AGREEMENT

BETWEEN

CHIEF JUDGE
TWENTY-THIRD JUDICIAL CIRCUIT
COURT SERVICES

AND

METROPOLITAN ALLIANCE OF POLICE
23RD JUDICIAL CIRCUIT, COURT SERVICES
CHAPTER #696

EFFECTIVE DECEMBER 1, 2013 – NOVEMBER 30, 2017

INDEX

AGREEMENT 3
ARTICLE 1. PURPOSE.....3
ARTICLE 2. RECOGNITION.....3
ARTICLE 3. NEW CLASSIFICATIONS.....4
ARTICLE 4. MANAGEMENT RIGHTS.....5
ARTICLE 5. NONDISCRIMINATION.....6
ARTICLE 6. UNION SECURITY.....6
ARTICLE 7. VISITATION AND BULLETIN BOARDS.....8
ARTICLE 8. SENIORITY.....8
ARTICLE 9. HOURS OF WORK.....9
ARTICLE 10. OVERTIME.....11
ARTICLE 11. HOLIDAYS.....12
ARTICLE 12. DISCIPLINE.....12
ARTICLE 13. INSURANCE.....13
ARTICLE 14. PENSIONS.....13
ARTICLE 15. LEAVE OF ABSENCE.....13
ARTICLE 16. GRIEVANCE PROCEDURE/ARBRITRATION.....14
ARTICLE 17. NO STRIKE-NO LOCKOUT.....16
ARTICLE 18. LIMITATIONS OF AGREEMENT.....17
ARTICLE 19. SUBCONTRACTING.....18
ARTICLE 20. WAIVER.....18
ARTICLE 21. WAGES, SENIOR PROBATION OFFICER, ON CALL, EVALUATIONS.....18
ARTICLE 22. AUTOMOBILE USAGE.....21
ARTICLE 23. DRUG FREE WORK PLACE POLICY.....21
ARTICLE 24. MISCELLANEOUS.....26
ARTICLE 25. DRESS CODE.....28
ARTICLE 26. TERM AND SIGNATURE.....31
SCHEDULE A 33
SCHEDULE B 34
APPENDIX C 35
APPENDIX D 37
APPENDIX D.1 39
APPENDIX E 42
APPENDIX F 43
APPENDIX G 45
APPENDIX H.....46
SIDE LETTER OF AGREEMENT 47

AGREEMENT

This Agreement is made and entered into, by and between the Chief Judge – 23rd Judicial Circuit, Court Services (hereinafter referred to as the "Employer"), and the Metropolitan Alliance of Police 23rd Judicial Circuit Court Services Chapter #696 (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

Section 2.1 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.

The following positions are to be classified as Standard Units for the term of this contract:

Probation Officer/Adult
Probation Officer/Juvenile
CRS Officers
Investigative Officer
Administrative Officers
Program Coordinator
Pretrial Officers

The following positions are to be classified as Special Units for the term of this contract:

Delinquency Diversion Officers
Drug Rehabilitation Court Officers
Enhanced Probation Officer
Intensive Probation Officers
Electronic Monitoring Officers
Domestic Violence Officers
Pretrial/Technology Officers
Sex Offender Officers

Expressly excluded from the aforesaid bargaining unit are; 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 employees in the bargaining unit.

ARTICLE 3
NEW CLASSIFICATIONS

Section 3.1 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

Section 4.1 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;

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

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

(d) 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 non-probationary 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

Section 5.1 Equal Employment Opportunity. The Employer will continue to provide equal employment opportunity for all employees and develop and apply equal employment practices.

Section 5.2 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.

Section 5.3 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 non-membership activity or status.

ARTICLE 6
UNION SECURITY

Section 6.1 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.

Section 6.2 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.

Section 6.3 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.

Section 6.4 Notice and Appeal. The Union agrees to provide Fair Share notices and appeal procedures to employees in accordance with applicable law.

Section 6.5 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, except where the Employer initiates or prosecutes such action.

Section 6.6 Dues Check off. During the term of this Agreement the Employer will deduct from each employee's biweekly paycheck the uniform, regular Metropolitan Alliance of Police dues for each employee in the bargaining unit who has filed with the Employer a lawfully written authorization form. The Employer shall remit such deductions monthly to the Illinois Metropolitan Alliance of Police at the address designated by the Chapter.

The actual dues amount deducted, as determined by the Metropolitan Alliance of Police, shall be uniform for each employee in order to ease the Employer's burden in administering this provision.

If any employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Metropolitan Alliance of Police shall be responsible for collection of dues. The Metropolitan Alliance of Police agrees to refund to the employee any amounts paid to the Metropolitan Alliance of Police in error on account of this dues deduction provision.

ARTICLE 7
VISITATION AND BULLETIN BOARDS

Section 7.1 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 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.

Section 7.2 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

Section 8.1 Definition of 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.

Section 8.2 Modification of 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 and employees who have transferred to a lateral position in Court Services shall serve a six (6) month probationary period in said new position. An employee promoted to a new position or transferred to a lateral position may request a return to his/her former position within forty-five (45) days of said promotion or transfer. 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. Non-merit 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

Section 9.1 Hours of Work. 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.

Section 9.2 Work Schedule. 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 County 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.

Section 9.3 Deviation from Work Schedule. Due to the special nature of their work, employees working in departments such as EPS Probation, Drug Rehabilitation Court, Electronic Monitoring, Placement Coordinators, and other Specialized Programs may be required to work hours other than those stated above.

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

Section 9.4 Lunch Break. Employees may be provided with up to a one (l) hour unpaid lunch. Staff must take at least one half (1/2) hour lunch break no later than five (5) hours into their shift.

Section 9.5 Paid Hours Off (PHO's). The Paid Hours Off (PHO's) policy for DeKalb County shall be pursuant to the following:

	Years	Accrual Rate*	Equivalent Days Off	Maximum Accrual	Maximum Emergency Accrual	Maximum Paid At Termination
A. All Groups	0.5-4	0.1077	28.0	60 days	15 days	60 days
Hired after 11/30/2005	5-8	0.1270	33.0	60 days	15 days	60 days
	9-14	0.1443	37.5	60 days	15 days	60 days
	15+	0.1616	42.0	60 days	15 days	60 days
B. All Groups	0.5-4	0.1270	33.0	60 days	15 days	60 days
Hired before 12/1/05	5-14	0.1443	37.5	60 days	15 days	60 days
	15+	0.1616	42.0	60 days	15 days	60 days

PHO's are accrued on non-overtime hours paid, excluding funeral leave and jury duty pay.

Employees will be paid for holidays during the first six months of their employment providing the scheduled day before and the scheduled day after the holiday are worked.

Part-time employees in Group A will be eligible to earn PHO's only if their position is budgeted at 50% or more of the position's full-time hours per week.

Emergency PHO's may be used at the discretion of the department head for reasons of illness and personal emergency only.

Leave for vacation purposes shall be arranged with due regard for the operating needs of the County. Each department head is responsible for vacation scheduling within his or her department that shall best meet the needs of the department and reconcile vacation preferences of employees with County workloads.

Upon termination of at least six months continuous employment, and with at least fourteen (14) calendar days of advance notice in writing, employees in Groups A and B above, shall be paid for any accumulated PHO benefits up to a maximum of sixty (60) days. Any PHO benefits over sixty (60) days will be moved to an emergency bank. PHO benefits moved to the emergency bank will not be paid out upon termination.

Section 9.6 Vacation, Sick Leave and Personal leave. The policy for Vacations, Sick Leave and Personal Leave for Kendall County for the duration of this agreement shall be pursuant to the terms and conditions contained in Appendices E and F, attached hereto and made part hereof.

ARTICLE 10
OVERTIME

Section 10.1 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.

Section 10.2 Accrual of Compensatory Time. If the Employer determines that compensatory time off is to be used as the method of paying employees overtime work, the overtime rate of pay shall be one and one-half (1 ½) hours compensatory time off for each hour of overtime work. If compensatory time off is used, it shall be by mutual agreement, 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 rationale 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 ½). 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 ½) compensatory hours. Said compensatory hours shall include both overtime and straight-time compensatory hours.

Section 10.3 Use of Compensatory Time. 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 employees 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

Section 11.1 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 the 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

Section 12.1 Discipline. 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.

Section 12.2 Pre-Disciplinary Meetings. 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.

Section 12.3 Purge of Discipline. Disciplinary actions in excess of two (2) years ago, 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 reference to such discipline shall remain in the file.

ARTICLE 13
INSURANCE

Section 13.1 Insurance. The policy for Health Insurance for Kendall County for the duration of this agreement shall be pursuant to the terms and conditions contained in Appendix C, attached hereto and made part hereof. During the term of this Agreement should the patrol deputy sheriffs covered by the same Health Plan in Kendall County receive a change in benefits, coverage, or employer or employee paid premiums, such changes, including the retroactive or prospective application of such changes shall be applicable to the probation officers of Kendall County in this bargaining unit.

The policy for Health Insurance for DeKalb County for the duration of this agreement shall be pursuant to the terms and conditions contained in Appendix G, attached hereto and made part hereof. During the term of this Agreement should the deputy sheriffs covered by the same Health Plan in DeKalb County receive a change in benefits, coverage, or employer or employee paid premiums, such changes, including the retroactive or prospective application of such changes shall be applicable to the probation officers of DeKalb County in this bargaining unit.

ARTICLE 14
PENSIONS

Section 14.1 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 15
LEAVE OF ABSENCE

Section 15.1 Eligibility Requirements. Employees shall be eligible for leaves of absence after they have completed nine (9) months of employment with the Employer.

Section 15.2 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 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) calendar days.

Section 15.3 Failure to Return From Leave of Absence. Failure to return from leave of absence within five (5) working 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) working days after the expiration of the leave of absence.

Section 15.4 Applicability of Law-Family and Medical Leave Act. 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.

Section 15.5 Bereavement Leave. Up to three (3) paid days per occurrence may be allowed for death in the immediate family. Immediate family is defined for purposes of this section to be spouse, mother, father, child, brother, sister, son-in-law, daughter-in-law, grandmother, grandfather, grandchild, spouse's relatives of the same degree of blood relationship and any blood relative who resides in the employee's home, current step-parent(s) and current domestic partners as defined by the Illinois Civil Unions Act.

These paid days are considered as bereavement days and not sick/personal days. If any additional time is needed, the time off may be taken from paid vacation/sick/personal days, with approval of the departmental head. This is applicable only to full-time employees.

ARTICLE 16
GRIEVANCE PROCEDURE/ARBITRATION

Section 16.1 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.

Section 16.2 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 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.

Section 16.3 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.

Section 16.4 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

Section 16.5 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.

Section 16.6 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, 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 duplication its copy.

ARTICLE 17
NO STRIKE-NO LOCKOUT

Section 17.1 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 operation of the Employer during the term of this Agreement.

Section 17.2 Prohibition of Union Participation. The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit down, sit in, 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.

Section 17.3 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.

Section 17.4 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.

Section 17.5 No Lockout. The Employer agrees that it will not lock out employees during the term of this Agreement.

Section 17.6 Employer's Judicial Remedies. Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 18
LIMITATIONS OF AGREEMENT

Section 18.1 Judicial Powers. No provision in this Agreement which materially and adversely affects or interferes with the exercise of the constitutional, statutory, or inherent of 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.

Section 18.2 Saving 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 19
SUBCONTRACTING

Section 19.1 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.

Section 19.2 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 20
WAIVER

Section 20.1 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 21
WAGES, SENIOR PROBATION OFFICER, ON-CALL, AND EVALUATIONS

Section 21.1 Wages. The Wage Rates and Step Plan in effect during the term of this Agreement are set forth in this paragraph and in Schedule A. Beginning the first year of the contract, 12/1/2013, members will receive a flat 3% increase. Beginning the second year of the

contract, 12/1/2014, current members will be placed on the nearest tier of pay that provides a minimum of at least 3% increase in salary from their current salary (unless a current member has transferred from special units to standard units, then their salary is frozen until they reach an increase in step). Employees hired after the full execution of this agreement will be placed at Step 0 and will not receive their first step increase until the December 1st, following one full completed year of service. When staff transfer from a standard unit position to a Special Units position, they will be slotted into the Special Units Step Plan at the same step in the Special Units step plan (i.e.; Step 5 to Step 5); current members who hold positions that are not designated as special units, who after implementation of this contract would be recognized as holding a special units position, will be assigned to a step number based on their current pay schedule in the standard unit step plan before they are slotted into the special units step plan. If a staff in Special Units transfers to a standard unit position, they will be slotted in on the same step number they held in Special Units. There will be no decrease in pay, but no increase will be given until the step in that step plan exceeds the current salary.

Initial placement of all officers into the proper units and steps for 12/1/2014 has been determined prior to the full execution of this agreement. Beginning 12/1/2015 all officers will move to the new column and one step higher, each year. No employee shall move to their next step after November 30, 2017 until a successor agreement is negotiated to completion.

Section 21.2 Senior Probation Officer. The existing Career Path Policy dated December 3, 2012 will remain in place as is with the exception of the addition of up to one more Senior Probation Officer position in each, DeKalb and Kendall Counties (for a total of two in each County), should the Chief Judge make the determination that the expansion of the program is beneficial. Upon any Senior Probation Officer position being vacated the Director of the County where the position is vacated will discuss with the Chief Judge the benefit of filling the position. The discussion will include at a minimum whether the position being filled is beneficial to the entire office. Should a determination be made that the position will not be filled, it will remain vacant for a period of no less than six months until it is open for review by the Director and the Chief Judge.

The monthly stipend provided to the officers designated Senior will be $100.00 and will not be added to the overall salary. 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.

Section 21.3 On-Call (Kendall County Only). Special Units staff will be paid a flat $3,600.00 per year (paid out in equal monthly installments) for Bischof, GPS and Juvenile Detention on-call (up to four special units positions in rotation. Should additional special unit positions be added, the total on-call pay will be divided by the number of days on-call). Any on-call pay earned will not be added to the overall salary.

Any days not covered by Special Units staff will be offered to Standard Units staff and paid to the Standard Unit staff at the following rate;

- 2 hours of regular pay for each day on call
- If staff goes out on a call, they will be paid a minimum of 2 hours at 1 ½ times their regular hourly rate
- If staff goes out on a call, and it is more than two hours they will be paid at 1 ½ times their hourly rate of pay for time from their home to the call and back to their home, in 15 minutes increments
- If staff goes out on a call, they will not be paid the 2 hours of regular pay in addition to the overtime pay
- If staff are on call for holidays, they will receive their regular holiday pay, in addition to two hours of straight pay for being on call
- If staff are called out on holidays, they will be paid at 1 ½ times their rate of pay for any hours they work, at a minimum of two hours, but in lieu of the two hours of straight time. Anything over 2 hours will be paid in 15 minute increments

On-call pay as listed above will commence the first of the month following 60 calendar days after full execution of this agreement. On-call pay already paid out and covered within the terms of this agreement and up to the beginning of the new payment process will be adjusted to reflect the higher rate of hourly pay and be paid out in retroactive form.

Section 21.4 Evaluations. Employees are required to meet 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 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.

During the first year of the agreement, or within 90 days of the execution of the agreement (whichever is later) the Employer will convene in order to refine the current evaluation/performance system to include, at a minimum, *Effective Casework* strategies. Management will work to have the updated evaluation/performance system in place to begin the final year of this agreement, December 1, 2016. Final approval must be given by the Chief Judge and the AOIC.

Management will also meet to review the new evaluation/performance system at the conclusion of the first year, by November 30, 2017.

ARTICLE 22
AUTOMOBILE USAGE

Section 22.1 Personal Automobile Usage. The Employer will pay for the current IRS rate for work-related personal car usage.

ARTICLE 23
DRUG-FREE WORKPLACE POLICY

Section 23.1 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.

Section 23.2 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.

Section 23.3 Applicability. The drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for Court Services.

Section 23.4 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 sealed or 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 (It is a violation of the drug-free workplace policy to possess sealed or unsealed alcohol in personal vehicles only when 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.

Section 23.5 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 the 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.

Section 23.6 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 Sheriff's office to be breathalyzed. (Note: The foregoing standard shall not preclude the Employer from attempting 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.

Section 23.7 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.

Section 23.8 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.

Section 23.9 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.

Section 23.10 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 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.

Section 23.11 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.

ARTICLE 24
MISCELLANEOUS

Section 24.1 Paycheck/Pay Period Delay. 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. Each employee so affected will receive a one-time amount of $500.00 as compensation for such delay.

Section 24.2 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.

Section 24.3 Educational Reimbursement /Kendall. The Educational Reimbursement policy for Kendall County for the duration of this agreement shall be pursuant to the terms and conditions contained in Appendix D and Appendix D.1, attached hereto and made part hereof.

Section 24.4 Educational Reimbursement/DeKalb. The Educational Reimbursement policy for DeKalb County for the duration of this agreement shall be pursuant to the terms and conditions contained in Appendix H, attached hereto and made part hereof.

Section 24.5 Flex Time. Staff may either take flex, or forego up to thirty (30) minutes of their lunch hour. This must be entered into the officer's individual flex schedule. Staff must reflect the use of flex or benefit time on the individual flex schedule that may be used during the day, using specific times that would not otherwise be reflected on the summary page. Any time accrued by the use of lunch hours must be used in that week. The work week is Monday through Friday (special units Sunday through Saturday). Staff must complete 37.5 hours within the weekly time frame. As stated previously, any time accrued in the work week must be used in that same week – the time must balance during that week. Flex hours may be used in conjunction with vacation time, bank time, extended illness, and PHO's to complete their 37.5 hour work week. All staff requests to flex schedules/hours must be pre-approved by a supervisor. Staff will be required to submit a monthly schedule to the immediate supervisor by the 25th of the preceding month. A schedule has been installed on the computer allowing all staff the ability to view the entire office coverage/schedule.

Any approved changes to the flex schedule must be immediately entered on the staff's individual schedule. Schedules need to consider the following criteria: a) The offices must be

covered during all open hours including the office late nights (when the buildings are open to clients/public), b) There must be program coverage, c) There must be three (3) officers working on all office late nights and a minimum of three (3) officers scheduled to work every day. Support staff, and Supervisors will not count as a third person, and d) Hours may be accumulated by flexing lunch hours or working late on the scheduled office late night. No hours may be accumulated by coming in early or staying late on any other days outside of the scheduled office late night hours. Officers staying during late night do not have to see defendants but may use that time for any other departmental duties. Supervisors may, at their discretion, alter schedules in order to insure office coverage and to otherwise meet departmental needs. This could include denying flex hours, switching time off, or sending staff home who are in excess of hours so as not to exceed 37.5 hours in a work week.

In addition to the above, in Kendall County: The flex schedule shall be released to staff at the beginning of each month for the following month (ex February's schedule shall be released on January 1).

Staff shall enter their flex schedule as soon as possible by order of seniority, starting with the most senior officer and continuing down the seniority list. The next month the calendar is released, the most senior officer will go to the bottom of the list and the second most senior staff will enter their work schedule first. This process will continue, monthly, in order of seniority and once all staff have had an opportunity to select their schedules first, it will go back to the most senior staff, who will select his/her schedule. Staff are to enter their schedule in a timely manner.

All schedules are to be submitted by the 25th of each month to the designated supervisor for that month. Supervisors shall have schedules approved by the last day of the month.

Schedules are not approved until confirmed by a Supervisor. Once approved, any changes to the flex schedule must also be pre-approved by a Supervisor. Should a change in schedule be warranted a Supervisor will first seek volunteers, but if no volunteers step forward, a Supervisor will assign the least senior staff to the assignment (taking into consideration the program or shift needing coverage). For purposes of the second assignment being mandated, the least senior staff will go to the bottom of the list and the second least senior staff will be assigned. This process will continue in order of seniority.

Office coverage shall consist of one juvenile officer and one adult officer and one other officer. Newly hired staff will be available for office coverage after completing a minimum of two months.

Section 24.6 On Call, Kendall County Only. In Kendall County, there will be an on-call system (for GPS, Bischof, and Juvenile Detention Authorization) required for special unit officers and offered to the standard unit officers as an option. Special Unit Officers will be required to be on-call 8 consecutive days per month. Standard Units will be allowed to fill in the

additional days on a sign-up basis. For purposes of the on-call assignment, Special Units Officers will be allowed to sign up for their 8 consecutive days each month and must ensure equitable coverage of court designated holidays.

In DeKalb County, the Sheriff administers the Bischof Law provisions and electronic monitoring and GPS programs. DeKalb County Court Services is not currently responsible for after hours juvenile detention authorizations.

ARTICLE 25
DRESS CODE

Section 25.1 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.

Section 25.2 Dress Code for Court Services – Male Staff.

Sworn/Administrative/Support Staff

Court	Office/Professional	Field/Home Visit
Ties (Must be worn)	All Court Attire	All Court & office attire
Business Suits	Dockers Style Pants	Jeans
Blazers	Polo's Solid Color	Uniform Shirts
Dress Shirts (Collared/button front)	Corduroy Pants	Cargo Pants
Dress Slacks	Sweaters	Casual Shoes/Sneakers
(Dockers, suit pants, dress pants)	Collared Shirts	Caps/Hats
Dress Shoes	Approved County Polo	

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.

Section 25.3 Dress Code for Court Services – Female Staff.

Sworn/Administrative/Support Staff

Court	Office Professional	Field/Home Visit
Business Suits	All Court Attire	All court & office attire
Blazers	Casual slacks (i.e. Dockers)	Jeans
Dress Slacks	Polo's Solid Color	Uniform Shirts
Dress Blouses	Sweaters	Casual Shoes/Sneakers
Skirts	Blouses	Cargo Pants
Dresses	Approved County Polo Shirts	Caps/Hats
Hosiery		

Allowed:

- Approved County Polo shirts may be worn in the office; however, polo shirts are not approved for the 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 Court shirts, the logo must be altered to read only "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).
- 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
- No capri pants

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:

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

Section 25.4 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 to 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.

One shirt will be purchased, budget permitting, for all probation staff who request them in the covered two counties. Four (4) shirts will be purchased for Special Unit staff annually, budget permitting.

ARTICLE 26
TERM AND SIGNATURE

Section 26.1 Term of Agreement. This Agreement shall remain in full force and effect until November 30, 2017. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by either party to the other, no 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.

Section 26.2 Continuing Effect. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Grievances are continuing for a new Agreement or part thereof between the parties.

Section 26.3 Procedure on Notice of Terminating. 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 the 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, in writing.

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

FOR THE EMPLOYER:

Honorable Timothy J. McCann
As Chief Judge of the 23rd Judicial Circuit

Date 2/3/15

FOR THE UNION:

Joseph Andalina
President, MAP Chapter #696

Date 1/30/15

Jennifer Ostrom

Jennifer Ostrom, Employee Representative
MAP Chapter #696

Date 2/2/15

Mike Venditti, Employee Representative
MAP Chapter #696

Date 1/31/15

SCHEDULE A

STANDARD UNIT PAY

Step	12/1/2014	12/1/2015	12/1/2016
0	$ 38,159.13	$ 38,540.72	$ 38,926.12
1	$ 39,189.42	$ 39,581.32	$ 39,977.13
2	$ 40,247.54	$ 40,650.01	$ 41,056.51
3	$ 41,334.22	$ 41,747.56	$ 42,165.04
4	$ 42,450.24	$ 42,874.75	$ 43,303.49
5	$ 43,596.40	$ 44,032.36	$ 44,472.69
6	$ 44,773.50	$ 45,221.24	$ 45,673.45
7	$ 45,982.39	$ 46,442.21	$ 46,906.63
8	$ 47,223.91	$ 47,696.15	$ 48,173.11
9	$ 48,498.96	$ 48,983.95	$ 49,473.79
10	$ 49,808.43	$ 50,306.51	$ 50,809.58
11	$ 51,153.26	$ 51,664.79	$ 52,181.44
12	$ 52,534.40	$ 53,059.74	$ 53,590.34
13	$ 53,952.82	$ 54,492.35	$ 55,037.28
14	$ 55,409.55	$ 55,963.65	$ 56,523.28
15	$ 56,905.61	$ 57,474.66	$ 58,049.41

SPECIAL UNIT PAY

Step	12/1/2014	12/1/2015	12/1/2016
0	$ 40,947.83	$ 41,357.31	$ 41,770.89
1	$ 42,053.43	$ 42,473.96	$ 42,898.70
2	$ 43,188.87	$ 43,620.76	$ 44,056.96
3	$ 44,354.97	$ 44,798.52	$ 45,246.50
4	$ 45,552.55	$ 46,008.08	$ 46,468.16
5	$ 46,782.47	$ 47,250.30	$ 47,722.80
6	$ 48,045.60	$ 48,526.05	$ 49,011.31
7	$ 49,342.83	$ 49,836.26	$ 50,334.62
8	$ 50,675.08	$ 51,181.84	$ 51,693.65
9	$ 52,043.31	$ 52,563.75	$ 53,089.38
10	$ 53,448.48	$ 53,982.97	$ 54,522.80
11	$ 54,891.59	$ 55,440.51	$ 55,994.91
12	$ 56,373.66	$ 56,937.40	$ 57,506.77
13	$ 57,895.75	$ 58,474.71	$ 59,059.46
14	$ 59,458.94	$ 60,053.53	$ 60,654.06
15	$ 61,064.33	$ 61,674.97	$ 62,291.72

SCHEDULE B

GRIEVANCE

Employee's Information

Name: _____ Home Phone: _____

Date: _____ Time of Report: _____

Company Information

Company: _____ Work Phone: _____

Address: _____ Director Supervisor _____

Section of Contract or Company Policy/Procedure Violated: _____

_____

_____

Nature of Grievance: _____

_____

_____

_____

_____

Settlement Request: _____

_____

_____

_____

_____

_____

Signed: _____

Dated: _____

Page: _____ of _____

APPENDIX C

KENDALL COUNTY INSURANCE – EMPLOYEES AND DEPENDENTS

This portion of the Employee Handbook contains a very general description of the insurance benefits to which you may be eligible to receive as an employee of the County. Please understand that this general explanation is not intended to, and does not, provide you with all the details of these benefits. Summary plan descriptions (SPDs) which explain coverage of your health, dental and life insurance benefits in greater detail are available in the Office of Administrative Services. The actual plan documents, which are available by making a written request to the County Administrator, are the final authority in all matters relating to benefits described in this Employee Handbook or in the summary plan descriptions and will govern in the event of any conflict. To the extent that any of the information contained in this Employee Handbook is inconsistent with the official plan documents, the provisions of the official plan documents will govern in all cases. Nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between the County and its employees, retirees or their dependents, for benefits or for any other purpose. The County reserves the right, in its sole and absolute discretion to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including insurance carriers, health maintenance organizations, self insurance, and/or any health benefits that may be extended to an employee's dependents. Further, the County reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of the plan.

The County provides life insurance, accidental death and dismemberment insurance, and dental insurance to the employee and the employee's qualified dependents. Plan documents for specific benefits are available at the Office of Administrative Services. To be eligible for these benefits, an employee must consistently work a minimum of thirty-four (34) hours per week. Dental and life insurance coverage shall commence on the first of the month after the employee has completed thirty (30) consecutive calendar days of continuous active employment with the County and shall cease on the last day of the month in which any of the following events occur: the employee's final day of employment, when regularly scheduled hours are reduced below 34 hours per week; or upon another "qualifying event" as defined under the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

The County also provides medical and hospitalization insurance to the employee and the employee's qualified dependents. Plan documents for specific benefits are available at the Office of Administrative Services. Dependent coverage at group rates is available. To be eligible for medical and hospitalization insurance, an eligible employee must consistently work a minimum of thirty (30) hours per week.

At the employee's option, the employee may elect coverage through any one of the applicable health insurance plans made available by the County. An employee will have up to thirty (30) days from the start of your employment to make your health insurance plan election. Once made, the employee's election is generally fixed for the remainder of the plan year. However, if a qualifying event (as defined under COBRA) occurs, an employee may make a mid-year change in coverage. Temporary or regular part-time employees are not eligible for health insurance, except those grandfathered under previous policy of the County.

Health insurance coverage shall commence thirty (30) calendar days following the employee's starting date of employment and shall cease on the earlier of the following events: the employee's final day of employment; when regularly scheduled hours are reduced below 30 hours per week; or upon another "qualifying event" as defined under the Consolidate Omnibus Budget Reconciliation Act ("COBRA").

Information packets describing the provisions of each insurance plan will be furnished to each employee upon the employee's commencement of employment.

A pre-tax deduction Section 125 Plan is available at the time of enrollment which allows employees to pay their share of the medical insurance premium with pre-tax dollars. The premium is taken out of the paycheck before taxes are calculated so Federal, State, Social Security or IMRF is not deducted from the premium.

All retired employees eligible to receive immediate retirement benefits from IMRF are eligible to participate until age 65 in the employer's health plans providing they assume payment of insurance premiums. At age 65, the retired employee will become eligible for Medicare and can obtain Medicare supplemental insurance either through the employer's health provider or a plan of their choosing at the employee's expense.

Eligible dependents under the age of sixty-five (65) years or retired employees sixty-five (65) years of age and over may participate until age 65 in the employer's health plans providing they assume payment of premiums.

Dental insurance may be continued for all retired employees and their dependents providing they assume payment of the insurance premium for as long as they wish coverage.

Any employee on IMRF disability is entitled to continue his coverage in the employer's health and dental plans providing the employee assumes payment of insurance premiums.

Insurance company representatives not currently affiliated with the County are prohibited from approaching any County employee during working hours with the exception of the benefits fair held by the County for its employees.

Continuation of Medical Coverage (COBRA)

The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives eligible employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the County's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events include: a reduction in the employee's working hours; termination of employment for reasons other than gross misconduct; divorce or legal separation; death of the employee; leave of absence; and the dependent child no longer meeting eligibility requirements. Under COBRA, the employee and/or qualified beneficiary pay the full cost of coverage after a qualifying event. Under COBRA, an administration fee may be charged for continuation coverage. The County will provide the employee with written notice of their rights under COBRA when a qualifying event occurs. Failure to timely elect continued coverage under COBRA may result in a loss of continued insurance coverage.

There may be other coverage options for eligible employees and their dependents to buy coverage through the Health Insurance marketplace. The County will notify the employee of the time period for which continuation coverage may be provided, or depending upon the employee's individual situation, the employee's options under the Health Insurance Marketplace.

APPENDIX D

KENDALL COUNTY – EDUCATIONAL REIMBURSEMENT

Qualified employees of the County and/or its elected offices may be eligible to apply for and receive up to a maximum of fifty percent (50%) reimbursement for qualified educational expenses. For purposes of this policy, "qualified educational expenses" include only the cost of the employee's tuition and required books for up to one (1) educational or training course per semester or quarter toward the employee's undergraduate or graduate degree. The course work must be directly related to the employee's job functions or proposed job functions.

To be eligible for educational reimbursement pursuant to this policy, the employee must be a full-time, active employee of the County and/or a County elected office who has completed at least one (1) year of continuous service immediately prior to the start of the course for which the employee is seeking reimbursement. For purposes of this policy, "full-time active employee" means an employee who is regularly scheduled to work a minimum of 37.5 or more hours per week and who is not on a leave of absence at the time of taking the course.

An employee's eligibility shall cease upon notice of termination of employment. No educational reimbursements will be made to former employees, to employees who have given notice of resignation, or who have been notified that they will be involuntarily terminated. This includes situations in which approval of such reimbursement was previously provided and/or the course was satisfactorily completed prior to the date of termination of employment.

An employee shall not be eligible to receive educational reimbursement from the County if the employee receives educational reimbursement from a third party (e.g., veterans' tuition

assistance). If an employee receives educational reimbursement from the County and a third party, the employee shall promptly return all educational reimbursement payments received from the County. Failure to do so may result in disciplinary action up to and including termination of employment.

To qualify for educational reimbursement, the employee must seek approval in writing in advance from (a) the employee's department head/elected official and (b) the HR/Administration Committee Chairman or Chairman of the County Board. When educational reimbursement is approved by the employee's department head/elected official, the employee must submit a signed educational reimbursement agreement to the Office of Administrative Services no less than thirty (30) calendar days and no more than six (6) months prior to the start of the course. Failure to timely provide a completed, signed educational reimbursement agreement to the Office of Administrative Services may result in denial of the educational reimbursement.

To qualify for educational reimbursement, the employee's course work must be directly related to the employee's job functions or proposed functions (as determined by the employee's department head/elected official); be accomplished outside of working hours; be from an accredited institution of learning; and the employee must receive a passing grade of "B" or higher and not exceed reimbursement for one (1) class per semester (or quarter).

Correspondence course work and vocational schools will be considered if they are accredited or of a "good reputation", as determined by the employee's department head/elected official.

If the educational or training course work is not part of the employee's degree program but (a) is necessary to meet the specific and current job description and (b) is required by the department head/elected official, then tuition and books may be reimbursed at one hundred percent (100%) from the employee's department or elected office budget, at the sole discretion of the department head/elected official.

If an employee leaves the employment of Kendall County or a County elected office within one (1) year after the employee receives payment from the County for tuition reimbursement, the employee shall reimburse the County for all educational reimbursement paid to the employee during the previous year or have the total educational reimbursement amount withheld from the employee's final paycheck.

If an employee's application for tuition reimbursement is approved, the employee must submit paperwork to the Office of Administrative Services, which identifies the institution of learning, name of course with completion date, grade, an original receipt showing the total costs incurred for the course (per credit hour) and/or books for which the employee is seeking reimbursement, and any other documentation as requested by the Office of Administrative Services. All such paperwork must be submitted to the Office of Administrative Services within ninety (90) days after course completion and failure to do so may result in denial of educational reimbursement.

For purposes of this policy, "course completion" is defined as the date the employee receives his or her grade for the course.

An employee's submission of the educational reimbursement agreement shall not create a contract or guarantee of reimbursement upon submission of an application for educational reimbursement and/or completion of the course. The total number of employees receiving educational reimbursement benefits and the amount of educational reimbursement are subject to any budget limitations. The County may withdraw its approval of and/or deny any pending application(s) for educational reimbursement once the County's budgeted educational reimbursement amount has been disbursed for the fiscal year.

Any written agreements regarding educational reimbursement that were approved by the employee's elected official/department head prior to this policy will be handled on an individual basis. Also, in the event of a conflict between this policy and specific educational reimbursement provisions in an applicable union contract, the applicable union contract language shall prevail.

*See attached Kendall County Educational Reimbursement Agreement, attached hereto and marked as Appendix E-1.

Appendix D.1

KENDALL COUNTY
EDUCATIONAL REIMBURSEMENT AGREEMENT

I, the undersigned, understand that full-time, active employees with at least one year of continued service with the County or a County elected office immediately prior to the start of the course may be eligible to apply for up to a maximum of fifty percent (50%) reimbursement for qualified educational reimbursement expenses pursuant to the County's Education Reimbursement Policy and/or applicable union contract.

I understand that I am not eligible to receive educational reimbursement from the County when I receive similar educational reimbursement from a third party (e.g., veterans' tuition assistance). If I receive educational reimbursement from the County and a third party, I shall promptly return all payments received from the County and failure to do so may result in disciplinary action up to and including termination of my employment.

The County's Education Reimbursement Policy requires my course work be directly related to my job function (or proposed functions), be accomplished outside of working hours and be from an accredited institution of learning. I also must receive a grade of "B" or higher and not exceed one class per semester or quarter. By signing below, I affirm that I have also read my union

contract, if applicable, and understand and agree to all terms of educational reimbursement set forth in my union contract. If there is a conflict between the County's Education Reimbursement Policy and the applicable union contract, I understand and agree the applicable union contract terms prevail. To receive educational reimbursement, I must submit paperwork identifying the institution of learning, name of course with completion date, grade, an original invoice showing the total costs incurred for the course (per credit hour) and/or books for which I seek reimbursement, and any other documentation requested by the Office of Administrative Services. I understand that all of the above paperwork must be submitted to the Office of Administrative Services within ninety (90) days after course completion and failure to do so may result in denial of educational reimbursement. For purposes of this Agreement, course completion is defined as the date that I receive my grade for the course work.

I understand the total number of employees receiving benefits and the amount of educational reimbursement will be subject to budget limitations and that, by signing this Agreement, I affirm that I am in no way guaranteed educational reimbursement. Furthermore, I understand and agree the County may withdraw its approval of and/or deny any pending application for educational reimbursement once the County's budgeted educational reimbursement amount has been disbursed for the fiscal year.

I understand that to qualify for educational reimbursement, I must receive approval from my department head/elected official and the HR/Administration Committee Chairman or the Chairman of the County Board. A signed copy of the Education Reimbursement Agreement must be on file in the Office of Administrative Services no less than thirty (30) days and no more than six (6) months prior to the first day of course for which I am seeking reimbursement. The Office of Administrative Services will seek approval from the HR/Administration Committee Chairman or Chairman of the County Board and contact me with any questions.

To receive educational reimbursement, I must maintain continuous employment with Kendall County for a definite period of time after completion of my course, as set forth in the County's Educational Reimbursement Policy and/or applicable union contract. If my employment ends before then, I will reimburse the County the full amount of educational reimbursement paid to me by the County. By signing below, I provide my express written consent for the County to deduct from my final paycheck an amount equal to the total educational reimbursement that I received from the County during the year prior to my separation of employment.

I UNDERSTAND THAT NOTHING IN THIS AGREEMENT IS INTENDED TO AND/OR DOES CREATE A CONTRACT, EXPRESS OR IMPLIED, AND THE TERMS OF THIS AGREEMENT MAY BE MODIFIED AT ANYTIME BY THE COUNTY WITHOUT NOTICE AND WITHOUT MY CONSENT.

Title of proposed course: _____

College or university name: _____

Course number: _____

Course start date: ____/____/_____

Estimated 50% Tuition reimbursement: $_____

Estimated 50% Book reimbursement: $_____

_____ _____

Employee Name (Print) Department Head/Elected Official Authorization

_____ _____

Employee Signature Date

Administrative Services (Office Use Only) _____

Board Committee Chair

_____Date Receipt of Agreement with Department Head/Elected Official Signature

_____Date Receipt of all reimbursement paperwork

_____Date Voucher processed

APPENDIX E

KENDALL COUNTY – PAID AND UNPAID LEAVES

All regular full-time employees are eligible for paid vacation benefits. The length of eligible service is calculated on the employee's date of hire. Eligible employees shall earn vacation time in accordance with the following schedule:

0-6 Years of Service	10 paid vacation days
7-14 Years of Service	15 paid vacation days (the first day of the month following the employee's completion of their 6th anniversary).
15 or More Years of Service	20 paid vacation days (the first day of the month following the employee's completion of their 14th anniversary).

Vacation accrual is earned and credited at the conclusion of each month, as outlined in the following table.

YEARS OF SERVICE	DISTRIBUTION AT BEGINNING FIRST OF MONTH	ANNUAL TOTAL
0-6 years	6.25 hours or .83 days	10 days (75 hours)
7-14 years	9.375 hours or 1.25 days	15 days (112.5 hours)
15 or more years	12.5 hours or 1.67 days	20 days (150 hours)

A. VACATION AVAILABILITY: This vacation will be available to all employees as earned with distribution at the end of each month. Part-time employees working a minimum of one thousand forty (1,040) hours annually, twenty (20) hours per week, shall be entitled to vacation time on a pro rata basis.

B. VACATION SCHEDULES: Vacations will be scheduled with prime consideration given to the efficient operation of each department. While employee's requests will be honored whenever possible, final approval must be given by the department head, or his/her designee to provide continuity of operations.

C. MAXIMUM ACCUMULATION: Employees shall be allowed to carry over from month to month no more than one and one-half (1 ½) times an employee's annual accrual rate. For example, a second (2nd) year employee can carry over no more than fifteen (15) days of vacation leave from one month to the next.

D. VACATION/COMPENSATORY TIME PAYMENT UPON TERMINATION OF EMPLOYMENT: Any employee leaving the County in good standing shall be compensated for vacation leave and compensatory time earned and unused at the date of termination of employment, at the employee's current pay rate.

E. HOLIDAYS DURING VACATION LEAVE: Whenever a paid holiday falls during an authorized vacation leave, the employee's leave on the date of the paid holiday shall be considered a holiday for payroll purposes, and shall not be charged to the employee's accumulated vacation leave.

For active employees, no salary payment shall be made in lieu of vacation not taken on a yearly basis.

APPENDIX F

KENDALL COUNTY – SICK/PERSONAL DAYS

The personnel policy regarding sick leave and personal leave for Kendall County employees stipulate that:

A. Sick leave and personal leave are one and the same during the year they are earned. Unused sick/personal leave is carried over each year as accrued sick leave (not personal leave) and may be accumulated to a sum not to exceed two hundred forty (240) days. Upon termination with the County, the employee is not entitled to additional compensation for any unused sick/personal days in the current year or any accrued sick days from prior year.

Retiring IMRF members, 55 years and older, qualify for a maximum of one (1) year of additional pension service credit for unpaid, unused sick leave accumulated at the rate of one (1) month for every twenty (20) days of unpaid, unused sick leave or fraction thereof.

B. All full-time County employees are granted twelve (12) days of sick/personal leave on the first day of the fiscal year (December 1st). Permanent part-time County employees earn sick/personal leave proportionate to their average number of hours worked per month.

Beginning December 1, 1999 new full-time employees will be granted sick/personal days as follows:

Commencing Work	Days
Dec., Jan., Feb.	12
March, April, May	9
June, July, August	6
Sept., Oct., Nov.	3

C. Each County employee has the option of trading up to twelve (12) days of their current annual unused sick/personal leave benefit for one-fourth (1/4) of their daily pay rate of the year of accrual. Application for this trade must be made in writing no later than October 31 of each fiscal year. Employees wishing to trade their unused sick/personal leave days must request this in writing form their immediate supervisor who will then submit this request to the department head. That individual will certify the number of days which they are entitled to trade and submit this information in writing to the County treasurer's office. If sick/personal days are taken after this trade and prior to the first day of the next fiscal year, they will be deducted from the next fiscal year's twelve (12) days for sick/personal. Employees are not eligible to receive the sick/personal day payback before their nine (9) month probationary period has been successfully completed.

D. Banked sick leave may only be used for an employee's illness. Sick leave is a privilege, not a right, extended to regularly scheduled employees and qualified part-time employees. Sick leave shall be allowed only when the employee is actually sick or disabled, or when there is an illness in the employee's family (i.e., spouse, child (birth, adopted, step) or parent. A maximum of twelve (12) sick days may be used when there is an illness in the employee's family per year. *Banked sick leave may only be used after all sick/personal days granted in the active fiscal year have been exhausted.* (Revision date: 9-17-02)

E. Approval of Sick/Personal Days

1. Use of sick/personal is subject to approval by the employee's supervisor. When an employee is incapacitated; it is his/her responsibility to notify the supervisor at the earliest possible moment. Such notification should include the employee's best estimate of the duration of the absence, if possible.

2. Requests for sick day use for medical, optical and dental examinations or treatments must be made prior to the beginning of the absence and should be made so as to create minimal disruption of work schedules.

3. All absences charged to sick/personal days must be reported by the employee's certification on the approved time-off request form. Sick leave requests should be submitted weekly in cases where an employee is absent for an extended period of time. Disapproved sick/personal day requests will be returned to the employee with full explanation for denial.

4. When a supervisor has reason to believe that the sick day privilege is being abused, proof may be required of individual employees for every absence, regardless of the period of time. Prior to use of this control, the employee in question must be counseled and notified of the constraint being placed upon the use of sick days. For periods of absence of more than three (3) consecutive work days, the employee may be required to provide a physician's statement.

APPENDIX G

DEKALB COUNTY INSURANCE

General

Personnel are eligible and/or required to participate in several benefit programs by virtue of their employment with DeKalb County. Certain personnel are eligible for additional benefit programs as a result of their conditions of employment and/or prior military service. The benefits listed in this chapter are brief summaries only. The actual documents, insurance policies and/or statutes are controlling. (Revised 11/21/1981)

Health Insurance

Personnel who work 75% of a full time position are eligible to participate in the County's group health program unless the right to participate is expressly waived. The program provides both basic health and major medical plans. A waiting period may be required for health insurance on new employees. (Revised 1/1/1990)

Any retired employee age 55 years or older, who has eight years service with DeKalb County, may elect to retain coverage under the county's major medical group plan until eligible for Medicare. All premium costs will be paid by the retiree to the County of DeKalb for individual and /or family coverage. Eligible spouses and dependents may, at their own expense, continue coverage for up to 36 months following the loss of coverage when an employee does qualify for Medicare. (Revised 11/21/1984, 5/22/1988)

Employees who lose eligibility through termination or reduction in hours, may elect to continue coverage, at their own expense, for up to 18 months subsequent to this reduction. (Revised 1/1/1987)

Eligible spouses may elect to retain coverage, at their own expense, following the death of an employee or divorce from an employee for up to 36 months. (Revised 1/1/1987)

Eligible dependents who suffer the loss of coverage due to having reached the limiting age (21), getting married, or dropping out of school may, at their own expense, continue coverage for up to 36 months. (Revised 1/1/1987)

There is a 2% administrative fee for COBRA insurance to be added to the premium. (Revised 1/1/1987)

APPENDIX H

DEKALB COUNTY – EDUCATIONAL REIMBURSEMENT

Educational and Educational-Incentive Benefits

Full-time personnel employed by the County for at least one (1) calendar year, shall be reimbursed 75% up to $300.00 per fiscal year for the cost of tuition and books for approved courses taken at accredited institutions of learning.. Successful completion of such courses must be demonstrated prior to reimbursement. *(Revised 11/21/1984, 5/22/1989)*

Courses for which reimbursement may be made shall be limited to those which can directly benefit the employee's job performance. Prior to the employee's enrollment in a course, the Department Head shall present justification on the desired course the appropriate County Board Committee for approval. Approval shall be contingent upon there being sufficient funds in the Departmental budget to provide for reimbursement. *(Revised 11/21/1984)*

Regardless of whether reimbursement is asked for, an employee may petition his/her Department Head for permission to attend beneficial courses during work hours. If the Department head determines that the benefit to be derived by the employee and the County exceeds the detriment to effective and efficient operations, then the Department Head may excuse the employee from work to attend the course, or allow the employee to "make-up" the lost work time. *(Revised 11/21/84)*

Deputies of the Sheriff's Department are entitled to receive Educational Incentive Pay for completion of approved college and/or university course work. Remuneration shall be at the rate of $12.50 per month additional for each year of college and/or university course work completed. Acceptable course work shall be determined by the Sherriff with the advice and consent of the County board's Safety and Law Enforcement Committee. *(Revised 11/21/1984)*

Under the Law Enforcement Program (LEEP), county employees of criminal justice agencies may be eligible to receive reimbursement for educational expenses. Educational expenses may not have to be repaid if the employee continues employment with a criminal justice agency for at least two (2) years following receipt of such reimbursement. *(Revised 11/21/1984)*

SIDE LETTER AGREEMENT:

ALL MEMBERS WILL RECEIVE RETROACTIVE PAY IN ACCORDANCE WITH THE NEWLY IMPLEMENTED STEP PLAN FOR THE PERIOD OF TIME SINCE THE LAPSE OF THE LAST CONTRACT (NOVEMBER 30, 2013) UNTIL PRESENT TO COMPENSATE FOR CHANGES IN SALARY