

# ILLINOIS FOP LABOR COUNCIL

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and

## COUNTY OF STEPHENSON/CHIEF JUDGE OF THE FIFTEENTH JUDICIAL CIRCUIT STEPHENSON COUNTY PROBATION

FRATERNAL  
ORDER

January 1, 2024 – December 31, 2026

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487  
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058

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## AGREEMENT

This Agreement made and entered into by and between the CHIEF JUDGE of the Fifteenth Judicial Circuit (hereinafter also referred to as "Employer") and Illinois Fraternal Order of Police, Labor Council (hereinafter also referred to as "Union") and their successors assigns on behalf of employees in the collective bargaining unit set forth in Article 2 hereof.

### ARTICLE 1 PURPOSE

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

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

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

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

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

**Now, therefore,** in consideration of the mutual promises and agreements herein contained, the parties do mutually covenant and agree as follows:

## **ARTICLE 2 RECOGNITION**

The Employer recognizes the Labor Council as the sole and exclusive bargaining representative in all matters concerning and pertaining to wages, hours of work and other terms and conditions of employment for employees in the positions described below as certified by the Illinois State Labor Relations Board, case S-RC-16-042

Included: All Adult and Juvenile Probation Officers working in Stephenson County

Excluded: Supervisory, managerial, and confidential employees of the Employer, Support Staff, and all other employees excluded under the Illinois Public Labor Relations Act

## **ARTICLE 3 MANAGEMENT RIGHTS**

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

- a) to plan, direct, control, manage, determine, and set standards for all functions, operations, and services of the Judiciary;
- b) to establish the qualifications for employment and to employ employees;
- c) to determine and establish reasonable rules of conduct and work rules;
- d) to determine and establish work schedules and assignments;
- e) to hire, promote, transfer, demote, evaluate, reassign, supervise, direct, schedule and assign employees to positions and to create, modify and eliminate positions within the Judiciary subject to the grievance procedure;
- f) to take disciplinary actions against non-probationary employees for just cause;
- g) to establish reasonable work and productivity standards and to amend such standards;
- h) 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;
- i) to determine the size and composition of the work force;
- j) to determine the methods, means, organization, and number of personnel by which such operations and services shall be provided;

- k) to take whatever action is necessary to comply with State and Federal law;
- l) to maintain the efficiency of Judiciary operations and services;
- m) to take whatever action is necessary to carry out the functions of the Judiciary in emergency situations;
- n) to set its overall budget; and
- o) to contract out for goods and services;

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.

#### **ARTICLE 4 NEW CLASSIFICATIONS AND VACANCIES**

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 to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the 3<sup>rd</sup> step or the grievance procedure. The Chief Judge 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 the position classifications in the Employer's work force;
- b) Like positions with similar job content and responsibilities within the labor market generally;
- c) Significant difference 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 Chief Judge 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 filing of such position classification shall be in accordance with the procedures of this Agreement.

## **ARTICLE 5 NON-DISCRIMINATION**

### **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 discriminate against any employee on the basis of race, sex, creed, religion, color, age, national origin, political preference, disability, or marital status. Complaints of discrimination under this Article shall not be subject to the grievance and arbitration Article of this Labor Agreement but shall be processed through appropriate state or federal agencies and courts.

### **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 employee because of lawful Union membership or non-membership activity or status.

## **ARTICLE 6 DUES DEDUCTION AND FAIR SHARE**

### **Section 6.1 Dues Deduction**

Upon receipt of proper written authorization from an employee, the Employer shall deduct each month Union dues in the amount certified by the Treasurer of the Union from the pay of all employees covered by this Agreement, who, in writing, authorize such deductions. Such money shall be submitted to the Treasurer of the Union within thirty (30) days after the deductions have been made. Said deductions will be terminated upon the employee's written request. The Union hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Article.

### **Section 6.2 Indemnity**

The Union shall indemnify the Employer for any actions or claims brought against the Employer for actions taken by the Employer under this Article in reliance on certifications by the Union.

## **ARTICLE 7 UNION RIGHTS**

### **Section 7.1 Union Access with Notification**

A representative at 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. When the Union representative enters a court services office for this purpose, he or she shall first advise the Supervisor of the office or his or her designee, prior to contacting other employees. Such visits shall not unreasonably interfere with the operation of the Employer. Notwithstanding the foregoing, an employee who may be subject to disciplinary action for any impropriety has the right to ask for a Union representative to be present at any pre-disciplinary meeting.

### **Section 7.2 Bulletin Boards**

The Employer shall provide a bulletin board in each office which shall be used for the purpose of posting 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**

Unless otherwise defined herein, seniority shall, for purposes of this Agreement, be defined as an employee's length of continuous full-time service with the Chief Judge since the employee's last date of hire.

### **Section 8.2 Probationary Period**

The probationary period shall be six (6) months in duration from the date of hire as a full-time probation officer for the Court Services Department. The probationary period refers to employment status only, and during the probationary period, an officer is entitled to all rights, privileges or benefits under this Agreement, except that the Employer may suspend or discharge a probationary officer and the officer shall have no recourse under the grievance procedure or otherwise to contest such suspension or discharge. While on probation a probationary employee shall not be eligible to transfer to a vacant position.

If an employee has not met the necessary requirements to be successfully discharged, the probationary period may be extended for six (6) months. Both parties agree and understand that an extended probationary period can be discharged either successfully or unsuccessfully earlier than the date set forth during the extension of the probationary period based upon ongoing assessment and review of the employee's progress.

### **Section 8.3 Seniority List**

The Employer and Union shall agree upon a seniority list setting forth the present seniority dates for all employees covered by this Agreement which shall become effective on the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. The initial list shall be attached hereto.

### **Section 8.4 Termination of Seniority**

Seniority shall be terminated when an employee:

- a) resigns or otherwise quits;
- b) leaves employment with the Chief Judge to be employed in another office within the County;
- c) is discharged for just cause;
- d) retires
- e) is laid off pursuant to the provisions of the Applicable Agreement for a period of twenty-four (24) months;
- f) is absent for three (3) consecutive scheduled work days without proper notification or authorization;
- g) fails to return to work at the conclusion of an approved leave of absence

### **Section 8.5 Seniority While on Leave**

Employees will continue to accrue seniority credit for all time spent on authorized unpaid leave of absence up to three (3) months; provided, that if the purpose of the leave is to take other employment, seniority credit will not continue to accrue. Vacation, sick leave, holidays and other similar benefits will not be earned while on unpaid leave of absence.

### **Section 8.6 Open Positions**

When a position within the Probation Department that is covered by this agreement becomes open the Employer shall post the open position to all covered members for a period of ten (10) working days. Reasonable consideration will be given to the most senior and most qualified employee for open positions. If no current employee is deemed qualified, the employer may elect to place a new hire in the position.

## **ARTICLE 9 HOURS OF WORK**

### **Section 9.1 Work Week**

Employees of Court Services are required to work a total of thirty-five (35) hours per week. A daily time sheet must be turned into management on a bi-weekly basis.

## **Section 9.2 Overtime**

All compensatory/overtime worked must be authorized by the Chief Managing Officer or Supervisor. Compensatory/overtime shall be given to an employee for such services actually performed with proper authorization. In the event an employee has approval to work beyond the 7 hour work day and is also scheduled to be off, the hours will be flexed into the scheduled time off. If the employee earns compensatory/overtime that exceeds the time off, the amount equal will be deducted from the time off and the employee will earn compensatory/overtime for the period that exceeds. Here are some examples; an employee who is scheduled to be off on a given Friday, i.e. 7 hours, who acquires approval to work beyond the 7 hour day the preceding Thursday, will not earn compensatory/overtime. The hours worked beyond the 7 hour day, will be deducted from the requested time off, i.e. the employee works 1 hour beyond the 7 hour work day, the approved vacation, sick, personal day, etc. hours will be reduced by one hour. Or, an employee who is scheduled to leave 1 hour early on a given Friday, but has earned 2 hours of approved compensatory/overtime in that week, one of the approved hours earned would be deducted/flexed to cover the hour leaving early and the employee would earn 1 hour of compensatory/overtime that remains.

Employees shall receive overtime compensation for all authorized overtime hours. Overtime shall be calculated at a rate of 1 ½ hours for each hour worked in excess of forty (40) hours in a work week and shall be paid or taken as compensatory time as determined by the Employer. Hours worked between thirty-five (35) and forty (40) will be compensated at straight time rate. Any compensatory time earned shall be taken at a time convenient to the employee and consistent with the operating needs of the Employer. Employees requesting to use comp. time must provide the CMO or his designee with prior notice at least equal to the amount of comp. time being requested. In no case shall the notice be less than one half (1/2) day. However, the requirement for such notice may be waived by mutual agreement, or in case of an emergency. Except in case of emergency, a leave slip must be completed the day the employee returns to work. Compensatory time may be accrued up to Forty-two (42) hours. Any compensatory time earned in excess of the Forty-two (42) hours may be assigned by the employer with reasonable advanced notice. Upon termination of employment for any reason all hours of accrued compensatory time shall be paid to the employee at his current hourly rate of pay.

## **Section 9.3 Overtime Authorization**

All compensatory/overtime worked in accordance with the above provisions must be preauthorized by the chief managing Officer or Supervisor. Overtime shall be given to an employee for such services actually performed with proper authorization.

## **Section 9.4 Break Periods**

Each employee covered by this Agreement shall be allowed a one hour unpaid lunch break and two paid fifteen (15) minute breaks (one fifteen minute break can be taken in the morning and one fifteen minute break can be taken in the afternoon). The two fifteen minute breaks shall be included in the work day.



**Section 9.5 On Call Duties**

There will be a Juvenile Probation Officer on call at the direction and discretion of the Department Head. Juvenile Officers will rotate this duty. They will be expected to follow the Stephenson County Juvenile Detention and Notification Procedure Manual that was approved on 6/20/16 and revised on 1/13/17, along with any future revisions, as deemed necessary by the Department Head.

For a standard week, on call compensation shall be three and one half (3.5) hours of compensatory time. If a major holiday, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Years Day falls during the scheduled week of on call the employee on call shall earn an additional 2 hours of compensatory time. On call compensatory time shall be earned whether or not the officer's service/assistance is requested by law enforcement.

**ARTICLE 10 HOLIDAYS**

Subject to the administrative authority of the Illinois Supreme Court, the paid holidays for the term of this Agreement shall be those designated by the Chief Judge of the Fifteenth Judicial Circuit but shall not be less than those authorized by the Illinois Supreme Court.

**ARTICLE 11 VACATIONS**

**Section 11.1 Length of Vacation**

All full time employees covered by this agreement shall be entitled to vacation as follows with all vacation days to be granted annually on the respective anniversary of date of hire:

<u>Anniversary Year</u>	<u>Vacation Days</u>
6 month anniversary	5 days
1 <sup>st</sup> anniversary	10 days
3 <sup>rd</sup> anniversary	15 days
6 <sup>th</sup> anniversary	20 days
14 <sup>th</sup> anniversary	25 days

It is anticipated that employees taking vacation will remain in the Department to the end of the year for which vacation has been granted. If an employee leaves the Department before the end of the year for which vacation has been taken, a deduction will be made from the final check for the proportion of vacation taken beyond the period worked. Similarly, any employee leaving the Department who is entitled to a vacation within the year and who has not taken that action, shall receive additional pay representing this vacation period on his/her final check.

## **Section 11.2 Time of Vacation**

All vacations must be arranged in advance and are subject to the approval of the Director or Supervisor. Vacation time may be used in half hour increments. Employees requesting the use of vacation time must provide the Director or Supervisor with prior notice equal to the amount of vacation being requested. However, the requirement for such notice may be waived by mutual agreement, or in the case of emergency. Except in the case of emergency, a leave slip must be completed before taking the required time off. In cases of emergency, a leave slip must be completed the day the employee returns to work. The Director or Supervisor shall notify an employee who submits such request of approval or disapproval of vacation time requested within a reasonable amount of time, and such vacation requests shall not be unreasonably denied. An employee may only carry over to the next year a maximum of five (5) vacation days. All unused vacation days that exceed the maximum carry over amount of five (5) days will be forfeited, unless multiple requests for vacation have been denied. All carry over days must be used by the following anniversary date. Employee preferences regarding the selection of vacation will be given consideration based upon the sufficient coverage of the Probation office. In the case of duplicate requests submitted on the same day, seniority shall control.

## **ARTICLE 12 SICK LEAVE**

The covered employees will accrue twelve (12) sick days leave per year. This time will accrue at the rate of one (1) day on the last day of each month. Each employee will be allowed to retain a maximum of sixty (60) days of sick leave. Any accumulated sick leave in excess of sixty (60) days will be paid at the rate of two thirds to the employee in January of the following calendar year on a separate check if possible. Such payments shall be based on the employee's then rate of pay.

Upon termination/resignation of employment, an employee shall receive payment for two thirds of their unused sick time. Any payments shall be made on a separate check if possible and within thirty (30) days of termination/resignation.

Employees shall be able to take sick leave for a period up to three (3) consecutive days without submitting a physician's certificate attesting to the illness. Sick leave may be used by the employee for family medical emergency, illness, appointments for family members or domestic partners and their children. The employer agrees to comply with the provisions of the Family Medical Leave Act of 1992 and any regulations issued pursuant to the Act.

## **ARTICLE 13 LEAVES OF ABSENCE**

### **Section 13.1 Bereavement Leave**

Employees may be granted up to three (3) days leave with no loss of pay because of the death of the employee's spouse, child, stepchild, parent, step-parent, sister, or brother (including half, step, or in-law), mother-in-law, father-in-law, grandchild, grandparent, grandparent in-law, anyone who raised the employee from childhood, or domestic partners and their children. One (1) day leave may be granted because of the death of an aunt, uncle, niece, nephew, or 1<sup>st</sup> cousin. One day with pay may be granted for a military funeral in which an employee is an official participant. In the event of lengthy travel, vacation days or compensatory time may be used. Sick leave to a maximum of three (3) days may also be used. Written proof of death and/or funeral location may be required by the Employer.

### **Section 13.2 Personal Days**

All employees who have completed their probationary period shall on 01/01 receive two (2) paid personal days for use during the fiscal year. Such days shall be forfeited if not used by 12/31. Except in the case of emergency, a leave slip must be completed before taking a personal day.

### **Section 13.3 Jury Duty**

An employee serving jury duty shall be compensated as follows: The Employer shall pay an employee serving on jury duty his/her normal pay and the employee shall turnover to the Employer any pay received for services rendered as a juror as long as the pay is not greater than the employee's regular pay.

### **Section 13.4 Unpaid Leave**

Unpaid leave of absence may be granted by the Chief Managing Officer to employees who have used their sick leave for continued sickness or disability or for other good cause shown by the employee. The length of an unpaid leave of absence is at the discretion of the Chief Managing Officer, but may be granted with the goal of maintaining department services. Anyone hired to fill a vacancy created by a leave of absence granted under this section shall be informed as to the duration of their employment. No permanent employment status is conferred on a person hired to replace a continuing employee on leave of absence. Vacation time shall be granted on the basis of time employed, not counting the leave of absence, but no vacation time shall be granted for time on leave.

### **Section 13.5 Injury Leave**

Employees injured while in the performance of their duties shall be compensated according to the provisions of applicable Illinois law.

### **Section 13.6 Military Leave**

The Employer will comply with all applicable state and federal laws and regulations relating to leave for purposes of a period or periods of active duty in any component of the U.S. armed forces, armed forces reserve or National Guard. Compliance with the law shall be the minimum benefits provided hereunder and the Employer may provide more, but not less, than allowed by law.

### **Section 13.7 Family and Medical Leave**

The Employer shall adopt policies consistent with the Family and Medical Leave Act (FMLA). Officers, on FMLA leave, except in cases of intermittent leave shall use accrued benefit time during the time in which the employee is off work as the result of a FMLA. FMLA leave and other leave shall be used concurrently.

## **ARTICLE 14 WAGES**

### **Section 14.1**

All Probation Officers shall receive a 4.5% wage increase to their base wage on January 1<sup>st</sup> of 2024 and January 1<sup>st</sup> 2025 and January 1<sup>st</sup> 2026

### **Section 14.2 Vehicle Allowance**

Any employee using a personal vehicle for the use of official business, such as home visits, to pick-up and/or deliver evidence and supplies, etc., shall be reimbursed at the current maximum rate allowed by Stephenson County, the State of Illinois, or Federal Law, whichever is higher. Employees shall obtain prior approval from Director or designee to use their own vehicle for which they are requesting mileage reimbursement. Employees should drive a Probation vehicle if one is available.

### **Section 14.3 Clothing Allowance**

The employee will be responsible for the purchase of department labeled clothing. The clothing is to be worn for field visit/home visit and training/conference purposes only, unless otherwise approved by the Chief Judge or Department Head.

## ARTICLE 15 HEALTH INSURANCE

### Section 15.1 Health Insurance

The Employer agrees to provide employees covered by this Agreement with group health insurance for the term of the agreement. Such coverage shall not be diminished, other than as provided in this Article. Employees shall pay a portion of the premium for individual and family coverage according to the following chart:

	2024	
	Employee	Employer
Single	20%	80%
Single plus 1	20%	80%
Family	20%	80%

	2025	
	Employee	Employer
Single	22%	78%
Single plus 1	22%	78%
Family	22%	78%

	2026	
	Employee	Employer
Single	24%	76%
Single plus 1	24%	76%
Family	24%	76%

Should the employer desire to amend the current plan benefit structure to help contain costs, it may do so as long as the benefit level remains substantially the same as that in place at the time of this Agreement. In the event such coverage is canceled through no fault of Employer, the Employer agrees to provide at least the same premium dollar amount it is now providing in replacing the health insurance plan with another plan. Furthermore, should this latter event occur, the Employer shall meet and bargain over the changes in the level of coverage, premium rates and other related issues upon demand of the Union.

## **ARTICLE 16 DISCIPLINE**

### **Section 16.1 Definition**

The parties recognize the principal of progressive and corrective discipline for non-probationary employees. The right of the Employer to discipline for just cause is recognized by the Council. Disciplinary action may include, but is not limited to, the following:

- (a) Oral reprimand;
- (b) Written reprimand;
- (c) Suspension without pay; and
- (d) Discharge.

The agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense. The Employer and the Council, with the agreement of the employee, may agree, to the use of a modified form of discipline. Such modified discipline shall not be precedent setting and shall not be subject to the Grievance Procedure.

### **Section 16.2 Just Cause**

Disciplinary action may be imposed upon an employee only for just cause. Discipline shall be imposed as soon as practicable after the. Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

### **Section 16.3 Pre-Disciplinary Meeting**

For discipline other than oral or written reprimands, prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall notify the Council of the meeting and then shall meet with the employee involved and inform him or her of the reason for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. Employees shall be informed of their rights to Council representation and shall be entitled to such if so requested by the employee, and the employee and Council representative shall be given the opportunity to rebut or clarify the reasons for such discipline. If the employee does not request Council representation, a Council representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings, unless such presence is objected to by the employee. Pre-disciplinary meetings shall be conducted during an employee's normal hours of work. Nothing in this section is intended or should be construed to waive an employee's right to Union representation during questioning that the employee reasonably believes may lead to discipline.

## **Section 16.4 Notification and Measure of Disciplinary Action**

- (a) In the event disciplinary action is taken against an employee, the Employer shall promptly furnish the employee in writing with a clear and concise statement of the reasons thereof.
- (b) An employee shall be entitled to the presence of a Council representative at any interview during the investigation if he or she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him or her.
- (c) Verbal and written reprimands shall not be considered in imposing a disciplinary penalty for a current offense where more than eighteen (18) months have elapsed from the reprimand.

## **Section 16.5 Suspension Pending Discharge**

If the Employer believes that there may be just cause for discharge, the affected employee may be suspended without pay for up to thirty (30) calendar days pending the decision whether or not to discharge the employee. Both the employee and the Council will be notified in writing that the employee is being suspended and is subject to discharge. If the Employer decides that discharge is not appropriate, the employee shall be reinstated with back pay subject to the determination by the Employer of appropriate discipline.

## **Section 16.6 Review of Discipline**

Any grievance filed as a result of this section shall be initiated at Step 2 of the Grievance Procedure, and shall be filed within ten (10) working days from the day upon which the employee was notified of the imposed discipline.

# **ARTICLE 17 DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

## **Section 17.1 Definition of a Grievance**

A grievance is defined as any unresolved difference between the Employer and the Council or any employee by this Agreement regarding the meaning of this Agreement as applied.

## **Section 17.2 Dispute Resolution**

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and his or her immediate supervisor. The employee shall make his or her complaint to the immediate supervisor within (5) five working days of the date on which the employee knew or reasonably should have known of the event giving

rise to the complaint. The supervisor will notify the employee of the decision within (2) two working days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, employees shall first complete their assigned work task, and complain later, unless it is reasonably believed that the assignment will endanger their safety.

### **Section 17.3 Representation**

Grievances may be processed by the Council on behalf of an employee or on behalf of a group of employees. The Council may have the grievant or one grievant representing group grievances present at any step of the grievance procedure, and the employee is entitled to Council representation at each and every step of the grievance procedure upon the employee's request. Grievances may be filed on behalf of two or more employees only if the same facts, issues, and requested remedy apply to all employees in the group.

### **Section 17.4 Subject Matter/Settlement**

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee(s) and the date. When a grievance is settled, the settlement shall be reduced to writing and signed by the Employer or his/her designee, the Council, and the grievant. Absent Council approval, no grievance may be settled with an individual grievant where the terms of that settlement are in violation of the terms, of this Agreement.

### **Section 17.5 Time Limitation**

Grievances may be withdrawn, settled, or granted, at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances. The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step. Time limits may be extended or waived by mutual agreement.

### **Section 17.6 Grievance Processing**

No employee or Council representative shall leave their work assignment to investigate, file or process grievances without first making mutual arrangements with the supervisor. In the event of a grievance, the employee shall always perform his or her assigned work task and submit the grievance later, unless employee reasonably believes that the assignment endangers his or her safety.



## **Section 17.7 Grievance Meetings**

A maximum of two (2) employees shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work hours.

## **Section 17.8 Steps in Procedure**

Disputes arising under this Agreement shall be resolved as follows:

### **Step 1 - Chief Managing Officer**

If no agreement is reached between the employee and the supervisor, as provided for in Section 2 - Dispute Resolution, the grievant or the Council shall prepare a written grievance form mutually agreed to (Attached as Appendix C) and present it to the Chief Managing Officer no later than five (5) working days after the employee was notified of the decision of the supervisor. In no case, shall the grievance be submitted in writing later than seven (7) working days from the date on which the employee knew or reasonably should have known of the occurrence giving rise to the grievance. Within ten (10) working days after the grievance has been submitted, the Chief Managing Officer shall meet with the grievant and the Council representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Chief Managing Officer shall respond in writing to the grievant within five (5) working days following the meeting.

### **Step 2 - Chief Judge**

If the grievance is not settled at Step 1, the grievance may be referred in writing, within five (5) working days after the decision of the Chief Managing Officer to the Chief Judge of the Fifteenth Judicial Circuit. Within twenty (20) working days after the grievance has been filed, the Chief Judge and/or his/her designee shall meet with the Council and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Chief Judge or his/her designee shall respond in writing to the grievant within ten (10) working days following the meeting.

### **Step 3 – Arbitration**

If the dispute is not settled at Step 2, the matter may be submitted to arbitration by the Council, with notification to the Employer, within ten (10) working days after the Step 2 response or the expiration of the ten (10) day period if the Chief Judge fails to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration, the Council and Employer shall jointly request the Federal Mediation and Conciliation Service (FMCS) to forward a list of recognized arbitrators. Upon receipt of such list, each party shall alternately strike a name from the list, until there is one name remaining. The remaining individual shall be the arbitrator. The order of striking names

shall be determined by a coin toss. Either party reserves the right to reject one (1) panel of arbitrators. Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The Employer and Council shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expenses of its witnesses. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the parties. Costs of arbitration shall include the arbitrator's fees and room cost. The decision and award of the arbitrator shall be final and binding on the Employer, the Council and the employee(s) involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to, or subtract from, the provisions of this Agreement.

## **ARTICLE 18 LABOR-MANAGEMENT CONFERENCES**

### **Section 18.1 Labor-Management Conferences**

The Council and Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Council representatives and the administrative representatives of the Employer. These meetings shall be held at mutually agreed times. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management" conference and providing a written agenda for such meeting. Such notice may be waived by mutual consent of the parties. Such meetings shall be limited to:

- (a) Discussion on the implementation and general administration of this Agreement.
- (b) A sharing of general information of interest to the parties.

### **Section 18.2 Integrity of the Grievance Procedure**

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

### **Section 18.3 Reports and Recommendations**

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

## **ARTICLE 19 NO STRIKE - NO LOCKOUT**

### **Section 19.1 Strike Prohibited**

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

### **Section 19.2 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, cessation, or stoppage or interruption of work, boycott, sympathy strike, or other interference with the operations of the Employer, or ratify, condone or lend support to any such conduct or action.

### **Section 19.3 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, sympathy strike, 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 19.4 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 19.5 No Lockout**

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

## **Section 19.6 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 20 RESOLUTION OF IMPASSE**

If in any case of a dispute between the Employer and the Union, the collective bargaining process reaches an impasse with the result that said Employer and Union are unable to effect a settlement, then the dispute or impasse shall be resolved according to the provisions of Article 17 of this agreement and the Illinois Public Labor Relations Act of 1986 or as may be revised from time to time.

## **ARTICLE 21 LAYOFFS**

The Employer shall determine whether layoffs are necessary. "Layoff" means a reduction in the work force ordinarily due to reasons of lack of work, lack of funds, reorganization, or the elimination of a position. In the event it becomes necessary for a layoff, the Employer shall meet with the designated Union representative thirty calendar (30) days prior to the effective date of the proposed layoff. At such meeting the Employer shall submit a list of the number of employees in the Probation Department bargaining unit scheduled for layoff, their names, seniority, job titles, and work locations.

Layoffs of regular unit full-time employees shall be strictly by seniority within adult/juvenile probation officers. Prior to the laying off of any regular employee, probationary, part time, and/or temporary employees within the unit classifications shall be terminated. Employees to be laid off will receive at least fourteen (14) calendar days advance notice of the layoff. When the Employer fills old unit positions, or newly created unit jobs, employees on layoff status will be reinstated in order of their seniority, provided they have satisfactorily completed their probationary period of employment, for any unit position which they are qualified to hold before new job applicants are considered. Recall rights shall last for the length of two (2) years. This Probation Department bargaining unit is considered to be independent of, and not subject to, any County-wide, interdepartmental transfer, resulting from a layoff in any other unit.

## **ARTICLE 22 ENTIRE AGREEMENT - SAVINGS CLAUSE**

### **Section 22.1 Entire Agreement**

This Agreement, upon ratification, supersedes all prior practices and Agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire Agreement between the parties. The Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement, excluding impact or effects bargaining as a result of the Employer's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, 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 not removed by law from the area collective bargaining, and that and opportunity are set forth in this Agreement.

### **Section 22.2 Savings**

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

## **ARTICLE 23 DURATION OF AGREEMENT**

### **Section 23.1 Duration**

Except as provided below, this Agreement, when approved and signed by the appropriate authorities for and on behalf of the Employer and the Union shall be in full force and effect from January 1, 2024 – December 31, 2026 and thereafter from year to year unless written notice of the desire to modify the Agreements is served by either party at least sixty (60) days prior to the above date of termination or the anniversary of any renewal period hereof.

### **Section 23.2 Continuing Effect**

In the event written notice is given by either party in accordance with Section 22.1 above, this Agreement shall continue to remain in effect after the expiration date while negotiations or Resolution of impasse are continuing for a new Agreement or part thereof between the parties. Wages shall neither be increased or decreased during such interim period.

**FOR THE EMPLOYER:**

Jacquelyn D. Ackert

Jacquelyn D. Ackert  
Chief Judge  
Fifteenth Judicial Circuit

11/13/23

Date

**FOR THE UNION:**

Brett GeRue

Brett GeRue  
Field Representative  
Illinois Fraternal Order of Police  
Labor Council

11/6/2023

Date

Chad M. Zellers

Chad Zellers  
Probation Officer

11-6-23

Date

## APPENDIX A

### PROBATION COMPENSATION SCHEDULE 15<sup>TH</sup> CIRCUIT POLICIES AND PROCEDURES

The purpose of this document is to set policies and procedures for the implementation of a salary schedule to include all professional personnel, excluding administrative staff, in the Fifteenth Judicial Circuit.

Performance evaluation bonuses will be based upon employee performance, both satisfactory and/or exceptional in nature. Annually the entire schedule shall be moved forward (1.5%) one and one half percent. This amount shall be paid as a minimum to each employee and will be paid even if an employee is at the top of his or her grade.

Employees will be driven through the compensation schedule for performance on an annual performance evaluation and years of satisfactory performance. There will be separate evaluation instruments for line staff and for management personnel.

The Chief Managing Officer or Caseload Supervisor shall do the performance evaluations of line staff. The Chief Circuit Judge or his designee shall do the performance evaluation of supervisory staff. Movement in salary levels will be considered each year by the CMO or the Chief Judge of the Circuit in coordination with the completion of the individual performance evaluation and every attempt shall be made to match the time of the annual evaluation to the county's budget preparation period.

The actual scores needed to receive a performance evaluation bonus and the breakdown of those scores are as follows:

No Satisfactory Increase	Below 650
Satisfactory Performance Adjustment	650-750 Points: (1.5%) one and a half additional percent added to base wage plus \$750 seven hundred fifty dollar bonus.
Exceptional Performance	751-900 Points: (1.5%) one and a half additional percent added to base wage plus (\$1,000) one thousand dollar bonus
	901-1000 Points: (1.5%) one and a half additional percent added to base wage plus (\$1,500) one thousand five hundred dollar bonus

When earned, the (1.5%) one and a half additional percent increase shall be added to the employee's base wage on the first day of the fiscal year. Bonuses earned shall be payable on the first day of the fiscal year on a separate check if possible.

### **POLICY #1, SATISFACTORY PERFORMANCE:**

Providing an employee's performance is determined to be satisfactory, the employee will be granted an increase on an annual basis within his/her grade limitations. All salary adjustments in the 15<sup>th</sup> Judicial Circuit will be governed by the County's annual fiscal year. New employees with less than one (1) year of service prior to the commencement of a fiscal year will not experience an increase unless approved by the CMO or Chief Judge. The bonus earned on an annual basis for satisfactory performance will be (1.5%) one and a half additional percent. Performance evaluations will be prepared by the CMO and Caseload Supervisor during November of each calendar year. All bonuses earned will be effective and payable on the first day of the fiscal year. In no event will an employee receive any performance bonus if his/her performance is deemed unsatisfactory by the performance evaluation.

### **POLICY #2, EXCEPTIONAL PERFORMANCE:**

An employee may receive a bonus on an annual basis if the employee's performance is determined to be exceptional. All bonuses are based upon the Performance Appraisal System. These bonuses will also take effect and be payable on the first day of the fiscal year and will be paid even though an employee may be at the top of his/her grade.

### **POLICY #3, PLACEMENT OF NEW EMPLOYEES:**

New employees will initially be placed on the schedule as a result of their occupational qualifications. Some of these qualifications would be previous experience, and educational background. In no case, however, should a new employee be placed higher than the midpoint of his or her respective beginning grade. New employees will also not be placed at a salary higher than current employees with the same qualifications or more as mentioned above.

### **POLICY #4, POSITION RECLASSIFICATION:**

Any reclassification of a position on the compensation schedule must be approved by the Administrative Office of the Illinois Courts, Probation Division as part of the department's annual or supplemental plan.

### **POLICY #5, PROMOTIONAL POLICY:**

When an employee is promoted to a higher grade, the employee will minimally be placed in the step that is equal to his/her present salary. If the employee's present salary is not represented in the grade, an employee should receive the minimum of the new grade. At management's discretion, an employee may be placed at an level in the new grade which exceeds the minimum or exceeds the employee's present salary level providing the adjusted level does not represent more than a 10% increase in the employee's present salary, unless approved by the Chief Circuit Judge.



### **GRADES:**

Each Probation Officer shall be assigned to one of the following salary grades based upon years of service. Each Probation Officer shall receive a salary that is no lower than the minimum for his or her grade, nor higher than the maximum for his or her grade. New employees will initially be placed on the schedule as a result of their occupational qualifications. Some of these qualifications include previous experience and educational background. However, a new employee cannot be placed higher than the midpoint of his or her respective beginning grade.

- Grade 1: Up to 3 years of service and satisfactory performance evaluations.
- Grade 2: After 3 years of service and satisfactory performance evaluations.
- Grade 3: After 6 years of service and satisfactory performance evaluations.
- Grade 4: After 9 years of service and satisfactory performance evaluations.
- Grade 5: After 12 years of service and satisfactory performance evaluations.
- Grade 6: After 15 years of service and satisfactory performance evaluations.
- Grade 7: After 18 years of service and satisfactory performance evaluations.

**Appendix B**  
**DUES AUTHORIZATION FORM**

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

I, \_\_\_\_\_, 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. Please check with your tax preparer regarding deductibility.*

# Appendix C

	<b>GRIEVANCE</b> (use additional sheets where necessary)	
	Date Filed: _____	Department: _____
Grievant's Name: _____ Last First M.I.		
<b>STEP ONE</b>		
Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____		
Article(s)/Sections(s) violated: _____		
Briefly state the facts: <b>I</b>		
_____		
_____		
_____		
_____		
Remedy Sought: .		
_____		
_____		
_____		
Given To: _____		Date: _____
_____		_____
Grievant's Signature		FOP Representative Signature
<b>EMPLOYER'S RESPONSE</b>		
_____		
_____		
_____		_____
Employer Representative Signature		Position
_____		_____
Person to Whom Response Given		Date
<b>STEP TWO</b>		
Reasons for Advancing Grievance: _____		
_____		
Given To: _____		Date: _____
_____		_____
Grievant's Signature		FOP Representative Signature
<b>EMPLOYER'S RESPONSE</b>		
_____		
_____		
_____		_____
Employer Representative Signature		Position
_____		_____
Person to Whom Response Given		Date

Lodge/Unit No. / Year / Grievance No.

**15<sup>th</sup> Judicial Circuit**  
**Stephenson County Probation**

**Seniority List**

**Officer:**

**Start Date:**

- |                     |          |
|---------------------|----------|
| 1. Justina Kidd     | 2/18/03  |
| 2. Chad Zellers     | 2/18/03  |
| 3. Brian French     | 11/3/03  |
| 4. Ellie Kempel     | 06/3/13  |
| 5. Rebecca Peters   | 11/14/16 |
| 6. Brittany Keltner | 02/6/17  |
| 7. Wayne Windnagle  | 11/6/17  |
| 8. David Rothell    | 12/11/18 |
| 9. Chandra Morris   | 5/8/23   |
| 10. Ryan Williamson | 5/8/23   |
| 11. Owen Peight     | 9/25/23  |