order to promote better day-to-day labor and management relations, a mutually beneficial ongoing relationship, a more stable labor/management climate to discuss trends and concerns in the Court Services Field, the parties agree to the formation of a "Quality of Work Life Committee" to function as an advisory body to the Employer and the Union on day-to-day matters of mutual interest that are not generally covered by their collective bargaining agreement. This will include discussions of security/safety issues with the participation of employees, some of whom work at those offices.

The Committee shall be composed of three (3) members from the bargaining unit, one (1) Union official (Local 330), two (2) members from the supervisory staff (one (1) Supervisor and one (1) Deputy) up to one (1) additional person to be designated by the Chief Judge on an as needed basis, and up to one (1) mutually agreed to additional guest, on an as needed basis.

The Committee shall meet on a regular basis and shall have no authority to alter or modify, in any way, the collective bargaining agreement but shall, however, explore, study and discuss matters of their relationship that are not covered by any written agreement between the parties.

Such discussions shall be conducted in an atmosphere that is informal, open and frank so as to seek out practical solutions to concerns of both parties that are not covered by the collective bargaining agreement.

The Committee shall select a Chairperson whose purpose shall be to (A) conduct timely meetings and coverage of topic matter as outlined in the Advance Notice of Agenda and (B) maintain an atmosphere and conduct of meetings that is informal and conducive to problem-solving discussion. The position of Chairperson may be alternately selected and held between the parties at each meeting.

The Committee shall choose one of the members of Management to function as its Secretary and to prepare minutes of the meeting. The Secretary shall record the Committee's discussions and recommended actions which are subject to the approval of both parties before becoming effective.

The Employer shall provide a meeting place for the Committee and shall allow up to one (1) hour of straight-time pay to compensate members for time spent at the meeting.

An Agenda shall be prepared and distributed by each party to the other at least five (5) working days prior to the meeting.

To further assist in the resolution of issues, the Employer will notify and provide to the Union copies of changes to the Procedure Manuals and of Directives from the Judiciary, Office Managers or Directors. In addition, the Union will also be provided copies of staff meeting minutes and applicable memos which affect operations of the Court Services.

ARTICLE 18.

LEAVES OF ABSENCE

Eligibility Requirements

Employees shall be first eligible for leaves of absence after they have completed six (6) months of employment with the Employer.

Application for Leave Without Pay

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

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

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

A request for a short leave of absence (defined as a leave not exceeding one (1) month) shall be answered within five (5) working days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) working days.

Failure to Return From Leave of Absence

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

Applicability of Law

The Employer will comply with the provisions of the Family and Medical Leave Act. Nothing contained in this Agreement is intended to interfere with or impede the Employer in meeting its obligations under the Family and Medical Leave Act. Compliance with the time off provisions of the Family and Medical Leave Act will be determined in accordance with the policies in effect in the particular county.

Bereavement Leave

The Bereavement Leave policy of each county shall continue to apply to those employees working in said county. In addition to the Employee's defined "immediate family" the following members are to be added into each of the two counties: current step-parents (s) and current domestic partners as defined by the Illinois Civil Unions Act.

ARTICLE 19.

GRIEVANCE PROCEDURE/ARBITRATION

Intent of Parties

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means of peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement.

Definition and Process

A grievance is defined as a dispute or complaint arising between the parties hereto under or out of this Agreement or in the interpretation, application, performances, termination, or any alleged breach hereof, and shall be processed and disposed of in the following manner:

Step 1. Within a reasonable time, i.e., within five (5) working days of the occurrence giving rise to the grievance, or within five (5) working days of the employee becoming aware of the occurrence giving rise to said grievance, the employee having the grievance shall take it up with his office supervisor. The grievance shall be reduced to writing (setting forth the alleged violations and relief sought), on the approved Grievance Form, which is attached as Schedule B, signed by the grievant and/or Union representative, and presented to the office supervisor. The Employer shall give its answer to the employee, and/or the Union representative, within five (5) working days after the presentation of the grievance in Step 1.

Step 2. If the grievance is not resolved at Step 1, the Union shall have ten (10) working days after the Employer's answer to move the grievance to the next step. The Union and the Employer shall meet in an attempt to resolve the grievance prior to any further action being taken. The Employer shall give an answer to the employee, and Union representative, within five (5) working days of the conclusion of the Step 2 meeting.

Step 3. If the grievance is not resolved at Step 2, the Union shall have ten (10) working days after the Employer's answer to move the grievance to the next step. The grievance shall be presented to the Presiding Judge of the County that is not the County where the grievant works. If that Presiding Judge is also the Chief Judge of the Circuit, the grievance shall be presented to the acting Presiding

Judge. The Union and the Employer shall meet in an attempt to resolve the grievance prior to any further action being taken. The Employer shall give an answer to the employee, and Union representative, within five (5) working days of the conclusion of the Step 3 meeting.

Step 4. If the grievance is not resolved in Step 3, the Union shall have ten (10) working days after the Employer's answer to move the grievance to the next step. The grievance shall be presented to the Chief Judge or his Designee. The Union will attempt to schedule a grievance meeting with the Chief Judge or Designee within twenty-one (21) days at a mutually agreeable time and place in order to resolve the grievance. A grievance presented in Step 4 shall be answered in writing by the Chief Judge, or his Designee, within five (5) working days after the conclusion of the grievance meeting or when the time limits for a meeting expire.

Step 5. If the grievance is not resolved, the Union may, within ten (10) working days after receiving the answer in Step 4, elect to advance the grievance to Step 5. The Union, pursuant to the provisions of this Article may then elect to advance this grievance for final and binding resolution.

Employer's Failure to Respond

Failure on the part of the Employer and/or Chief Judge to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

Waiver

Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to this Article, i.e., if a grievance is not submitted or presented within the time limits set forth above, it shall be considered "waived," unless otherwise mutually extended by the parties.

Binding Resolution of Grievances

Referral to Arbitration

If the grievance is not settled in Step 4, or no answer is given within the specified time, the Union may request by written notice to the Chief Judge, within ten (10) working days after his receipt of the Step 4 answer, or after such answer was due, whichever occurs first, that his grievance be resolved by binding arbitration.

Arbitration

Within ten (10) working days after the receipt by the Chief Judge the Union's request to proceed to Step 5 of the grievance procedure by electing final and binding resolution of the grievance by arbitration, the Chief Judge or his Designee and Union representative shall meet to select a mutually agreed to arbitrator. If the parties fail to select an arbitrator, the State or Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

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

ARTICLE 20.

NO STRIKE - NO LOCKOUT

Strike Prohibited

No employee shall engage in any strike, sit-down, sit in, slowdown, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer during the term of this Agreement.

Prohibition of Union Participation

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

Union Liability and Duty

In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit down, sit in, slowdown, cessation or stoppage or interruption of work, boycott or other interference with the operations of the Employer occur, the Union, within twenty four (24) hours of a request by the Employer, shall:

(a) Advise the Employer in writing that such action by the employees has not been called or sanctioned by the Union.

(b) Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.

(c) Post notices at Union Bulletin Boards advising that it disapproves of such action and instructing employees to return to work immediately.

Discharge for Violation

The Employer may discharge or discipline any employee who violates this Article and the Union will not resort to the Grievance Procedures on such employee's behalf.

No Lockout

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

Employer's Judicial Remedies

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

ARTICLE 21.

LIMITATIONS OF AGREEMENT

Judicial Powers

No provision in this Agreement which materially and adversely affects or interferes with the exercise of the constitutional, statutory, or inherent judicial powers of the Judiciary or with the application of a rule or order of the Illinois Supreme Court may be enforced. During an emergency affecting the Court's business as reasonably determined by the Court, no provision in this Agreement which materially and adversely affects or interferes with the exercise of the constitutional, statutory, or inherent administrative powers of the Judiciary may be enforced, but the unenforceability of any such provision due to the emergency shall not cause loss of wages or economic benefit to the members of the bargaining unit. The Union may raise other issues stemming from the way the emergency was dealt with pursuant to this Agreement.

Savings Clause

If any Article of this Agreement or any addenda thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any

Article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall immediately negotiate a substitute for the invalidated Article or portion thereof.

ARTICLE 22.

SUBCONTRACTING

General Policy

It is the general policy of the Employer to continue to utilize employees to perform work for which they are qualified to perform. The Employer reserves the right to contract out any work that it deems necessary in the interest of economy, improved work product or emergency.

Notice and Discussion

Absent an emergency situation, prior to the Employer changing its policy involving the overall subcontracting of work in a bargaining unit area, when such change amounts to a significant deviation from past practice resulting in loss of work of bargaining unit employees, the Employer shall notify the Union and offer the Union an opportunity to discuss and participate in considerations over the desirability of such subcontracting of work, including means by which to minimize the impact of such on employees.

Prior to subcontracting of bargaining unit work, the Employer, the Union, and the proposed subcontractor shall meet to discuss the employment of employees subject to layoff. The Employer will request that the subcontractor hire laid-off employees.

ARTICLE 23.

WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the area of collective bargaining, and that the understandings and

agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifyingly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though said subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 24.

WAGES AND EVALUATIONS

Wages

The wage rates and Step Plan (Step Plan is suspended during the term of this Agreement) in effect during the term of this Agreement is set forth in Schedule A-1.

Evaluations

Employees are required to meet the performance standards required by the Administrative Office of the Illinois Courts.

Each employee in the Court Services Department shall be evaluated on an annual basis. The Job Responsibility and Performance Standards (the 5 point system) will be used during the term of the Agreement. An employee's performance evaluation shall be reviewed with the employee and the employee's comments shall be taken into consideration. An employee's signature shall signify only that he or she has been given his or her performance evaluation; the employee's performance evaluation may not be altered subsequently without the employee's concurrence.

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

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

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

If an employee objects to his/her evaluation, he/she may utilize the grievance procedure up to and including Step 4 of the grievance procedure. The Employer's evaluation shall not be subject to arbitration.

Joint Committee

The Union and Employer will continue as part of a Joint Committee to review and refine the current evaluation/job performance system. Final approval must be given by the Union, the Chief Judge and the AOIC.

ARTICLE 25.

AUTOMOBILE USAGE

The Employer will pay for the current IRS rate for work-related personal car usage.

ARTICLE 26.

TERM AND SIGNATURE

Term of Agreement

This Agreement shall remain in full force and effect until November 30, 2013. 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 and twenty (120) days 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 date of receipt.

Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Grievances are continuing for a new Agreement or part thereof between the parties.

Procedure on Notice of Termination

The parties agree that if either side decides to reopen negotiations upon termination, making any changes in the Agreement, the other party may so notify the other at least ninety (90) days and not more than one hundred and twenty (120) days prior to the expiration of this Agreement or the extension thereof. In the event such notice to negotiate is given, then the parties shall meet no later than ten (10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purposes of negotiation. All notices provided for in this Agreement shall be served upon the other party by registered mail, return receipt requested.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

FOR THE EMPLOYER:

[illegible], as Chief Judge

Date: December 11, 2012

FOR THE UNION:

[illegible]

Date: 1/2/2013

SCHEDULE A

(SCHEDULE A STEP PLAN IS SUSPENDED DURING THE TERM OF THIS AGREEMENT)

Wages will be distributed based upon a 10-step plan which is set forth below:

Step	Special Units	Probation Officers
0	$33,561.12	$31,500.00
1	$34,799.01	$32.221.75
2	$36,400.63	$33.704.76
3	$38,075.98	$35,256.02
4	$39,828.43	$36,878.68
5	$41,661.54	$38,576.03
6	$43,579.01	$40,351.49
7	$45,584.74	$42,208.68
8	$47,682.78	$44,151.33
9	$49,877.39	$46,183.40
10	$52,173.00	$48,309.00

The starting salary is listed as Step 0. All pay increases occur on December 1, with the exception of new employees, who will move to Step 1 six months from their date of hire. For the first year, any new employees who have been employed for less than six months will move to the new Step 0. No employee will receive more than one pay increase within one year (i.e. there must be a minimum of 12 months between pay increases) with the exception of the first contract year, when new staff are moved to the new base number (Step 0) and subsequently to Step 1 at six months. For the first year of the contract, employees have been slotted into the pay plan. Those employees whose slot placement resulted in an increase of less than the across the board amount will receive a lump sum so that salary increase and lump sum combined equals the across the board amount. Staff who "top out" will be given a lump sum increase equal to an average of the overall percentage increase. (The Union and Employer have reviewed charts which show how all individual bargaining unit members will be affected by the wage increases referenced herein.)

When staff transfer from a regular probation position to a Special Units position, they will be slotted into the Special Units step plan at the step closest to their current salary that provides an equal or greater rate of pay. If a staff in Special Units transfers to a regular probation position, they will be slotted in on the same step number they held in Special Programs. No increase will be given until the step in that step plan exceeds the current salary.

SCHEDULE A-1

1. Effective 12/1/10, the Employer agrees to a salary increase of $1095 across the board. Ranges for staff would be as follows:

Probation Officers	$35,267 - $51,354
Special Units	$37,844 - $55,218

Effective 12/1/11, the Employer agrees to a salary increase of 2.99% across the board. Ranges for staff would be as follows:

Probation Officers	$36,321 - $52,889
Special Units	$38,976 - $56,869

Effective 12/1/12, the Employer agrees to a salary increase of 2.99% across the board. Ranges for staff would be as follows:

Probation Officers	$37,407 - $54,470
Special Units	$40,141 - $58,569

2. Senior Probation Officer – The proposal for the "Career Path Policy" was submitted to the Union. The monthly stipend provided to the officers designated Senior would be $100. The selection process for these officers would be as delineated in the "Career Path Policy" document. No staff can be "forced" into the position, but must voluntarily apply for the position. The Union can appoint one ex-officio member from the bargaining unit to participate on the Career Path Review Panel. The ex-officio member has no voting rights. The Union agrees to provide the Employer with 5 candidates from which the Employer will select a candidate to function in the ex-officio position.

SCHEDULE B

GRIEVANCE

Employee's Information

Name: _____ Home Phone: _____

Date: _____ Time of Report: _____

Company Information

Company: _____ Work Phone: _____

Address: _____ Direct Supervisor: _____

Section of Contract or Company Policy/Procedure Violated: _____

Nature of Grievance: _____

Settlement Request: _____

Signed: _____

Dated: _____

Page: _____ of _____

Appendix A

23rd Judicial Circuit Court Services Drug-Free Workplace Policy

Purpose and Goal
The 23rd Judicial Circuit Court Services (the Employer) is committed to protecting the safety, health and well-being of all employees and other individuals in the workplace. Court Services recognizes that alcohol abuse and illegal drug use pose a significant threat to Court Service's goals. Court Services has established a drug-free workplace program that balances respect for individuals with the need to maintain an alcohol and drug-free environment.

Court Services encourages employees to voluntarily seek help with drug and alcohol abuse.

Covered Workers (Employees)
Any individual who conducts business for Court Services, is applying for a position, or is conducting business on Employer property is covered by the drug-free workplace policy. The policy includes, but is not limited to managers, supervisors, full-time employees, part-time employees, contractors, interns, volunteers and applicants.

Applicability
The drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for Court Services.

Prohibited Behavior
It is a violation of the drug-free workplace policy to use, possess, sell, trade, distribute, manufacture, dispense, and/or offer for sale alcohol, illegal drugs or intoxicants during the course of the workday. Unlawful use of drugs as well as being under the influence of alcohol or the consumption of alcohol while on duty shall be cause for discipline up to and including discharge.

It is a violation of the drug-free workplace policy to consume or possess unsealed alcohol at any time during the workday, or anywhere on the Employer's premises or work sites, buildings or properties or any vehicle owned by the Employer or any vehicle not owned by the employer but while being used in service to the Employer.

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the counter medications will be responsible for consulting with the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees or the public or interfere with the employee's performance of his or her job duties, it is the employee's responsibility to use appropriate personnel procedures (e.g. call in sick, use leave, request change of duty, notify supervisor) to avoid unsafe workplace practices. Upon reporting to work or taking medication, an employee must immediately report to management the use of medication likely to impair the employee's ability to do his or her job duties.

The illegal or unauthorized use, possession, sale, distribution, manufacturing, or dispensing of prescription drugs is prohibited. It is a violation of the drug-free workplace policy to intentionally misuse and/or abuse prescription medications.

If an employee is convicted of a criminal drug statute violation, the employee shall notify his or her immediate supervisor of the conviction in writing, with a copy of the disposition attached, no later than two (2) working days after the conviction, unless the conviction has been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act.

The department head will notify the Presiding and Chief Judges of any violation of the drug-free workplace policy.

Searches

Entering the Employer's property constitutes consent to searches and inspections. As it is expected that all property used to conduct business is county property, it is expected that searches can be made of any county office, common space, work spaces, computers, equipment or desk areas at any time. However in cases where there staff use lockers with personal locks attached, use their personal cars to conduct home visits or have personal items such as purses or brief cases, then those items can only be searched with a member of law enforcement present. If a member of law enforcement needs to be present, the employee will be informed of the search so that they may be present also when the search is conducted. If the employee fails to attend the search (such as that of an abandoned locker) this will not preclude the search from occurring. No searches are to be conducted without the approval of the Presiding Judge of the Employee's County.

Drug Testing

To ensure the accuracy and fairness of the drug testing program, all testing will be conducted according to the Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines where applicable and will include a screening test, a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody. The employee will be placed on paid administrative leave pending the test results.

All drug-testing information will be maintained in separate confidential records.

Each potential employee (applicant) may be required to participate in pre-employment testing as a condition of employment following a job offer. The applicant may begin work before the test results are returned, but the new hire will be subject to immediate termination of employment if there is a positive test result.

Employees must submit to reasonable suspicion testing (also referred to as "probable-cause" testing) upon selection or request of management. Reasonable suspicion testing may be based upon, among other things:

1. Observable phenomena, such as direct observation of alcohol or drug use or possession and/or physical symptoms of being under the influence of alcohol or drug;

2. A pattern of abnormal conduct or erratic behavior;

3. Arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking;

4. Information provided by reliable and credible sources (identified by type. e.g. "law enforcement agency", etc.), or independently corroborated;

Authorization for such a test must come from the Presiding Judge of the Employee's County or other designee as appointed by the Chief Judge. At the time an employee is directed to submit to reasonable suspicion testing, the Employer will provide the employee with oral notice briefly outlining the reasonable suspicion leading to the request. At least two supervisory personnel must state their reasonable suspicions concerning an affected employee prior to any direction to submit the employee to testing. The supervisory personnel must document observable signs and symptoms that lead to the suspicion of alcohol or drug use or drug free workplace policy violation. Once directed to do so, the employee will be transported by two supervisors, when available, or other management personnel to the required location during their regular shift but no later than two (2) hours from the time notice is received. The employee must show photo identification to the testing agency upon arrival to verify their identity prior to testing. Within 72 hours of the time an employee is ordered to submit to testing, the Employer shall provide the employee and the Union with a written notice setting forth the facts and inferences which form the basis of the order to test.

The substances that will be tested for are: Amphetamines, Cannabinoids (THC), Cocaine, Opiates, Phencyclidine (PCP) and Alcohol.

Testing for alcohol will be performed on site through the use of a Breathalyzer. The testing will be performed by a supervisor and witnessed by a union representative, if requested and available, and if not requested or available, by a second supervisor or other management personnel. Anyone testing above .04 will be considered "under the influence" and not fit for duty. The employee is to be requested to accept the result in writing or must report to the Sheriff's office to be breathalyzer. (Note: The foregoing standard shall not preclude the Employer from attempt to show that test results between .02 and .04 demonstrate that the employee was under the influence, but the Employer shall bear the burden of proof in such cases)

Testing for the presence of the metabolites of drugs will be conducted off site by the analysis of urine.

In cases where an applicant or employee receives a negative-dilute test result, the individual will be required to re-take the test. If there is a second negative-dilute test result, it will be accepted as a negative test result.

In cases where an employee is notified of a positive drug test, the employee will be removed from duty for up to 72 hours. The employee may request that the second sample of the split sample be tested, at the employee's own expense. If the results of the second sample come back

as negative, the employer will reimburse the employee for the cost of the test. Such test shall be considered negative and it would be the final test.

Consequences

One of the goals of the drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

An applicant testing positive for illegal drugs during the employment process will have the offer of employment withdrawn and will not be considered for employment in the future.

If an employee violates the policy, he or she may be subject to disciplinary action up to and including immediate termination from employment. If an employee who has tested positive is not immediately terminated, the employer, in its sole discretion, reserves the right to offer the employee participation in approved alcohol rehabilitation or drug abuse assistance program, at the employee's cost over and above any insurance coverage, as an alternative to, or in conjunction with disciplinary action. If such a program is offered and accepted by the employee, then the employee must satisfactorily complete the program as a condition of continued employment and may be subject to periodic random testing over a set period of time, up to 12 months, following his or her return to work.

An employee will be subject to the same consequences of a positive test if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

Assistance

Court Services recognizes that alcohol and drug abuse and addiction are treatable illnesses. Early intervention and support improve the success of rehabilitation. To support employees, the drug-free workplace policy:

►Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.

►Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.

►Offers all employees and their family members assistance with alcohol and drug problems through the Employee Assistance Program (EAP).

►Allows the use of accrued paid leave while seeking treatment for alcohol and other drug problems.

Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

Confidentiality
All information received by the Employer through the drug-free workplace program will remain confidential according to applicable state and federal laws. Access to this information is limited to those who have legitimate need to know in compliance with relevant laws, court orders and management policies.

Shared Responsibility
A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and the Employer have important roles to play.

All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on-duty or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:
- ▶Be concerned about working in a safe environment.
- ▶Support fellow workers in seeking help.
- ▶Use the Employee Assistance Program.
- ▶Report dangerous behavior to their supervisor.

It is the supervisors' and managers' responsibility to:
- ▶Inform employees of the drug-free workplace policy.
- ▶Observe employee performance.
- ▶Investigate reports of dangerous practices.
- ▶Document negative changes and problems in performance.
- ▶Counsel employees as to expected performance improvement.
- ▶Refer employees to the Employee Assistance Program.
- ▶Clearly state consequences of policy violations.

Communication
Communicating the drug-free workplace policy to both supervisors and employees is critical to success. To ensure all employees are aware of their role in supporting the drug-free workplace program:
- ▶All employees will receive a written copy of the policy.
- ▶The policy will be reviewed in orientation sessions with new employees.

SIDE LETTER AGREEMENT

This Side Letter Agreement is entered into by and between Chief Judge –Twenty Third Judicial Circuit Court Services and General Chauffeurs, Salesdrivers, and Helpers Local Union No. 330 and is effective during the term of the Collective Bargaining Agreement between the parties which expires on November 30, 2013.

It is agreed as follows:

1. The parties agree that the Dress Code for Court Services Field has been revised and shall remain in effect for the term of this Agreement. A copy of the dress code for Court Services Field are attached hereto.

2. The Kendall County Treasurer will be implementing a paycheck/pay period delay for all employees receiving paychecks from Kendall County. Implementation of this delay will take place at a point in time in the future as designated by the Kendall County Treasurer and only if it is implemented County-wide.

3. Vacant Offices – Vacant offices space shall be offered to Probation Officers in accordance with seniority in each specific unit classification as determined by the Employer for a particular location.

4. Flex time shall be administered and utilized in accordance with Kane County's current policy, with the following exception: In Kendall County, the flex calendar will be made available on Tuesday, Wednesday, or Thursday. Also in Kendall County, a minimum of one designated juvenile officer, one designated adult officer and one additional officer will constitute office coverage.

5. GPS/Electronic Monitoring On Call, Kane County only- Electronic Home Monitoring and Homebound Probation Officers will be on call between the hours of 10:00 p.m. and 7:00 a.m. seven (7) days per week, 365 days per year, to receive and respond to alerts generated for adult and juvenile electronic monitoring, passive GPS, active GPS and active VOOP GPS. During this time alerts will be received via text message to the designated on call employee's county issued cellular phone. Any hours accumulated past 37.5 in a work week encompassing regular shift hours and on-call time shall be paid at a premium wage. On call Employees will not be forced by the Employer to utilize flex time to avoid payment of overtime.

   The on call officer may be required to respond and go to an offender's location to trouble shoot or install new equipment. In the event the on call officer determines that there is a need to repair or replace the active VOOP GPS equipment, the on call officer shall contact the on call probation supervisor to apprise them of the situation. Should an officer be called out to exchange or trouble shoot equipment

for active VOOP cases, then that time will be reimbursed at time and ½ for the actual time spent from when they left their home until the time they return to their home.

Electronic Home Monitoring and Homebound Probation Officers will rotate the on call duties on the following basis: the officer may sign up for no more than 2 nights of on call during a work week, and the officer shall not schedule themselves for a shift on the day following the start of an on-call shift. (For example, if on-call starts on Monday night over into Tuesday, there will be no other shifts scheduled for work on that Tuesday.) Each officer is expected to sign up for an equitable amount of days of on-call. During the days that the officer is to be on call it is expected that they will be remain in a geographic location (i.e. their home area), and abide by a "zero-tolerance" sobriety condition that enables them to report to the Judicial Center in order to obtain equipment, or to meet a defendant that needs an equipment change-out per existing policies. "Zero-tolerance" includes any drugs, alcohol, or prescription drugs that would cause the individual to be unable to appropriately operate machinery as a side-effect, or that would have influence on appropriate interactions with the defendants or local jurisdictions while completing the follow-up expectations with the on-call supervision. Should an officer have an occasion whereby they are not able to perform on-call duties (such as illness, hospitalization, etc) volunteers will be solicited. If no one volunteers to take the shift(s), then the next officer in the on-call rotation shall take over the on-call duties. Should an officer have an on-call shift on a holiday, they will be able to "bank" 7.5 hours of holiday time.

Officers shall use the "Special Programs Time Sheet", as attached, to designate the on-call hours in the appropriate areas. The overnight hours shall be noted on the timesheet as having the 10:00-12 :00 p.m. hours be on the day the time begins, and the 12:00 a.m.-7:00 a.m. hours be listed on the following day. "On-call hours" shall be noted for those times on the timesheet.

In Kendall County, there will be an on-call system required for the Special Programs Unit staff and offered to the regular probation staff as an option. Special Program staff will be required to be on-call a maximum of one week per month. Regular Programs will be allowed to fill in the additional days on a sign-up basis. Staff will be paid at the same rate as described in the Kane County proposal above.

In DeKalb County, the Sheriff administers the Bischof Law provisions.

6. Furloughs will not be implemented for bargaining unit members during the term of this Agreement, unless mutually agreed otherwise.

FOR THE EMPLOYER

Date: December 11, 2012

FOR THE UNION

Date: 1/2/2013

COURT SERVICES PROCEDURE MANUAL	POLICY NUMBER 1.06	PAGES 1 of 4

CHAPTER ADMINISTRATIVE	STANDARDS

SUBJECT DRESS CODE	APPROVED/DATE

POLICY:
Court Services employees are expected to abide by the dress code.

PROCEDURE:
Staff are to come to work having appropriate court attire available at all times in the event they are called to court. All staff will dress in the appropriate attire as outlined in the dress code listed below. If staff have any doubts about their respective attire for work, they should not come to work in the intended attire.

Based upon the proximity to the courtrooms, and the fact that officers may be called to immediately report to court, the Kendall County Presiding Judge will determine if the staff should change into court attire prior to checking in to Court. Should the officer have advanced knowledge their presence in court is or may be requested, court attire is required.

SPACE INTENTIONALLY LEFT BLANK

ATTACHMENT

DRESS CODE FOR COURT SERVICES

Sworn/Administrative/Support Staff

Male Staff

Court
Ties (**Must** be worn)
Business Suits
Blazers
Dress Shirts (Collared/button front)
Dress Slacks
(Dockers, suit pants, dress pants)
Dress Shoes

Office/Professional
All Court Attire
Dockers Style Pants
Polo's Solid Color
Corduroy Pants
Sweaters
Collared shirts
Approved County Polo

Field/Home Visit
All court & office attire
Jeans
Uniform Shirts
Cargo Pants
Casual Shoes/Sneakers
Caps/Hats

Allowed:

- Sweaters/Vests with tie and collared shirt along with a blazer may be worn to court (The tie must be visible underneath the sweater/vest)
- Collared shirts may be worn without a tie in the office; however, the shirt must be appropriately sized and tucked into pants.
- Approved County Polo shirts may be worn in the office; however, polo shirts are **not** approved for court. **Polo shirts must be appropriately sized.**

If the employee chooses to purchase additional approved County shirts, the logo must be altered to read only "County name here" with no reference to Court Services. The employee may choose the color of the shirt, but it must be the identical style of the approved County shirts.

Not Allowed in the Office:

- Cargo pants (Pants with side pockets, leg pockets or strings hanging from the side(s) or bottom) Jeans or denim material pants
- Tight fitting pants or pants made of spandex and/or Lycra; sweat pants; sweat suits, leggings, baggy pants or shorts
- Shirt without a collar; turtlenecks; banded collars; rolled collars
- Printed polo shirts; Hawaiian shirts or shirts made of Lycra, spandex or mesh
- Ties may not contain slogans or any depiction of inappropriate activities, actions or advertisements. Bolo ties are not to be worn
- No caps or hats are to be worn in the office
- No sweatshirts

Shoes Not Allowed in the Office:

- Tennis shoes, gym shoes, sneakers or athletic type shoes
- Work boots or hiker boots
- Slippers, flip flops, slip on rubber shoes, croc or thong type shoes
- Dirty or soiled shoes

Hosiery:

Male staff must wear proper foot hosiery and/or socks and shoes of an appropriate nature at all times.

DRESS CODE FOR COURT SERVICES

Sworn/Administrative/Support Staff

Female Staff

Court
Business Suits
Blazers
Dress Slacks
Dress Blouses
Skirts
Dresses
Hosiery

Office/Professional
All Court Attire
Casual slacks (i.e, Dockers)
Polo's Solid Color
Sweaters
Blouses
Approved County Polo shirts

Field/Home Visit
All court & office attire
Jeans
Uniform Shirts
Casual Shoes/Sneakers
Cargo Pants
Caps/Hats

Allowed:

- Approved County Polo shirts may be worn in the office; however, polo shirts are not approved for court. Polo shirts must be appropriately sized.
- Sheer blouses may be worn; however, with an appropriate cami or top underneath
- Thong type dress shoes may be worn; however, the shoes are to be dress type and not casual.
- These shoes are not to be made of rubber or foam material and must not resemble a flip flop

If the employee chooses to purchase additional approved County shirts, the logo must be altered to read only "Kane County name here" with no reference to Court Services. These shirts may be purchased in different colors, but the style must be identical to the approved County shirts.

Not Allowed in the Office:

- Skirts more than 3 inches above the knee. Skirts made of Lycra, spandex or denim material
- Blouses, tops, or sweaters with necklines extending more than 3" below the base of the neck
- Cargo pants (Pants with side pockets, leg pockets or strings hanging from the side(s) or bottom)
- Jeans or denim material pants
- Tight fitting pants or pants made of spandex and/or Lycra; sweat pants; sweat suits, leggings, baggy pants or shorts
- T-shirts, mesh or midriff shirts, halter or tube tops or backless or low-cut back shirts
- Tank tops with thin straps
- No caps or hats are to be worn in the office
- No sweatshirts

Shoes Not Allowed in the Office:

- Tennis shoes, gym shoes, sneakers or athletic type shoes
- Work boots or hiker boots
- Slippers, flip flops, slip on rubber shoes, croc shoes
- Dirty or soiled shoes

Hosiery:

Female staff are not required to wear hosiery with the exception of attendance at Court.

DRESS CODE FOR COURT SERVICES

CASUAL DAY ATTIRE AND FIELD ATTIRE

Casual Day Office Attire/As Deemed Appropriate by the Presiding Judge of Each County:

Cargo pants or jeans (if they are not ripped, tattered, soiled, or inappropriately low cut)

- Approved County Polo Shirt (appropriately sized)
- Court attire/Professional attire shirt that meets the guidelines listed under male staff and under female staff
- Or clothing listed under 'Allowed" court attire/office/professional attire
- No sweatshirts

Shoes Not Allowed in the Office:

- Tennis shoes, gym shoes, sneakers or athletic type shoes
- Work boots or hiker boots
- Slippers, flip flops, slip on rubber shoes, croc shoes
- Dirty or soiled shoes

Hosiery:

Male staff must wear hosiery of an appropriate nature. Shoes must be worn at all times by all staff.

Field Attire:

- Jeans may be worn if they are not ripped, soiled, stained or tattered
- Shirts are provided by the department and are to be worn
- Cargo pants may be worn if they are not ripped, soiled, stained or tattered
- Shoes may be athletic or boot (Not dirty or soiled)
- Caps/hats may be worn in the field (may not contain any slogans or any depiction of inappropriate activities, actions, profanity or advertisements)
- Approved court attire or office/professional attire (see under male and female staff)
- Sweat pants, sweat suits, shorts or spandex pants are not allowed

Court Attire

On Casual Day, the guidelines for Court attire apply to any staff attending court. These are listed under the male and female dress code.

Staff found in violation of the dress code will be directed to go home and return wearing proper attire. Staff in violation who have appropriate court attire will be allowed to change clothing in lieu of being sent home. If staff are sent home, the employee must use his/her own benefit time to change clothing.

To replace Article 26: That one shirt will be purchased, budget permitting, for all probation staff who request them in all three counties. Four (4) shirts will be purchased for Special Programs staff annually, budget permitting.

WITHDRAWAL CARD

If you leave your present employment for any reason, be sure to report to the Union office in order to obtain a WITHDRAWAL CARD. Your dues must be paid through the month in which the withdrawal card is taken.

There is no cost for the WITHDRAWAL CARD.

You are obligated to pay dues to Local 330 until you obtain a WITHDRAWAL CARD. Most employers do not deduct dues from employee's paychecks covering periods of leave, including but not limited to, sick leave, vacation periods and periods covered by Workman's Compensation. Remember, it is your responsibility to be certain that you are current in your dues.

Any member three (3) months in arrears in dues shall automatically stand suspended at the end of the third (3rd) month.