

# ILLINOIS FOP LABOR COUNCIL

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and

## CHIEF JUDGE OF THE EIGHTH JUDICIAL CIRCUIT - ADAMS COUNTY JUVENILE DETENTION CENTER

Detention Officers, Cooks, Secretary and  
Maintenance

December 1, 2023 – November 30, 2027

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487

Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058

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## ARTICLE 1 - PREAMBLE

**THIS AGREEMENT**, made and entered into by and between the Chief Judge of the Eighth Judicial Circuit, hereinafter referred to as the Employer or Chief Judge, and the Illinois Fraternal Order of Police Labor Council, hereinafter referred to as the Union or Labor Council, is for the exclusive joint use and benefit of the contracting parties as defined and set forth herein.

## ARTICLE 2 - RECOGNITION

### Section 2.1 - Union Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for its employees covered by the Certification of Representative issued by the Illinois State Labor Relations Board ("ISLRB") in Case No. S-RC-96-104.

Includes: All regular part-time and full-time employees of the Chief Judge of the Eighth Judicial Circuit employed at the Adams County Juvenile Detention Center in positions of cook, secretary, maintenance and detention officers.

Excludes: Chief Judge of the Eighth Judicial Circuit, Associate Judges, elected officials, Detention Center Supervisors, employees of Adams County, all other individuals employed by the Chief Judge of the Eighth Judicial Circuit, and all confidential, managerial, and professional employees, and supervisors as defined by the Illinois Public Labor Relations Act.

### Section 2.2

For purposes of the interpretation of this Agreement, "Youth Counselors", "Youth Home Supervisor", and "Youth Home" shall be understood to mean "Detention Officer", "Detention Center Supervisor" and "Juvenile Detention Center", the former terms having been used at the time the Labor Board issued its certification of this bargaining unit, and the latter terms reflecting updates and revisions that have taken place since the initial certification.

### Section 2.3 - Definitions

**Full-time employee**: An employee in a bargaining unit position who is hired as full-time and is regularly scheduled to work thirty (30) or more hours per week.

## ARTICLE 3 - UNION RIGHTS

### Section 3.1 - New Employee Orientation

The Employer will grant the Union twenty (20) minutes to orient, educate and update each new employee for the purpose of informing employees of their rights and obligations under this Collective Bargaining Agreement without loss of pay for the employees involved. New hires shall be given such orientation during the first week of their employment. This should be done in a fashion to cause a minimum of office disruption.

### **Section 3.2 - Union Exclusivity**

The Employer shall not meet, discuss, confer, subsidize, or negotiate with any other employee organization or its representatives on matters pertaining to hours, wages, and working conditions for employees in the bargaining unit. Nor shall the Employer negotiate with employees over their hours, wages, and working conditions, except as provided herein.

### **Section 3.3 - Union Representatives Recognized**

The Employer recognizes all elected Stewards selected by the bargaining unit, and Representatives of the Illinois Fraternal Order of Police Labor Council in all matters relating but not limited to negotiating, grievances, interpretation of this Agreement or in any other appropriate Employer/Union matters. Union agrees to notify the Employer of any elected Stewards.

### **Section 3.4 - Duties of Representatives and Elected Officers**

Subject to operational needs, two (2) designated Union representatives (stewards) or if the representatives are unavailable, an alternate, may conduct the following business of the bargaining unit and no more than one (1) elected Labor Committee member may conduct the following business of bargaining unit on the Employer's time:

1. The receiving, investigating and filing of complaints or grievances.
2. Participation in hearings.
3. Attendance at all joint meetings of Union Officials, Stewards, and Judicial Administration.
4. Attendance at Lodge meetings. In the event that the Union provides a week's notice of the need to release the Union representative or no more than one (1) of the members of the FOP Labor Committee to attend a Lodge meeting, and provided that the Union will cooperate with the Employer by allowing reasonable rescheduling of other employees so as to allow for attendance of the designated persons, attendance may not be denied for operational reasons.

The Union will notify the Employer of any changes regarding selected representatives. The Union will provide the Employer a copy of all meeting notices that requires the elected representatives to be at said meetings.

In the event that any of these business items are performed during the employee's vacation, day off, holiday, non-work shift, or any other non-work time of the employee, the employee shall receive no compensation under this section.

### **Section 3.5 - Convention Delegates**

One (1) steward from the bargaining unit and no more than one (1) of the members of the Labor Committee of the local bargaining unit, if the board member is a member of the bargaining unit, shall be allowed time off without pay for State Conventions or the one (1) week educational program if offered by the Union if elected as an official to such function. The Union will cooperate with the Employer by allowing reasonable rescheduling of other employees so as to accommodate such leaves.

### **Section 3.6 - Union Visitation**

The authorized representative(s) of the Illinois Fraternal Order of Police Labor Council shall have reasonable access to the Employer's facilities after first notifying the Employer or office supervisor of the purpose for the visit. While engaging in such visits, the representatives will seek to minimize disruptions to office operations, and will abide by reasonable security measures generally applicable to visitors to the office.

### **Section 3.7 - Bulletin Boards**

The Employer will provide the Union with one (1) suitable bulletin board in a convenient place, upon which the Union may post its notices and communications.

### **Section 3.8 - Supervisors**

Supervisors may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in accordance with past practice where such work is necessary to train a bargaining unit employee, or where the work could not otherwise be performed in a timely fashion. Such work shall not cause any layoffs or reductions of the bargaining unit. While it may be performed on an "as needed" basis, except for training purposes such work shall not be performed on a regularly scheduled basis. The Office Holder may perform any work that is necessary to perform his job and fulfill his/her statutory duties, including any work incidental to his/her job or statutory duties.

## **ARTICLE 4 - DUES DEDUCTION**

### **Section 4.1 - Dues Deduction Authorization**

Upon receipt of a signed authorization form (attached as Appendix C) from an individual, the Employer will deduct from said employee's pay the monthly dues payable by him or her to the Union.

### **Section 4.2 - Timing of Deductions**

Deductions shall be made on account of such fees, and/or dues in, nearly as practicable, equal installments from bi-weekly payroll checks.

### **Section 4.3 - Tender of Dues to Union**

The deductions shall be remitted to the Union no later than the fifteenth (15<sup>th</sup>) day of the month following the deductions made in the month. The Employer shall furnish the Union monthly with a written record of those for whom deductions have been made and the amount of the deductions.

### **Section 4.4 - Notice to Employer of Dues Information**

The Labor Council will from time to time notify the Employer in writing of the location to which the deductions of monthly dues are to be remitted.

### **Section 4.5 - Adjustments of Errors**

In the event of under-deductions or over-deductions, adjustments will be made in the subsequent deductions.

#### **Section 4.6 - Changes in Dues Rate**

The Union shall notify the Employer of any increases in the deductions authorized herein at least thirty (30) days in advance of their effective dates. It is the responsibility of the Union to notify its members of any increases in deductions.

#### **Section 4.7 - Indemnify**

The Union shall indemnify and save the Employer harmless against all and any claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon the authorization furnished to the Employer by the Union, or for the purpose of complying with any of the provisions of this Article.

### **ARTICLE 5 - MANAGEMENT RIGHTS**

Subject to the provisions of this Agreement and to the general administrative and supervisory authority of the Illinois Supreme Court, the Chief Judge retains all traditional, statutory, and constitutional rights and authority to manage and operate the Judiciary and the Probation and Court Services Department, including but not limited to the sole and exclusive management rights to:

- (a) plan, direct, control, and determine all functions, operations, standards, and services;
- (b) supervise, direct, and evaluate Employees;
- (c) establish the qualifications for employment and employ Employees;
- (d) establish reasonable work rules and work schedules and assign such;
- (e) hire, promote, transfer, schedule, and assign Employees in positions and to create, combine, modify, and eliminate positions within the Judiciary;
- (f) suspend, discharge, and take other disciplinary action against Employees only for just cause (with the exception of probationary Employees, who may be disciplined up to and including discharge with no just cause);
- (g) lay-off Employees due to lack of work or funds or other legitimate reasons;
- (h) assign overtime;
- (i) contract out for goods and services, provided such contracting out will not result in the lay-off of bargaining unit members;
- (j) maintain efficiency of operations and services of the Judiciary and the Employer;
- (k) take action necessary to comply with State and Federal law;
- (l) secure, change, or eliminate methods, equipment, and facilities for the improvement of operation;

- (m) determine the methods, means, organization, and personnel by which such operations are to be conducted to include services and staffing requirements by program, unit, and division;
- (n) establish reasonable standards for equipment and dress and grooming;
- (o) determine reasonable standards of professionalism to be maintained by Employees;
- (p) establish and implement a budget;
- (q) to take whatever action is necessary to continue operations and functions in an emergency situation.

#### ARTICLE 6 - SUBCONTRACTING

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interest of economy, improved work product, or emergency, provided that such subcontracting does not cause the layoff or reduction of the work force or reduction of work hours for bargaining unit employees. The use of volunteers and interns may continue in accordance with past practice.

#### ARTICLE 7 - NEW CLASSIFICATIONS

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

If the inclusion of a new position classification is agreed by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no Agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to Step 2 of the grievance procedure.

The second step grievance committee or arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

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

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

If the decision of the second step grievance committee or arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation.

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

## **ARTICLE 8 - NON-DISCRIMINATION**

### **Section 8.1 - Prohibition Against Discrimination**

The Employer and the Union shall not discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws. The Employer will continue to provide equal opportunity for all employees and develop and apply equal employment practices. Alleged violations of this Article which may also be the subject of a charge before a State or Federal administrative agency shall not be grievable but must instead be filed with the appropriate State or Federal Agency.

### **Section 8.2 - Union Membership**

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 Union membership or non-membership or the exercise of their lawful rights.

### **Section 8.3 - Gender**

Any reference in this Agreement to the male gender shall be construed to pertain to both male and female.

## **ARTICLE 9 - NO STRIKE/NO LOCKOUT**

### **Section 9.1 - No Strike Commitment**

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

### **Section 9.2 - Resumption of Operations**

In the event of action prohibited by Section 9.1 above, the Union immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations.

### **Section 9.3 - Discipline of Strikers**

Any employee who violates the provisions of Section 9.1 of this Article shall be subject to immediate discipline, up to and including discharge. Employees are hereby advised that the Employer will give serious consideration to discharge in such circumstances. Any action taken by

the Employer against any Employee who participates in action prohibited by Section 9.1 shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an Employee, in fact, participated in a prohibited action shall be subject to the Grievance Procedure.

#### **Section 9.4 - No Lockout**

The Employer will not lockout any employee(s) covered by this Agreement during the term of this Agreement as a result of a labor dispute with the Union.

### **ARTICLE 10 - SENIORITY**

#### **Section 10.1 - Bargaining Unit Seniority - Definition**

Bargaining Unit Seniority shall be defined as an employee's length of continuous service in the bargaining unit from the Employee's date of full-time hire.

#### **Section 10.2 - Bargaining Unit Seniority List**

The Employer will post an up-to-date bargaining unit seniority list on the bulletin board.

#### **Section 10.3 - Breaks in Seniority**

Seniority and the employment relationship shall be terminated when an employee:

1. Resigns or retires, or
2. Is discharged for proper cause, or
3. If absent for three (3) consecutive work days and does not report for work at the beginning of the fourth (4th) consecutive work day without notifying the employee's supervisor, or
4. Is laid-off and is not recalled
  - A. (For full-time employees) within a period equal or greater than the employee's length of service (date of hire to date of lay-off), but not less than three (3) years from the date of lay-off
  - B. (For part-time employees) within two (2) years from the date of lay-off
5. Is laid-off and fails to report to work when recalled within a period of ten (10) working days. If the employee requests, in writing, additional time to return to work, said time may be granted. While on lay-off it shall be the responsibility of the employee to keep the Employer informed of the employee's current address and telephone number. If a recall notice is not properly delivered because of the employee's failure to meet this obligation, the employee may be discharged at the Employer's discretion.

#### **Section 10.4 - New Hire**

Detention Officers shall be on new hire probation for the first six (6) months of their employment. All other employees shall be on new hire probation for the first ninety (90) days of

their employment. The probation period may be extended by agreement among the Employer, the employee and the Union. Employees may be disciplined while on a new hire probation and shall have no recourse to the grievance procedure.

### **Section 10.5 - Seniority Retention**

When an employee transfers employment from one Adams County office to another, said employee carries over seniority for vacation and pay purposes only. An employee who terminates employment with Adams County but who seeks to return and is rehired within six (6) months carries over that employee's previously accrued seniority for vacation and pay purposes only. In the event that more than six (6) months have passed the Employer may negotiate with the employee with regard to the vacation and pay level in which the employee shall be placed. Nothing contained in this Section is to be construed that rehire and right to transfer is guaranteed.

## **ARTICLE 11 - BIDDING**

### **Section 11.1 - Posting of Vacancies**

When a new job opening is created or a vacancy exists within recognized Union position classifications, said job shall be posted for seven (7) working days on the bulletin board.

Such posting shall state the job classification available, rate of pay, qualifications, number of openings available and the date and hour the bidding will be closed.

### **Section 11.2 - Bidding Process - Office by Office**

To be eligible to bid, an employee must work in the office where the vacancy exists.

Eligible employees within the Bargaining unit, interested in bidding such openings must sign a bid slip and give it to his/her Union representative who will deposit said slip with the appropriate Department Head or his/her designated representative. Employees on active employment probation are not eligible to bid. An employee cannot withdraw his/her bid once it has been given to the Union representative.

Said opening(s) shall be awarded by ability and qualifications of those who have bid on said opening(s). Seniority shall govern when the ability and qualifications of employees involved to perform work required are relatively equal.

If more than two (2) additional vacancies are created by filling an initial vacancy, the Employer may fill that fourth vacancy and subsequent resulting vacancies by means other than the process specified in this Article.

### **Section 11.3 - Successful Bids**

All bid forms shall be made available for review on request from the Union. The Employer will notify the successful bidders no later than five (5) days after the bidding is closed.

The first (forty-five) 45 days in the new position shall be a probationary period. At any time during this period, the Employer may return the employee to the position held prior to bidding or the employee may choose to return to the position held prior to bidding. This (forty-five) 45 day

period may be extended upon mutual agreement among the Employer, the employee, and the Union.

#### **Section 11.4 - Lack of Successful Bids**

If no employee has bid on the vacancy, the Employer may award the vacancy to any employee subject to the employee's consent; recall an employee who is on layoff; leave the vacancy open; or hire a new employee. However, no new employee may be hired until all employees on layoff are recalled who have the ability and qualifications and are capable of performing the job.

### **ARTICLE 12 - PERSONNEL RECORDS**

#### **Section 12.1**

The Employer and the Union agree to abide by all applicable State and Federal laws relating to employee(s) access to their personnel records during the term of this Agreement.

#### **Section 12.2**

Any received documentation of discipline shall be removed from an employee's personnel file if, from the date of the last documentation, eighteen (18) months has passed without the employee receiving additional discipline for the same type of offense. Such removal shall be at the request of the employee but, in any case, shall not be used against the employee.

The provisions of this section shall be inapplicable if the stated reason for discipline was employee action that constitutes a willful violation of the Illinois County Juvenile Detention Standards.

### **ARTICLE 13 - EMPLOYEE DISCIPLINE**

#### **Section 13.1 - Just Cause**

The Employer and the Union agree with the tenets of progressive and corrective discipline to improve behavior and/or performance. Nevertheless, severe discipline, up to and including discharge, may be appropriate so long as the discipline is commensurate with the severity of the offense. Discipline shall normally be limited to:

- A. Oral Reprimand
- B. Written Reprimand
- C. Suspension
- D. Discharge

Non-probationary employees shall not be discharged, suspended, reprimanded, relieved from duty or otherwise disciplined in any manner without just cause. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Discipline shall be administered in a timely manner depending on the circumstances of such discipline.

### Section 13.2 - Oral Reprimands

When an oral reprimand is given, the supervisor must inform the employee that he/she is receiving an oral reprimand and the reasons for the discipline. Oral reprimands will be recorded in the employee's personnel file by a written memorandum clearly designated as a written notation of an oral reprimand. A copy of the notation shall be provided to the employee.

### Section 13.3 - Notice to Union

a) In the event of disciplinary action, the Employer shall promptly furnish the employee, Union Labor Committee Chair, and Labor Council Field Representative with a clear and concise written statement of the reasons therefore. In the case of an oral reprimand, the written statement shall be a copy of the notation referenced in Section 13.2. An employee shall be entitled to the presence of a Union representative at all meetings for which the employee has reasonable grounds to believe that the meeting may lead to disciplinary action. However, nothing herein shall prohibit supervisors from presenting the written statement to an employee in the absence of a Union representative providing that there is no discussion at the time of the substance of the discipline. In addition, nothing herein shall provide the employee the right to refuse to meet with a supervisor about business related non-disciplinary matters.

b) When the Employer interviews an employee concerning a matter that the employee reasonably believes may result in that employee's discipline, the employee may request Union Representation. In that event, the Employer will comply with that request. An instruction to an employee on how to better perform the job is not an interview.

### Section 13.4 - Pre-disciplinary Meeting

For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall notify the Union of the meeting and then shall meet with the employee involved and inform the employee of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The employee shall be informed of his/her contract rights to Union representation and shall be entitled to such, if so requested by the employee and the employee and Union Representative shall be given the opportunity to rebut or clarify the reasons for such discipline. If the employee does not request Union representation, a Union Representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

## ARTICLE 14 - GRIEVANCE

### Section 14.1 - Grievance Steps

A grievance is a dispute or difference of opinion between the Employer and the Union, or between the Employer and an employee(s) concerning the breach, violations, meaning, or application of any of the terms or conditions of this Agreement.

**Step 1** - The aggrieved employee(s) shall present their grievance to the Superintendent within five (5) working days following when the employee knew or should have known of said grievance and if they wish may be accompanied by the steward. The Superintendent shall answer said grievance within five (5) working days.

**Step 2** - If not settled in Step 1, the grievance shall be reduced to writing (form attached as Appendix D) and signed by the aggrieved employee and the Union Steward and shall be presented to the Director of Court Services within five (5) work days from the Superintendent's Step 1 response.

**Step 3** - If not settled in Step 2, the Chief Judge or designee of the Chief Judge shall be notified, in writing, by the Union and shall schedule a meeting between the Representative of the Local Union, International Union, the Steward, associated representative of the Employer/supervisor and aggrieved employee if requested within ten (10) work days. The Chief Judge/designee shall give a written reply to the Steward and Union office within five (5) work days of said Step 3 meeting.

**Step 4** - The Union must notify the Employer of its intent to arbitrate within thirty (30) working days of the Step 3 answer. The parties shall jointly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service ("FMCS") within ten (10) work days after notification. Either party may reject the initial list and request a second list from FMCS within ten (10) work days after receipt. Following a coin toss to determine the first strike, the parties shall alternately strike names until only one remains, the remaining name shall be the arbitrator to be appointed.

The arbitrator shall have no power to add to, subtract from, or modify any of the provisions of this Agreement. The arbitrator may consider and decide only the particular issue or issues presented to him/her by the Employer and the Union, and his/her decision must be based solely upon an interpretation of the provisions of this Agreement. The arbitrator shall render a decision not later than thirty (30) days from the day of the arbitration hearing. The arbitrator's decision shall be final and binding on the parties. All costs of the arbitration, except witness and attorney fees, shall be paid equally by the Employer and the Union. All hearings are to be held in Quincy, Illinois.

#### **Section 14.2 - Non-Timely Grievances**

Should an appeal not be given by either the grievant or the Union within the specified time limits, the grievance will be considered to have been settled.

#### **Section 14.3 - Definition of Day**

Unless otherwise noted, all time limits set forth in each of the steps shall be exclusive of Saturdays, Sundays, and holidays or any day observed as a holiday unless so noted to the contrary. Both parties may mutually agree to extend the time limits allotted to any step in the grievance arbitration procedure.

#### **Section 14.4 - Discharge Grievance Filing**

Discharge cases shall be taken up in Step 2 of the grievance procedure within three (3) work days from the date of discharge; otherwise, any grievance pertaining to said discharge will be deemed to have been waived.

## ARTICLE 15 - LAYOFFS

### Section 15.1 - Layoffs

In the event of job discontinuance or a layoff, employees with the least hire date seniority in the affected classification within the affected office, shall be removed from their classification. The Employer shall notify the Union thirty (30) days prior to the intended effective date of a layoff.

The Union may request to negotiate alternatives to the layoff with the Employer. Any employee to be laid off will be notified fourteen (14) calendar days prior to the effective date of the layoff. Probationary and part-time employees shall be laid off prior to any non-probationary employees being laid off.

### Section 15.2 - Bumping Rights

Employees removed from the affected classifications shall exercise their hire date seniority in any other classification within the office in which the employee has previously held, can perform the work or can become qualified to perform within forty-five (45) working days, which time period may be extended by mutual agreement in cases where higher skilled positions are effected, if such hire date seniority is great enough to obtain a job. If said employee becomes qualified, then the youngest hire date seniority employee in the classification within the office will be displaced. If said employee cannot become qualified within forty-five (45) working days he shall be laid off.

Employees bumped from any classification in accordance with these provisions shall exercise their hire date seniority in the same manner in any classification in which they can perform the work or can become qualified to perform work within forty-five (45) working days.

### Section 15.3 - Recall

Subject to the provision of Section 10.3, laid off employees shall be eligible for recall in the reverse order of layoff to the job classification from which they were removed or to a job classification which the employee previously held.

## ARTICLE 16 - NEW TECHNOLOGY

It is the Employer's policy to assure that training is available for affected employees so that they may have the opportunity to acquire the knowledge and skills to participate in and share the benefits of the continuous improvement process.

The Employer shall not use technological changes for the sole purpose of converting jobs from bargaining unit status to non-bargaining unit status.

## ARTICLE 17 - LEAVES OF ABSENCE

### Section 17.1 - General Leave

The Employer may grant full-time employees leaves of absence without pay for a period not to exceed three (3) calendar months in any twelve (12) month period for purposes that are deemed beneficial to County service. Such leave may be extended for good cause by the Employer for an additional period not to exceed three (3) calendar months.

Upon return from a general leave, the employee will return to a position equivalent to the one held prior to taking the leave.

An employee, who fails to provide a reasonable excuse and notice to the Employer and fails to return to work at the time specified in his/her request for leave, shall be considered to have abandoned his/her position and shall be terminated.

An employee may use accumulated vacation or personal days before being placed on an unpaid general leave.

#### **Section 17.2 - Military Leave**

Military leave shall be granted in accordance with State and Federal law.

#### **Section 17.3 - Jury Duty**

Any employee who is called and thereby required to appear for jury service, witness service, or a coroner's panel shall be excused for each day of service falling on his/her regular workdays with pay. The employee must return to work immediately upon being excused from jury duty. The employee shall return the check received for jury duty for any day served while in pay status.

#### **Section 17.4 - Court Appearance**

Attendance at a court or quasi-judicial hearing, as required by subpoena or notice to appear that is directly job related is an official duty assignment, and the Employer shall be notified of said duty. Permission to omit this duty must be obtained from the Judge, attorney handling the case, or other competent court official. Once an employee is served with a subpoena or notice to appear, it will remain in effect until canceled by a competent court official. Employees shall make every effort to keep themselves informed of the status of their court cases and to be available to give court testimony as required.

When employees are required to appear in court, and where said appearance is related to their duties as an employee of the Chief Judge, they shall be compensated with overtime pay at one and one-half (1 1/2) times their hourly rate, if said appearance is made during off duty time with a minimum of four hours pay.

When employees are required to appear in court for reasons other than work related, the required time off must be approved by the Employer and the employee may utilize appropriate time off such as personal time and/or time off without pay.

#### **Section 17.5 - Medical Leave**

Full-time employees who have utilized twenty (20) sick days or have exhausted all sick leave and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, may be granted an unpaid disability leave. This Section in no way affects Illinois Municipal Retirement Fund ("I.M.R.F.") eligibility or I.M.R.F. benefits. Such leave will not be granted for a period in excess of three (3) months but may be extended upon written request by the employee for an additional period of up to three (3)

months, at the Employer's discretion. Additional three (3) month extensions may be granted by the Employer if a physician certifies that the leave is a bona fide medical emergency or illness. The Employer may require an independent medical examination before approving the final leave extension. Prior to requesting said leave, the employee shall inform the Employer in writing about the nature of the disability and length of time needed for leave. The request for said leave shall be accompanied by a written statement from the attending physician, which includes the diagnosis, if released by the employee, prognosis and expected duration of the disability. If the Employer has reason to believe the employee is able to perform his regular assigned duties and the employee's physician certifies him as being able or unable to report back to work, the Employer may rely upon the decision of an impartial physician of its choosing as to the employee's ability to return to work. Such examination shall be paid for by the Employer. During said leave, the disabled employee shall provide written verification by a licensed physician at the Employer's request. Such verification shall show the diagnosis, if released by the employee, prognosis and expected duration of the disability; such verification shall be made no less often than every thirty (30) days during a period of disability. Such leave cannot be arbitrarily or capriciously denied.

Members of the bargaining unit shall be granted leave pursuant to the Family and Medical Leave Act.

#### **Section 17.6 - Personal Days**

On January 1<sup>st</sup> of each year of this Agreement, each full-time employee shall be granted up to (3) three days off annually to be used for personal reasons which cannot be scheduled outside of the employee's work time. Personal time is not cumulative from one calendar year to another. An employee will not be compensated for unused personal time. Personal time may be used in increments of one-half (1/2) hours or more.

#### **Section 17.7 - Funeral Leave**

Full-time employees shall be granted a maximum of four (4) calendar days off from date of death if a death occurs to one of the following: mother, father, sister, brother, step-mother, step-father, step-brother, step-sister, grandparents, spouse's grandparents, grandchildren, son or daughter-in-law, brother or sister-in-law, mother or father-in-law, legal guardian or others who are members of the employee's household at the time of death. Full-time employees shall be granted paid bereavement leave off from date of death through the day after the funeral but not more than a total of five (5) days, if a death occurs to one of the following: spouse; children; step-children.

Any days not previously scheduled to be worked shall not be paid. Employees must notify the Steward and Supervisor in charge before leave is taken. Upon returning to work the employee shall sign a statement attesting to the time and place of the funeral he/she attended and the relationship of the deceased.

Requests for time off for other funerals shall be addressed through the use of paid accrued time off.

Employees attending a funeral as specified in the preceding paragraphs, which falls during any scheduled vacation time, shall not be charged vacation time for that day.

**Section 17.8 - PEDA**

The Employer agrees to abide by the provisions of 5 ILCS 345/1 for any injury incurred in the line of duty.

**ARTICLE 18 - TEMPORARY TRANSFERS**

Employees temporarily transferred to a higher-rated classification other than their own shall receive the maximum rate for the new classification for the entire period. An employee who is required to work in a classification which is compensated at a lower rate than the employee's present rate shall continue to receive his/her present rate.

**ARTICLE 19 - HOLIDAYS**

**Section 19.1 - Recognized Holiday**

All full-time employees shall have time off with full pay for the following holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Spring Holiday or day designated by the Judge	Day After Thanksgiving
Memorial Day	Christmas Eve Day
Juneteenth Independence Day	Christmas Day
Independence Day	

For Monday through Friday full-time employees, holidays which fall on Saturday will be celebrated on Friday. Those holidays falling on Sunday will be celebrated on Monday. In the event Christmas Eve Day falls on a Sunday, it will be celebrated on the preceding Friday. For all other full-time employees, the holiday will be observed on the actual day of the holiday.

**Section 19.2 - Holiday Compensation**

All employees who work on a designated holiday shall be compensated at the time and one half (1.5) rate.

All full-time employees whose regular day off falls on a designated holiday, shall receive their holiday time as cited in Section 19.1 above.

**Section 19.3 - Holiday Comp-time Buy-Back**

On November 30th of each year, employees shall sell back to the Employer previously accrued holiday time.

**ARTICLE 20 - VACATIONS**

**Section 20.1 - Accruals**

Full-time employees shall accrue paid vacation time according to the following schedule. For purposes of the vacation article: 1 week = 5 work days, 2 weeks = 10 work days, etc.

1 year to 9 years .....	2 weeks
10 years to 14 years.....	3 weeks
15 years and over .....	4 weeks

**Section 20.2 - Usage**

A full-time employee shall continue to accrue vacation while on any compensated leave (i.e. vacation, holidays, sick leave, compensatory, emergency or injury, etc.). When a holiday or a funeral leave (as provided for in this Agreement) occurs during a full-time employee's assigned vacation and the full-time employee is entitled to the holiday or to paid leave of absence, then such entitlement will not be counted as part of the employee's vacation time.

**Section 20.3 - Conflicts**

In case of conflicting dates among bargaining unit members, seniority shall govern, so long as seniority, in its actual application (1) will allow for there to be a minimum of one full time detention officer on each shift; and (2) will not conflict with Department of Correction regulations.

**Section 20.4 - Vacation Schedule**

Two annual vacation bids will occur; one in June for vacations between January and June of the following year, and the second in January for vacations between July and December of that year. Full-time employees shall be allowed to select up to a maximum of three (3) blocks not exceeding fifteen (15) working days in minimum blocks of four (4) working days, with seniority being the deciding factor in the approval of said time. Once the semi-annual submitted vacation has been approved, any additional time will be on a first come first served basis other than same day submissions when seniority will apply.

**Section 20.5 - Limitation**

No more than two (2) weeks' vacation may be used at any one time unless otherwise approved.

**Section 20.6 – Carryover**

Beginning January 1, 2024, Employees shall be permitted to carryover up to two (2) weeks of unused vacation time into the following year. Any additional unused accrued vacation time shall be forfeited. Individuals with a bank of accrued vacation time on December 31, 2023 shall have until November 01, 2024 to use the banked vacation time or receive a one-time buy back of the unused vacation time in the last paycheck of the County Fiscal Year 2024.

## ARTICLE 21 - SICK LEAVE

### Section 21.1 - Allowance

As provided in this Agreement, Adams County offers protection for its full-time employees against loss of income because of illness. All eligible employees are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave shall not be used to extend vacation periods or holidays.

Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his/her employment, shall receive sick leave with pay in accordance with this Agreement.

### Section 21.2 - Accumulation

Each full-time employee shall accrue annually ten (10) working days of sick leave. Sick leave may be accumulated and carried over from year to year up ninety (90) days and may be used in one (1) hour increments.

### Section 21.3 - Procedures

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

Sick leave may be utilized by full-time employees when they are sufficiently ill so that good judgment would determine it best not to report to work or in the event of injury not arising out of or in the course of their employment and for routine medical and dental appointments. All foreseeable leave for such purposes shall require a specific prior approval of the Employer or designee; if sick leave abuse is suspected, the Employer or designee may require the certificate of a physician giving information as to the circumstances involved.

Employees who are unable to return to work upon expiration of sick leave benefits and all other authorized benefit time must request a leave of absence without pay.

Any absence of two (2) working days or longer may require a physician's statement of release and verification substantiating that he/she may return to work. In addition, the Employer or designee may request a physician's statement of verification of absence of shorter periods of time if sick leave abuse is suspected. The Employer or designee may also require the employee to be examined by a physician of the Employer or designee's choice and at the expense of the Employer. Notice of an employee's desire to return to work after an extended illness must be given to the Employer or designee no less than twenty-four (24) hours in advance.

The Employer or any authorized supervisor may direct an employee who appears ill to leave work to protect the health of other employees. For compliance with such an order, the employee shall only be charged for the actual time used against his sick leave accumulations.

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

#### **Section 21.4 - Sick Leave Abuse Sanctions**

For the purposes of the provisions contained in this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated in Section 21.1 of this Article. Sick leave abuse may also include patterns of sick leave usage such that sick leave use abuts other forms of paid or unpaid time off or when sick leave is taken after a request for time off has been denied.

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken nor shall the employee accrue any rights such as seniority or other rights. Continued "abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement. All employees agree to cooperate fully with the Employer in verifying illness, including the admission of a supervisor to the employee's home during their normally assigned working hours, when requested, if reasonable suspicion of sick leave abuse exists.

#### **Section 21.5 - Sickness in the Family**

Up to ten (10) working days of sick leave may also be used for illness, disability, injury, appointments with a doctor, dentist or other professional medical practitioner for a child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent when the full-time employee's presence is necessary. This leave shall only be taken when requiring the full-time employee to report for work would cause a serious hardship on the member of the immediate family suffering from the illness or disability.

#### **Section 21.6 - Sick Time Donation**

In the event an employee has exhausted his/her sick leave during a serious illness of the employee, nothing herein shall prohibit the Union and the Employer from agreeing to a means to allow for sick leave donation.

#### **Section 21.7 - Sick Leave Non-use Bonus**

Any employee who reaches or goes over the sick leave cap shall receive cash reimbursement for all sick leave above the cap in the last paycheck in November each year.

#### **Section 21.8 - Light Duty**

Light duty may be available at the discretion of the Employer from time to time provided the employee's physician releases him/her for light duty and there is work available to assign to the Employee. It may, but need not, include duties that are normally worked by Employee.

### **ARTICLE 22 - HOURS AND OVERTIME**

#### **Section 22.1 - Detention Officers**

All full-time detention officers shall be assigned to work one of the following shifts:

##### **1<sup>st</sup> Shift (5 positions)**

Sunday -- Thursday: 7:00a-3:00p; 1<sup>st</sup> Thursday of each month: 8:30a-4:30p

**2<sup>nd</sup> Shift (5 positions)**

Tuesday – Saturday: 3:00p-11:00p; 2<sup>nd</sup> Thursday of each month: 8:30a-4:30p

**Swing Shift (4 positions)**

Friday & Saturday: 7:00a-3:00p; Sunday & Monday: 3:00p-11:00p

Thursday as follows:

1<sup>st</sup> Thursday of each month: 7:00a-3:00p

2<sup>nd</sup> Thursday of each month: 3:00p-11:00p

3<sup>rd</sup> Thursday of each month: 8:30a-4:30p

4<sup>th</sup> Thursday of each month: 8 consecutive hours of the employees choosing during that calendar day subject to management's approval

5<sup>th</sup> Thursday of each month: Same as the 4<sup>th</sup> Thursday

**3<sup>rd</sup> Shift (3 positions)**

Sunday – Thursday or Monday – Friday: 11:00p-7:00a

In addition to the bidding procedures described in Section 11.2, the following stipulations apply:

1. The bidding will occur via meeting of the eligible members of the bargaining unit within the first two weeks of December of every calendar year. Staff will sign their name next to their desired positions indicating their bids for the next calendar year;
2. Staff will bid their positions based on bargaining unit seniority as defined in Section 10;
3. Shift assignments are effective on the Saturday of the first pay period in January of each calendar year;
4. Management will post the results of bidding, including the January schedule, within one week of the completion of the bidding process;
5. Position openings occurring throughout the year will continue to be bid according to Section 11.2;
6. This bidding process is only available for the current seventeen (17) full-time Detention Officer positions. Anyone in those current positions will be allowed to bid into any other of the seventeen (17) full-time Detention Officer positions;
7. Staff in their probationary period are not eligible to bid and will be offered the remaining positions based on their respective hire date;
8. There will be no trading of positions or bids;

9. Management reserves the right to accept or deny bids or assign shifts based on gender as a bona fide occupational qualification.

Detention Officers shall receive two (2) fifteen (15) minute breaks, one in the first half of their shift, and the second in the second half of their shift. Although it is anticipated that breaks will be used by Detention Officers for personal matters, officers are required to respond to business related emergencies that may occur during a break. Officers shall clock in at the start of their shift and clock out following the end of their shift. Except when they are being monitored for a thirty (30) day period in conjunction with relevant employee discipline, they need not use the time clock to record breaks. However, when leaving for or returning from breaks officers shall notify their supervisors.

All authorized overtime worked by a detention officer in excess of forty (40) hours in a week shall be paid at one and one-half (1.5) times the officer's straight time hourly rate of pay. The term "authorized overtime" as used in this paragraph shall be defined as any hours worked by a detention officer in excess of forty (40) hours in a week where the officer is assigned or directed to perform such work by a supervisor. Overtime must be approved in advance by a supervisor. The provisions of this Section shall apply only to the extent that they are consistent with the Fair Labor Standards Act. All hours in paid status shall be considered hours worked for the purpose of computing overtime.

#### **Section 22.2 - Full Time Employees other than Detention Officers**

The normal work hours for maintenance personnel shall be 7:00 a.m. to 3:00 p.m., for cooks shall be 6:00 a.m. to 2:00 p.m., and for secretaries shall be 8:00 a.m. to 4:00 p.m., Monday through Friday, inclusive with a fifteen (15) minute break in the morning, a twenty (20) minute paid on site lunch at or around the noon hour, and a fifteen (15) minute break in the afternoon.

Employees may trade break and lunch schedule times as long as such trades have the prior approval of management.

When employees are required to work during their lunch period, and receive no equivalent time off during the same shift at a reasonable alternative time, then they shall have such time treated as hours worked and shall be paid at the appropriate straight or overtime rate, whichever is applicable.

All authorized overtime worked by other than Detention Officers in excess of forty (40) hours in a week shall be paid at one and one-half (1.5) times the employee's straight time hourly rate of pay.

Any pay received for holidays, vacations, or illness in lieu of work shall be considered a part of the normal work week for purposes of computing overtime.

#### **Section 22.3 - Flexible Hours**

Notwithstanding the above-mentioned work hours, employees may be allowed to work flexible hours by mutual agreement only between the Office Holder and the employee. At any time the employee or Office Holder can say no and the above-mentioned work hours will control.

## Section 22.4 - Call List

The call-in procedure will be executed to provide coverage as deemed necessary by the Employer. The call-in procedure will utilize two (2) lists: one (1) voluntary and one (1) mandatory. The call-in list is maintained and determined by the facility's case management system or other designated system. The caller will begin at the top of the designated list and proceed downward as needed.

The voluntary call-in list contains full-time and part-time officers. If the Employer determines that coverage is necessary for an upcoming shift, the Employer will first initiate the voluntary call-in list beginning with full-time detention officers, followed by part-time detention officers if necessary. Each time an officer is first offered a voluntary call-in opportunity, he or she rotates to the bottom of his or her section (full-time or part-time) within the list so that another officer is first to be given the next opportunity for overtime work.

If coverage is determined by the Employer to be necessary and was unable to be obtained through use of the voluntary call-in list, the Employer will initiate the mandatory call-in list. The mandatory call-in list contains only full-time officers. Each time an officer accepts a mandatory call-in shift, he or she rotates to the bottom of the list. If an officer is called and notified that he or she has been mandated to work, the officer is not permitted to refuse unless the officer is physically unable to work, i.e., out of town or involved in a medical emergency. Refusing a mandatory call-in leaves the officer at the top of the list and may result in disciplinary measures. Detention Center Employees who submit and are approved for time off in conjunction with their normal days off shall not be subject to "order-in / mandate" for those periods of days. These requests must be made at least two (2) weeks in advance from the requested dates. Employees must use earned vacation time and must consist of a four (4) day block with a minimum of two (2) vacation days used, one (1) at the beginning and one (1) at the end of the time off.

The Employer will use a call-in list for overtime work unless there is less than two (2) hours remaining before the coverage need would occur; in such case, the Employer may use alternate means to obtain coverage or the overtime work may be offered to those currently on shift in the building before a call-in list is utilized.

If the officer receiving the call does not answer the call, the caller will leave a message relaying the date and hours that coverage is needed and request that the officer call back with a response upon receipt of the message. If an officer misses a call and receives a voicemail seeking help with coverage, the officer will call back with a response upon receipt of the message.

Probationary Officers may be excluded from the mandatory call-in list only if there is a bona fide reason which prevents them from being utilized. If deemed necessary by the Employer, supervisory personnel may be used to provide floor coverage per Section 3.8.

The on-shift supervisor will be responsible for initiating and executing the call-in procedure unless otherwise occupied or unavailable, at which point, he or she may delegate the responsibility to the Control Room Officer. If no supervisor is present, the on-call supervisor will delegate call-in responsibilities to the Control Room Officer. The person executing the call-in

procedure is responsible for documenting, in the facility's case management system or other designated system, officer responses to the calls so as to maintain accurate and fair call-in lists.

If coverage is needed to provide food service to the residents, the Employer will first contact designated food service personnel and offer the work. If the designated food service personnel are unavailable, the supervisor may request or assign an officer on-shift to provide food service or may use the voluntary call-in lists to obtain coverage.

The Employer may allow officers who accept a call-in shift to work only the hours necessary to provide coverage.

**Section 22.5 - Compensatory Time**

At the option of the employee in lieu of pay for overtime, overtime shall be banked at the rate of one and one-half (1-1/2) hours of compensatory time off for each overtime hour. Compensatory time may accrue to a maximum of sixty (60) hours which shall carry-over from year to year.

Compensatory time off shall be subject to approval of the Employer and will not be unreasonably denied.

**ARTICLE 23 - WAGES**

**Section 23.1 - Juvenile Detention Officers**

**Full-time Juvenile Detention Officers**

Years of Service	FY24 12/01/2023 7.0%	FY25 12/01/2024 5.0%	FY26 12/01/2025 5.0%	FY27 12/01/2026 4.0%
Start	\$23.55	\$24.73	\$25.97	\$27.01
3	\$23.85	\$25.04	\$26.29	\$27.34
6	\$24.15	\$25.36	\$26.63	\$27.70
9	\$24.42	\$25.64	\$26.92	\$28.00
12	\$24.76	\$26.00	\$27.30	\$28.39
15	\$25.26	\$26.52	\$27.85	\$28.96
18	\$25.78	\$27.07	\$28.42	\$29.56
21	\$26.28	\$27.59	\$28.97	\$30.13
24	\$26.91	\$28.26	\$29.67	\$30.86
27	\$27.58	\$28.96	\$30.41	\$31.63
30	\$28.16	\$29.57	\$31.05	\$32.29

**Part-time Juvenile Detention Officers**

FY24 12/1/2023	FY25 12/1/2024 5.0%	FY26 12/1/2025 5.0%	FY27 12/1/2026 4.0%
\$23.55	\$24.73	\$25.97	\$27.01

**Section 23.2 - Full & Part-Time Employees Other Than Detention Officers**

**Full-Time Employees other than Detention Officers**

Years of Service	FY24 12/01/2024	FY25 12/01/2024 5.0%	FY26 12/01/2025 5.0%	FY27 12/01/2026 4.0%
0	\$17.24	\$18.10	\$19.01	\$19.77
3	\$19.23	\$20.19	\$21.20	\$22.05
6	\$21.34	\$22.41	\$23.53	\$24.47
9	\$23.04	\$24.19	\$25.40	\$26.42
12	\$23.27	\$24.43	\$25.65	\$26.68
15	\$23.51	\$24.69	\$25.92	\$26.96
18	\$23.74	\$24.93	\$26.18	\$27.23
21	\$23.98	\$25.18	\$26.44	\$27.50
24	\$24.21	\$25.42	\$26.69	\$27.76
27	\$24.46	\$25.68	\$26.96	\$28.04
30	\$24.71	\$25.95	\$27.25	\$28.34

**Part-Time Employees other than Detention Officers**

FY24 12/1/2023 7.0%	FY25 12/1/2024 5.0%	FY26 12/1/2025 5.0%	FY27 12/1/2026 4.0%
\$16.37	\$17.19	\$18.05	\$18.77

**Section 23.3**

Employees who perform work because they are "called in" by a supervisor at a time when they were not initially scheduled to work shall receive at least four (4) hours pay for the call in and work performed.

**Section 23.4 Shift Differential**

A shift differential of twenty cents (\$0.20) per hour will be paid for all hours worked by a Juvenile Detention Officer while working 3:00 p.m. – 11:00 p.m. (2<sup>nd</sup> Shift), 3:00 p.m. – 11:00

p.m. (Swing Shift), and 11:00 p.m. – 7:00 a.m. (3<sup>rd</sup> Shift). Shift differentials shall only be paid for hours actually worked; they will not be paid for any time off.

## **ARTICLE 24 - INSURANCE**

### **Section 24.1 - Cost of Health Insurance**

The cost of single coverage health insurance shall be split between the Employer and the employees covered by this Agreement as follows:

The Employer shall provide Health Insurance coverage to the employees covered by this Agreement. The cost of single coverage health insurance shall be split between the Employer and the employees covered by this Agreement. The Employer shall pay ninety percent (90%) of the cost and the employee shall pay ten percent (10%) of the cost.

Health insurance shall be available for dependents. The Employer shall pay seventy-five percent (75%) and the employee shall pay twenty-five percent (25%) of the premium.

### **Section 24.2 - Changes in Health Insurance Plan**

The Employer shall provide the employees with the current coverage, which was effective on January 1, 2020. The Union and the County recognize that insurance costs are likely to increase over time and that the County may during the lifetime of this Agreement find it to be in the best interests of the County to change the plan of insurance. Only in the event of a significant or substantial change in the plan would the duty to bargain arise.

The terms “significant or substantial” means a change in the order of greater than a twenty percent (20%) increase in the deductibles, the co-pays, and/or the prescription drug card program in any one policy year.

The Employer agrees to meet with an employee insurance advisory committee, composed of one (1) member of each bargaining unit, their Union representative if desired and the authorized representative of the Employer, at dates mutually agreed to between April 1st and September 30<sup>th</sup> of each year of this Agreement.

The purpose of such meeting shall be to discuss insurance programs/options that will assist in cost containment. Such meetings shall be waived only by mutual written consent of the parties. The Employer will make all relevant information available, and this committee will be empowered to research available hospitalization, dental, optical and other relevant plans provided by the Employer, comparing their costs and benefits.

The advisory committee shall recommend to the Employer possible implementation of any such alternative plans and cost containment measures. The Adams County Board shall have the final authority to approve/disapprove such recommendations by the advisory committee members.

Nothing in this Section shall preclude remaining County departments (i.e.: highway dept., administration, etc.) from equal representation on such advisory committee so long as their

departmental members do not exceed the number of bargaining unit(s) members represented on the advisory committee.

## ARTICLE 25 - DRUG & ALCOHOL TESTING

### Section 25.1

In accordance with the Drug Free Workplace Act and the parties' desire to maintain a drug free workplace, the following is Union-acknowledged Employer policy:

It is the policy of the Employer that the public has the right to expect persons employed by Adams County to be free from the effects of drugs and alcohol. The Employer has the right to expect the employees to report for work fit and able for duty. The purpose of this policy shall be achieved in such a manner as to not violate the specified employee rights identified in this Article.

Random drug/alcohol testing is necessary to provide the best effort possible to ensure that the work place and the employees thereof are drug free. The facility is charged with providing for the safe and secure detention of juveniles, and employees must be alert and uncompromised in order to provide appropriate supervision. The following procedure for specimen collection and drug testing shall apply:

- 1) All potential employees will submit to a drug/alcohol test prior to an offer of employment.
- 2) All employees of the facility will be subject to random testing up to three (3) times per year without cause. The Employer shall use a random selection process. A Union representative will be invited to witness and examine the selection mechanism and the selection so as to confirm random selectivity. In addition to random testing, the Employer may test employees when there is reasonable suspicion to believe that an employee is violating this drug and alcohol policy. Reasonable suspicion shall include but not be limited to instances where an employee has within the past twelve months enrolled in a drug and alcohol rehabilitation program.
- 3) Any refusal to provide a sample upon request will be treated as a positive test.
- 4) The employee must provide a sample and/or submit to the test within sixty (60) minutes of receiving notice to do so or it shall be deemed a refusal. The employee shall be permitted to consult with a representative of the Union at the time the notice is given, but in any event the test must be taken within sixty (60) minutes of the employee receiving notice to do so.

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

- 1) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA);

- 2) ensure that the laboratory or facility selected conforms to all SAMHSA standards;
- 3) ensure that the laboratory follows a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No Employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- 4) collect a sufficient sample of the same bodily fluid or material from an Employee to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the Employee;
- 5) collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration;
- 6) confirm any sample that tests positive in the initial screening for drugs by testing the second sample by gas chromatography/mass spectrometry (GC/MS) or any equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- 7) provide the Employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the Employee's own choosing, at the Employee's own expense; provided the Employee notifies the Director within seventy-two (72) hours of receiving the results of the tests; Selected laboratory or hospital facility shall follow the guidelines of paragraphs 1, 2 and 3 of this section;
- 8) require that with regard to alcohol testing, for the purpose of determining whether the Employee is under the influence of alcohol, the use of a breathalyzer is allowed as long as the test is administered on a certified breathalyzer machine by a certified operator who is not employed by the Adams County Court Services Department after a twenty (20) minute observation period, and the test results showing an alcohol concentration of 0.02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive; Test levels below 0.02 shall not preclude the Employer from proving the employee has consumed or is under the influence of alcohol;
- 9) provide each Employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- 10) insure that no Employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay only during the pendency of any testing procedure, and only until such time as test results are available and any additional action, including discipline, may be taken. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result. However, if unusual, bizarre or inappropriate behaviors or actions gave cause for the request of a drug/alcohol test, a negative test result does not prohibit adverse employment action and/or discipline regarding the behavior or action.

### **Section 25.2 - Prohibitions**

Consuming or possessing of any illegal drugs at any time anywhere or consuming or possession of alcohol or cannabis during the work day or anywhere on County premises or job sites, including all County Buildings, Properties, Vehicles, and while engaged in County business is prohibited. Possession or use of illegal drugs by any employee not engaged with duty requirements shall be considered a crime, and the Employer will cooperate with authorities should criminal charges be filed against any employee who is found in possession of illegal drugs or who is engaged in the selling of or dispensing illegal drugs on or off duty.

### **Section 25.3 - Over-the-Counter/Prescription Drugs**

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

### **Section 25.4 - Voluntary Assistance**

Employees are encouraged to voluntarily seek assistance for alcohol or drug related problems. Employees, who come forward voluntarily prior to any positive result on a random drug test and prior to being involved in an incident that might lead to an order to test or place the employee in jeopardy of discipline, will not have disciplinary action taken against them for coming forward. An employee who seeks assistance and undergoes treatment shall be reimbursed "one time only" for the insurance deductible of the County provided health insurance plan that covers drug and alcohol rehabilitation treatment.

### **Section 25.5 - Discipline**

Any employee testing positive on an alcohol test or for the abuse of prescription drugs, cannabis, or for the presence of illegal drugs, is subject to discipline up to and including termination.

Any employee that fails a drug/alcohol test and whose employment is not terminated and/or any employee who voluntarily seeks assistance for alcohol or drug related problems as described in Section 25.4 shall be subject to the following:

- (1) the employee agreeing to appropriate treatment as determined by a Licensed Substance Abuse Evaluator;
- (2) the employee discontinuing his/her use, possession, or abuse of his/her substance of abuse;
- (3) the employee completing the course of treatment prescribed, including "aftercare" group for a period of up to twelve (12) months. This period could be extended if prescribed by the treatment evaluator;

- (4) the employee agreeing to submit to random testing as often as the Employer deems necessary during the treatment period discussed in Section 25.5(3) and for one (1) year thereafter;
- (5) the employee agreeing to sign all relevant Releases of Information so that the Employer may present its concerns to the evaluator, and so that the Employer may receive the evaluation, treatment verification, aftercare plan, and discharge summary.

Employees who do not agree to or who do not act in accordance with the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs, abuse of prescription drugs, cannabis, or alcohol shall be subject to discipline up to and including termination.

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

## ARTICLE 26 - POLITICAL ACTIVITY

The Employer agrees to comply with the Local Governmental Employees Political Rights Act (50 ILCS 135/10).

Political activity during working hours will be prohibited. Employees may on their own time be active in political activity.

## ARTICLE 27 - MISCELLANEOUS PROVISIONS

### Section 27.1 - Safety and Health

The Employer shall make reasonable provisions for the safety and health of the employees during the hours of their employment, and shall provide protection devices and other equipment necessary to protect the employees from injury and illness in conformance with statutory requirements.

### Section 27.2 - Right to Know

The Employer will comply with Federal and State laws regarding the employee's right to obtain information regarding toxic substances in the work place. Inquiries shall be directed to the Employer. The employees shall use MSDS (Material Safety Data Sheets) information when handling toxic chemicals and shall perform work in a safe and prudent manner.

### **Section 27.3 - Employer to Replace Personal Effects**

The Employer agrees to repair or replace as necessary an employee's personal effects up to a total of five hundred dollars (\$500.00), eye glasses and contact lenses if during the course of the employee's duties the employee is required to exert physical force or is attacked by another person. Such reimbursement is conditional upon employee compliance with department policy regarding removal of valuables when reasonable, prior to restraining a juvenile.

### **Section 27.4 - Training**

The Employer shall pay for tuition, books or fees of all mandatory training, and shall reimburse the employee for mileage related to the training per the existing County rate. Additionally, relative to such training, the Department's meal reimbursement policy and practice shall remain in effect.

### **Section 27.5 - Uniform Shirts**

The Employer agrees to provide five warm weather uniform shirts and five cold weather uniform shirts to each detention officer upon completion of the probationary period. A replacement shirt shall be provided by the Employer when a shirt deteriorates because of normal wear and tear or because a shirt is torn or stained during the performance of the officer's duties. The officer may be asked to return the old shirt as a condition of receiving a replacement. The uniform shirt shall identify employees as members of the staff of the Adams County Juvenile Detention Center and shall be worn each work day, but only while the officer is at work or going to or from work. The uniform shirt shall not be worn in places where the appearance of someone identified as a detention officer would embarrass the department or subject the department to ridicule. All uniform shirts in the possession of an employee shall be returned to the department upon an employee's termination of employment for any reason.

### **Section 27.6 - Uniform Jacket**

The Employer agrees to provide one "three season" jacket to an employee upon the completion of the probationary period. A replacement jacket shall be provided when the jacket deteriorates because of normal wear and tear or because a jacket is torn or stained during the performance of the officer's duties. The officer may be asked to return the old jacket as a condition of receiving a replacement.

### **Section 27.7 - Pension**

I.M.R.F. benefits and contributions shall be calculated on gross wages.

### **Section 27.8 - Maintenance of Standards**

When not addressed by this Agreement, when ambiguously addressed in this Agreement, or when not specifically addressed in the negotiation of this Agreement, existing past practices in respect to major conditions of employment are to be regarded as included within this Agreement. Such past practice to be binding on both parties must be:

- A. Unequivocal
- B. clearly enunciated and acted upon

- C. readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties.

Mutual acceptance of a past practice may be tacit (an implied mutual agreement) arising by inference from the circumstances.

In determining whether or not something is a major condition of employment, the following shall govern:

- A. Matters which involve the operation or direction of the work force shall tend not to be considered a major condition of employment.
- B. Matters involving a personal benefit to an employee shall tend to be considered a major condition of employment.

### **Section 27.9 - Pay Periods and Reimbursements**

Non-management positions receive an hourly wage. Employees are paid every other week on Friday.

Each employee shall receive reimbursement for necessary expenses incurred in the course of employment. All such reimbursement will be added to the employee's payroll check

## **ARTICLE 28 - IMMUNIZATION AND TUBERCULOSIS SCREENINGS**

### **Section 28.1 - Hepatitis B**

Immunizations for hepatitis B shall be made available to all detention employees within sixty (60) days of their employment. Such immunizations shall be provided to full time employees at the Employer's cost. Part time employees who obtain hepatitis B immunizations at the Adams County Health Department shall be reimbursed for their costs upon completion of three (3) months of service at the Detention Center.

Other immunizations as recommendations of OSHA and the Illinois Department of Public Health for employees of correctional facilities shall be provided on the same basis as referenced above.

### **Section 28.2 - Tuberculosis**

Tuberculosis screenings shall be provided to all detention employees.

### **Section 28.3 - Expenses**

Employer agrees to pay expenses for inoculation or immunization shots at a medical facility designated by Employer for the employee and for members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious disease where said detention center employee has been exposed to said disease in the line of duty.

**ARTICLE 29 - FLU SHOT VACCINATION, HEPATITIS B VACCINATION, AND  
HEALTH CLUB MEMBERSHIP**

**Section 29.1 - Flu shot Vaccination**

Employees shall be offered annually flu shot vaccination at no charge through the Adams County Health Department.

**Section 29.2 - Hepatitis B Vaccination**

Employees who have job responsibilities that involve direct exposure and/or potential exposure to blood, body fluids, non-intact skin and mucous membranes of others shall be offered Hepatitis B vaccination at no charge through the Adams County Health Department. Eligibility shall be defined by the Adams County Health Department's Blood borne Pathogen Exposure Control Plan.

**Section 29.3 - Health Club Membership**

Employees shall be eligible for up to a two hundred dollar (\$200.00) reimbursement per year for a Health Club membership. The employee shall provide a receipt to the Adams County Clerk's Office indicating that payment has been made to a Health Club. Health Club shall be defined as a commercial facility that offers physical fitness equipment, classes and/or facilities for use by its members. Reimbursement shall be considered an employee benefit and shall be reported as such to the Internal Revenue Service.

**ARTICLE 30 - COMPLETE AGREEMENT**

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

**ARTICLE 31 - SAVINGS CLAUSE**

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

**ARTICLE 32 - DURATION**

**Section 32.1 - Term of Agreement**

This Agreement shall be effective from December 1, 2023 and shall continue in full force and effect until midnight November 30, 2027, and thereafter from year to year unless not less than

sixty (60) days prior to November 30, 2027, or any subsequent November 30, either party gives written notice to the other of its intention to amend or terminate this Agreement. Negotiations for a new Agreement shall begin within thirty (30) days of such notice. If sixty (60) days after the commencement of negotiations, no new Agreement has been reached, either party may declare impasse.

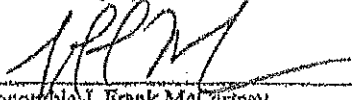
Section 32.2 - Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date while negotiations are continuing for a new Agreement or part thereof between the parties, except that no step or wage adjustments shall be made, unless the parties mutually agree.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement.

For the Employer:

  
\_\_\_\_\_  
Honorable J. Frank McCariney  
Chief Judge, Eighth Judicial Circuit

4-1-2024  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Anthony Foster  
Director of Court Services

4-1-24  
\_\_\_\_\_  
Date

For the Labor Council:

  
\_\_\_\_\_  
Jason Bryant  
Illinois POP Labor Council

4-1-2024  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Ray Davis  
Bargaining Unit Member

3-28-24  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Brady Miller  
Bargaining Unit Member

3-28-24  
\_\_\_\_\_  
Date

## APPENDIX A - EVALUATIONS

The Employer may continue to perform reasonable evaluations of the Employees. The evaluation will be discussed with the employee and in the event the employee does not agree with the evaluation, he/she shall be allowed to attach a rebuttal to the evaluation.

**APPENDIX B - LETTER OF AGREEMENT REGARDING JOB REFERENCES**

This is to confirm that pursuant to Union demands the Employer agrees to respond to reference inquiries for Bargaining Unit members by use of the attached document.

**REFERENCE LETTER**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Job Title: \_\_\_\_\_

Dates of Employment

From \_\_\_\_\_ To \_\_\_\_\_

By contractual agreement between the Chief Judge of the Eighth Judicial Circuit Court of Adams County, Illinois and the Illinois Fraternal Order of Police, no verbal or written reference is allowed other than the above verification of dates of employment and job title.

APPENDIX C - DUES AUTHORIZATION FORM

ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL  
974 CLOCK TOWER DRIVE  
SPRINGFIELD, ILLINOIS 62704

I, \_\_\_\_\_ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, \_\_\_\_\_, hereby authorize my Employer, \_\_\_\_\_, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.)

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Personal e-mail: \_\_\_\_\_

Employment Start Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**Employer, please remit all dues deductions to:**

Illinois Fraternal Order of Police Labor Council  
Attn: Accounting  
974 Clock Tower Drive  
Springfield, Illinois 62704

(217) 698-9433

*Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.*



**STEP TWO**

Reasons for Advancing Grievance: \_\_\_\_\_

\_\_\_\_\_

Given To: \_\_\_\_\_

Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP TWO RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

\_\_\_\_\_  
Person to Whom Referral Given

\_\_\_\_\_  
Date

\_\_\_\_\_  
FOP Labor Council Representative



APPENDIX E - SENIORITY LIST

<u>Name</u>	<u>Hire Date</u> <u>County</u>	<u>Full Time</u> <u>Hire Date JDC</u>	<u>Part Time</u> <u>Hire Date JDC</u>	<u>Job Title</u>
Davis, Ray		8/1/1988	9/8/1987	Detention Officer
Hessing, Kim		8/1/1990	11/22/1988	Detention Officer
Rodgers, Shona		6/22/2015	12/3/12	Cook
Schoenekase, Tiffany		8/15/2023	5/24/2019	Detention Officer
Wietholder, Melissa		1/27/2020		Maintenance Tech
Miller, Brady		5/21/2020		Detention Officer
Clayton, Kendall		5/16/2022		Detention Officer
Aschemann, Brennan		5/26/2022		Detention Officer
Ebbert, Nancy		8/2/2022		Detention Officer
Hughes, Jerod		8/22/2022		Detention Officer
Dozard, Georgia		9/6/2022		Detention Officer
Baker, Madison		6/5/2023		Detention Officer
Lumpkins, Nicholas		8/28/2023		Detention Officer
Conkle, Danyelle		4/18/2023		Secretary
Techau, Cooper		12/18/2023		Detention Officer

