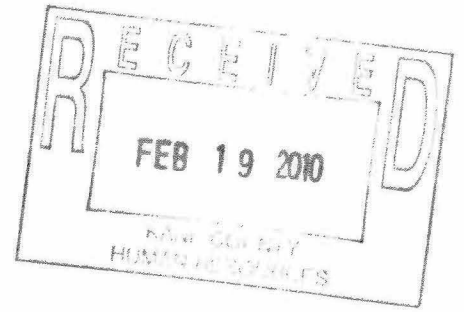


**AGREEMENT**



**CHIEF JUDGE – SIXTEENTH JUDICIAL CIRCUIT  
COURT SERVICES**

**and**

**GENERAL CHAUFFEURS, SALES DRIVERS, AND  
HELPERS LOCAL UNION NO. 330**



**EFFECTIVE DECEMBER 1, 2008 THROUGH NOVEMBER 30, 2010**

TEAMSTERS LOCAL 330 EXECUTIVE BOARD  
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**DOMINIC ROMANAZZI**  
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JIM HICKEY  
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TRUSTEES  
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INDEX

ARTICLE I. PURPOSE.....	1
ARTICLE II. RECOGNITION.....	2
ARTICLE III. NEW CLASSIFICATIONS.....	3
ARTICLE IV. MANAGEMENT RIGHTS.....	3
ARTICLE V. NONDISCRIMINATION.....	5
ARTICLE VI. UNION SECURITY.....	6
ARTICLE VII. VISITATION AND BULLETIN BOARDS.....	7
ARTICLE VIII. SENIORITY.....	8
ARTICLE IX. HOURS OF WORK.....	9
ARTICLE X. OVERTIME.....	11
ARTICLE XI. HOLIDAYS.....	13
ARTICLE XII. DISCIPLINE.....	13
ARTICLE XIII. VACATIONS.....	14
ARTICLE XIV. INSURANCE.....	15
ARTICLE XV. PENSIONS.....	16
ARTICLE XVI. ASSOCIATION DUES.....	16
ARTICLE XVII. JUVENILE JUSTICE CENTER.....	16
ARTICLE XVIII. QUALITY OF WORK LIFE.....	18
ARTICLE XIX. LEAVES OF ABSENCE.....	20
ARTICLE XX. GRIEVANCE PROCEDURE/ARBITRATION.....	22
ARTICLE XXI. NO STRIKE - NO LOCKOUT.....	25
ARTICLE XXII. LIMITATIONS OF AGREEMENT.....	26
ARTICLE XXIII. SUBCONTRACTING.....	27
ARTICLE XXIV. WAIVER.....	28
ARTICLE XXV. WAGES AND EVALUATIONS.....	28
ARTICLE XXVI. UNIFORMS.....	30
ARTICLE XXVII. AUTOMOBILE USAGE.....	31
ARTICLE XXVIII. TERM AND SIGNATURE.....	31
SCHEDULE A	33
SCHEDULE A-1	35
SCHEDULE B GRIEVANCE.....	36

## AGREEMENT

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

### ARTICLE I.

#### 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 II.**

**RECOGNITION**

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

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

Expressly excluded from the aforesaid bargaining unit are food service employees, seasonal, part time employees operating under a grant program, office clericals, supervisory, confidential, and management classifications and employees as defined by the Labor Act.

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

**ARTICLE III.**

**NEW CLASSIFICATIONS**

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

The Employer shall determine the proposed salary grade in relationship to:

- (a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employer's work force;
- (b) Like positions with similar job content and responsibilities within the Kendall, DeKalb and Kane County Government System if available otherwise to the Kendall, DeKalb and Kane County Labor Market generally; and
- (c) Significant differences in working conditions to comparable position classifications.

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

**ARTICLE IV.**

**MANAGEMENT RIGHTS**

Except as amended, changed, or modified by a provision of this Agreement, subject to the general administrative and supervisory authority of the Illinois Supreme Court, the Chief

Judge and his agents retain all the management rights and prerogatives they had prior to signing this Agreement either by law, custom, practice, usage, or precedent, to manage and control the judicial system in the Counties. Such rights and prerogatives include, but are not limited to the following:

- (a) to plan, direct, control, manage, determine, and set standards for all functions, operations, and services of the Judiciary;
- (b) to establish the qualifications for employment and to employ employees;
- (c) to determine and establish reasonable rules of conduct and work rules;
- (d) to determine and establish work schedules and assignments;
- (e) to hire, promote, transfer, demote, evaluate, reassign, supervise, direct, schedule and assign employees to positions and to create, modify and eliminate positions within the Judiciary;
- (f) to take disciplinary actions against nonprobationary employees for just cause;
- (g) to determine the hours of work and shifts per workweek;
- (h) to establish reasonable work and productivity standards and to amend such standards;
- (i) to lay off employees because of lack of work or funds or other legitimate reasons; or to change or eliminate methods, equipment, and facilities for the improvement of operations;
- (j) to determine the size and composition of the work force;
- (k) to determine the methods, means, organization, and number of personnel by which such operations and services shall be provided;
- (l) to contract out for goods and/or services;

- (m) to take whatever action is necessary to comply with state and federal law;
- (n) to maintain the efficiency of Judiciary operations and services;
- (o) to take whatever action is necessary to carry out the functions of the Judiciary in emergency situations; and
- (p) to set its overall budget.

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

## ARTICLE V.

### NONDISCRIMINATION

#### Equal Employment Opportunity

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

#### Prohibition Against Discrimination

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

#### Union Membership or Activity

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



## ARTICLE VI.

### UNION SECURITY

#### Maintenance of Membership

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

#### Fair Share Deductions

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

#### Religious Exemption

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share, shall be paid to a nonreligious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable

organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.

#### Notice and Appeal

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

#### Indemnification

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

### **ARTICLE VII.**

#### **VISITATION AND BULLETIN BOARDS**

##### Union Access with Notification

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

### Bulletin Boards

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

## ARTICLE VIII.

### SENIORITY

Seniority is defined as the length of continuous service of an employee for the County within the Court Services Department since the employee's last date of hire. Continuous service for purposes of the Youth Home regarding selection of shifts and days off shall mean continuous service time worked in the Youth Home. In the event an employee is transferred from another County department to the Court Services Department, he/she enters Court Services as an employee with the least departmental seniority, however, the transferred employee does not lose his/her County seniority.

Newly-hired employees shall be considered probationary during the first six (6) months of their employment with the Court Services Department and have no right to use the Grievance Procedure in the event of discharge.

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

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

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

## **ARTICLE IX.**

### **HOURS OF WORK**

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

The normal hours of work for Court Services employees consists of a five (5) day, Monday through Friday, thirty-seven and one-half (37-1/2) hour workweek. All Court Services Offices are expected to be open from 8:30 a.m. through 5:00 p.m.

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

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

Employees may be provided with up to a one (1) hour unpaid lunch.

B. Youth Home

1. The shifts for the Youth Home are normally scheduled during the hours set forth below:

Days	7:00 a.m. - 2:45 p.m.
Evening	2:30 p.m. - 11:30 p.m.
Nights	11:30 p.m. - 7:00 a.m.

The Employer agrees to post all shift openings within forty-five (45) days.

2. Youth Home switching of hours will be allowed under the following provisions:

- a. All switches must occur in the same week.
- b. No double shifts.
- c. Requests must be submitted in writing or using Youth Home form with both parties signing.
- d. Requests submitted to supervisors within twenty-four (24) hours prior to the requested switch.
- e. Requests must be approved by a supervisor based on building needs.

3. The Employer will attempt to give reasonable advance notice of shift changes. However, the parties recognize that building needs, including but not limited to emergencies, sick calls, and staffing requirements, frequently require short advance notice.

4. Unless employees have selected a shift otherwise, the Employer will attempt to schedule staff in such a manner as to avoid turnarounds by exploring all other

reasonable alternatives prior to scheduling an employee to work twice in the same 24-hour period.

5. Work Scheduling will be as follows:

- a. Schedules will be posted two (2) weeks in advance of implementation. Staff must submit time off requests at least three weeks in advance of schedule implementation.
- b. The Employer will agree to make every reasonable effort not to schedule staff for more than seven (7) days in a row without mutual agreement by the Employer and the employee.

6. Employees must use any available holiday time off within ninety (90) days from the last day under the current monthly schedule in which the holiday was earned. Provided however, employees shall be allowed to reserve and use a maximum of one (1) unscheduled holiday in a calendar year to be used at the employee's discretion under the Employer's day off scheduling procedures.

7. The Employer will provide name tag identification (IDs) to Youth Home employees and to employees in DeKalb County. In addition, employees will be permitted, in coordination with the Employer, to obtain identification badges at the employees' cost.

#### **ARTICLE X.**

#### **OVERTIME**

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

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

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

If the Employer determines that compensatory time off is to be used as the method of paying employees for overtime work, the overtime rate of pay shall be one and one-half (1-1/2) hours compensatory time off for each hour of overtime work. If compensatory time off is used, it shall be by mutual agreement, but the taking of time off shall not be denied to an employee except in such cases where the Employer determines there is a legitimate operational need for such denial. In the event of emergencies, all reasonable efforts will be made to accommodate the employee's request to utilize accumulated compensatory time off. Requests for use of accumulated compensatory time, including whether such requests were granted or denied, and the rationale therefore, shall be maintained by the Employer. The Employer will make every reasonable effort to grant or deny compensatory time requests by the end of the employee's next regularly scheduled shift.

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

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

## **ARTICLE XI.**

### **HOLIDAYS**

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

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

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

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

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

## **ARTICLE XII.**

### **DISCIPLINE**

#### **Termination and Disciplinary Action**

The Employer shall not discharge or suspend any employee except for just cause. The Employer agrees to apply the principles of progressive discipline where applicable and hereby



declares an intent to utilize written reprimands, whenever possible and appropriate, prior to the use of suspension or discharge.

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

For discipline other than oral or written reprimands, before final notification to the employee of the contemplated measure of discipline to be imposed, the Employer shall meet with the employee involved and will inform the employee of the reason for such contemplated disciplinary action, including, if appropriate, any names of witnesses and copies of pertinent documents. Employees shall be informed of their rights to Union representation and shall be entitled to such, if so requested by the employee. The employee and the Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline. The Union will have up to three (3) days' notice prior to the pre-disciplinary meeting unless the severity of the offense warrants otherwise. Where appropriate, reasonable extensions of time for rebuttal purposes will be allowed when requested.

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

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

### ARTICLE XIII.

#### VACATIONS

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

ARTICLE XIV.

INSURANCE

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

B. For each year of this Agreement Kane County employees will contribute through payroll deductions the employee premium amount (as established each year by the Kane County Board) for the Kane County health insurance plan chosen by the employee. Employees who elect to participate in any health insurance plan offered through Kane County are bound by the policies, guidelines and policy amounts defined within the respective plan chosen.

C. Should the County adopt plans or policies which affect employee's insurance benefits (including what is commonly referred to as a flexible benefit program), employees of Court Services in Kane county shall have the option to participate in the same plans or programs in the same manner as other Kane County employees.

D. During the term of this Agreement should any other group of Kane County employees covered by the County Health Plan receive extra benefit or cost improvements, not to include the Highway Department, employees of Kane County who are in the bargaining unit will be provided with the same benefit or cost improvements.

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

**ARTICLE XV.**

**PENSIONS**

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

**ARTICLE XVI.**

**ASSOCIATION DUES**

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

**ARTICLE XVII.**

**JUVENILE JUSTICE CENTER**

A. Documentation

When the Department of Corrections or the Administrative Office of Illinois Courts provides the Juvenile Justice Center with documentation that legally mandates changes to the work rules and/or policy and procedures, that documentation would be provided to the union.

B. Safety Committee for the Juvenile Justice Center

A Juvenile Justice Center Safety Committee shall be established as follows:

One (1) Juvenile Justice Center Assistant Superintendent

One (1) Teamster representative or Union Steward

Two (2) Youth Counselors (one chosen by JJC Administration)

Two (2) Juvenile Justice Center Supervisors (one chosen by Teamster Union)

The Assistant Superintendent will chair the Committee. The Committee will meet on an as needed basis. The Committee has no authority to change policy or procedure but will act as a

fact finding, exploratory and an advisory group to the Superintendent. The Juvenile Justice Center will provide a meeting place for the Committee. The meeting will be scheduled when the staff are working.

C. Training

Annual training will be provided by the Employer to all Youth Counselors on how to correctly operate the safety equipment at the Juvenile Justice Center; specifically the tie down gurney, shield, and all protective body gear.

Youth Counselors will not be required to actively train new staff. Employees may volunteer to be more actively involved in assisting new employees if desired.

D. 3rd Shift In-Service Training

Staff that work the midnight shift the night before or the night of an in-service are not required to attend the meeting. They do, however, need to provide written notice, in advance, of their decision to not attend. If a staff does not attend a meeting, they must read the minutes and go over both the minutes and the training with a supervisor. There may be meetings that are mandatory for staff to attend.

E. Challenge Program

The Challenge Program requires that staff be assigned as advocates to specific residents in the program. Staff will first enter the program on a part-time basis. This means they will be in the program for 2 days a week and in detention 3 days a week for 3 months. They will then be in the program full-time for the next 3 months. If an advocate is set to leave the program before the resident that they are working with graduates, that advocate will continue to spend time, as needed, in the program to be involved in meetings and reporting to the court, etc., for closure with the resident and his family. There will be a sign-up for working in the program and

counselors will be selected by the Employer for entry into the program. If a staff is not doing well in the program, they may be removed at the Employer's discretion.

## ARTICLE XVIII.

### QUALITY OF WORK LIFE

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

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

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

The Committee shall meet on a regular basis and shall have no authority to alter or modify, in any way, the collective bargaining agreement but shall, however, explore, study and

discuss matters of their relationship that are not covered by any written agreement between the parties.

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

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

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

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

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

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

## ARTICLE XIX.

### LEAVES OF ABSENCE

#### Eligibility Requirements

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

#### Application for Leave Without Pay

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

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

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

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

#### Failure to Return From Leave of Absence

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

Applicability of Law

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

Bereavement Leave

The Bereavement Leave policy of each county shall continue to apply to those employees working in said county.

Kane County Sick Leave

The Kane County Sick Leave Policy which was in effect during the term of the last Agreement shall be changed to provide:

Employees will be credited with five (5) short-term sick leave days if they have completed twelve (12) months of continuous service as of December 1. If less than twelve (12) months of continuous service as of December 1 of the applicable sick year, the employee will be credited with sick leave at a rate of one and one-quarter (1¼) days for each remaining calendar quarter within that year once they have completed six (6) months of County employ.

Unused Short-Term Sick Leave/Carry-Over and Payment at Termination -- Short-term sick leave will not accumulate from year to year. At the end of the sick leave year, all unused short-term sick leave for non-exempt employees will roll over into extended sick leave. Provided however, employees' at their option, pursuant to procedures established by the Employer, will be permitted to cash in up to five (5) unused short term sick days at the conclusion of each subsequent fiscal year. Upon termination, non-exempt employees will be paid for any unused short-term sick leave at the rate of one and one quarter (1¼) for every quarter worked in the benefit year provided they give fourteen calendar days' notice.

Extended Sick Leave Utilization -- Unlike short-term sick leave, extended sick leave is intended to provide employees with protection during periods when the employee is under a doctor's care at home or is hospitalized.



Extended sick leave is to be used during periods of personal injury, illness or maternity until IMRF disability benefits begin.

An employee may utilize extended sick leave for himself/herself prior to utilizing short-term sick leave if the employee has a serious health condition and is under a doctor's care at home or in the hospital. A doctor's certification is required to support the request for extended sick leave.

## ARTICLE XX.

### GRIEVANCE PROCEDURE/ARBITRATION

#### Intent of Parties

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

#### Definition and Process

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

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

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

Step 3. If the grievance is not resolved at Step 2, the Union shall have ten (10) working days after the Employer's answer to move the grievance to the next step. The grievance shall be presented to the Executive Director. The Union and the Employer shall meet in an attempt to resolve the grievance prior to any further action being taken. The Employer shall give an answer to the employee, and Union representative, within five (5) working days of the conclusion of the Step 3 meeting.

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

Step 5. If the grievance is not resolved, the Union may, within ten (10) working days after receiving the answer in Step 4, elect to advance the grievance to Step 5. The

Union, pursuant to the provisions of this Article may then elect to advance this grievance for final and binding resolution.

Employer's Failure to Respond

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

Waiver

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

**Binding Resolution of Grievances**

Referral to Arbitration

If the grievance is not settled in Step 4, or no answer is given within the specified time, the Union may request by written notice to the Chief Judge, within five (5) working days after his receipt of the Step 4 answer, or after such answer was due, whichever occurs first, that his grievance be resolved by binding arbitration.

Arbitration

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

the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

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

#### **ARTICLE XXI.**

#### **NO STRIKE - NO LOCKOUT**

##### Strike Prohibited

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

##### Prohibition of Union Participation

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

##### Union Liability and Duty

In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit down, sit in, slowdown, cessation or stoppage or interruption of work, boycott

or other interference with the operations of the Employer occur, the Union, within twenty four (24) hours of a request by the Employer, shall:

- (a) Advise the Employer in writing that such action by the employees has not been called or sanctioned by the Union.
- (b) Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.
- (c) Post notices at Union Bulletin Boards advising that it disapproves of such action and instructing employees to return to work immediately.

#### Discharge for Violation

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

#### No Lockout

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

#### Employer's Judicial Remedies

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

### **ARTICLE XXII.**

#### **LIMITATIONS OF AGREEMENT**

##### Judicial Powers

No provision in this Agreement which materially and adversely affects or interferes with the exercise of the constitutional, statutory, or inherent judicial powers of the Judiciary or with the application of a rule or order of the Illinois Supreme Court may be enforced. During an emergency affecting the Court's business as reasonably determined by the Court, no provision in

this Agreement which materially and adversely affects or interferes with the exercise of the constitutional, statutory, or inherent administrative powers of the Judiciary may be enforced, but the unenforceability of any such provision due to the emergency shall not cause loss of wages or economic benefit to the members of the bargaining unit. The Union may raise other issues stemming from the way the emergency was dealt with pursuant to this Agreement.

#### Savings Clause

If any Article of this Agreement or any addenda thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall immediately negotiate a substitute for the invalidated Article or portion thereof.

### **ARTICLE XXIII.**

#### **SUBCONTRACTING**

##### General Policy

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

##### Notice and Discussion

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

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

**ARTICLE XXIV.**

**WAIVER**

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

**ARTICLE XXV.**

**WAGES AND EVALUATIONS**

Wages

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

Evaluations

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

Each employee in the Court Services Department shall be evaluated on an annual basis. The Job Responsibility and Performance Standards (the 5 point system) will be used during the term of the Agreement. An employee's performance evaluation shall be reviewed with the employee and the employee's comments shall be taken into consideration. In addition, the currently agreed upon Monthly Feedback Report for the Youth Counselors is attached as Schedule B.

An employee's signature shall signify only that he or she has been given his or her performance evaluation; the employee's performance evaluation may not be altered subsequently without the employee's concurrence.

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

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

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

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



Joint Committee

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

**ARTICLE XXVI.**

**UNIFORMS**

A. Subject to the discretion of the Judge(s), Youth Counselors will be allowed to wear their county shirts and khaki-type pants in the Courtrooms (no jean pants). Youth Counselors shall be provided with either one button-up and one polo gender specific court shirts or two polos in the spring, and in the fall, one long-sleeved shirt and one sweatshirt or one fleece jacket and one sweatshirt, budget permitting. Colors have been agreed upon by the subcommittee. No clothing issued can be worn outside of the JJC except during transportation to and from work. Jackets and sweatshirts without collars are not allowed as court attire.

B. Subject to the discretion of the Judge(s), Probation Officers will be allowed to wear their county shirts and jeans on the 1st Friday of the month. On all other Fridays, they will be allowed to wear their county shirts and khaki-type pants (no jean pants). However, Probation Officers must always have available at the workplace appropriate attire as outlined in the Dress Code for Court appearances.

C. Damage Reimbursement – Items of clothing/uniforms that are damaged or destroyed during an emergency shall be replaced by the Employer (not to exceed a total of \$100 per incident). This provision shall not include jewelry type items. The parties further agree that this provision shall cease at the conclusion of this Agreement so the Employer can evaluate the cost impact and determine whether the language should be continued in any successor agreement.

ARTICLE XXVII.

AUTOMOBILE USAGE

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

ARTICLE XXVIII.

TERM AND SIGNATURE

Term of Agreement

This Agreement shall remain in full force and effect until November 30, 2010. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than one hundred and twenty (120) days nor less than ninety (90) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Continuing Effect

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

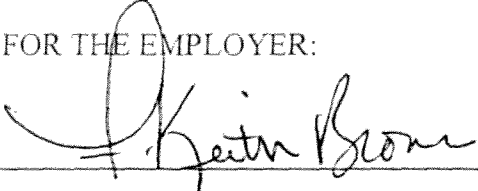
Procedure on Notice of Termination

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

provided for in this Agreement shall be served upon the other party by registered mail, return receipt requested.

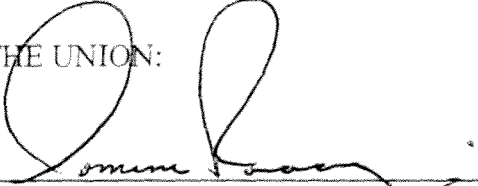
IN WITNESS WHEREOF, the parties hereto have affixed their signatures.


FOR THE EMPLOYER:

  
\_\_\_\_\_

Date: 8-13-09

FOR THE UNION:

  
\_\_\_\_\_

Date: 8/3/09 

**SCHEDULE A**

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

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

<u>Step</u>	<u>Special Units</u>	<u>Probation Officers</u>	<u>Youth Counselors</u>
0	\$33,561.12	\$31,500.00	\$31,500.00
1	\$34,799.01	\$32,221.75	\$32,221.75
2	\$36,400.63	\$33,704.76	\$33,704.76
3	\$38,075.98	\$35,256.02	\$35,256.02
4	\$39,828.43	\$36,878.68	\$36,878.68
5	\$41,661.54	\$38,576.03	\$38,576.03
6	\$43,579.01	\$40,351.49	\$40,351.49
7	\$45,584.74	\$42,208.68	\$42,208.68
8	\$47,682.78	\$44,151.33	\$44,151.33
9	\$49,877.39	\$46,183.40	\$46,183.40
10	\$52,173.00	\$48,309.00	\$48,309.00

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

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

SCHEDULE A-1

Effective 12/1/08, the Employer agrees to an increase of \$975 across the board. Ranges for staff would be as follows:

Probation Officers/Youth Counselors	\$33,197 - \$49,284
Special Units	\$35,774 - \$53,148

Effective 12/1/09, the Employer agrees to an increase of \$975 across the board. Ranges for staff would be as follows:

Probation Officers/Youth Counselors	\$34,172 - \$50,259
Special Units	\$36,749 - \$54,123

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

10-10-08

## SIDE LETTER AGREEMENT

This Side Letter Agreement is entered into by and between Chief Judge – Sixteenth Judicial Circuit Court Services and General Chauffeurs, Salesdrivers, and Helpers Local Union No. 330 and is effective during the term of the Collective Bargaining Agreement between the parties which currently expires on November 30, 2010.

It is agreed as follows:

1. The parties agree that the Dress Code for Court Services shall be revised to reflect that female staff are not required to wear hosiery with the exception of attendance at Court.
2. Due to the special circumstances which exist only at the Aurora office, the Employer will contract with the City of Aurora for the purchase of permits for 10 hour meters for those staff in the Aurora office wanting these permits. Staff who are assigned permits will be required to use these permits or lose the privilege of having a permit for those meters.
3. The Employer will install a security door in the DeKalb office.
4. JJC Evaluations – The two midnight supervisors will be completing the evaluations for the permanent midnight staff. The proposed third shift evaluation form is attached.
5. Vacant Offices – Vacant offices space shall be offered to Probation Officers in accordance with seniority in each specific unit classification as determined by the Employer for a particular location.
6. Flex Time – Flex time shall be administered and utilized in accordance with Kane County's current policy.
7. Bischof Law – Due to the implementation of the Cindy Bischof bill, there may be a need for 24/7 coverage in the event of GPS equipment problems for those ordered onto GPS as a result of Violation of Order of Protection. While the vendor will provide 24/7 monitoring of the offender and provide information to the local police for dispatch, Court Services may be required to respond to the equipment issues. Staff will be called out while on-call only for equipment issues, and only for those issues related to offenders placed on GPS in relation to the Bischof Law.

Kane County Court Services is proposing an "on-call" system for the Electronic Monitoring Unit only. The Employer will determine when on-call is needed, and will then designate employees to be on-call in accordance with the on-call provisions set forth below. However, because the Law is new, the future needs of

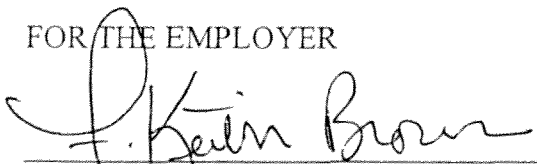
the on-call system cannot be predicted at this time. "On-call" work will be implement as follows: Staff would be assigned on a rotating basis by the work week to be "on-call." Scheduled days off shall also be covered on a rotating basis. Staff would be paid for 2 hours of their regular pay for each day they are scheduled on call. This would be the maximum paid if there is no need to go out on an equipment call. If staff must go out on a call, they will be paid a minimum of 2 hours at 1½ times their regular hourly rate, and if more than two hours they will be paid 1½ times their hourly rate of pay for actual time from their home to the call and back to their home. However, if they are called out, they will not be paid the 2 hours of regular pay in addition to the overtime pay required for the call response. If staff must be on call for holidays, they will receive their regular holiday pay, in addition two hours at straight time for being on call. If called out, they will be paid 1½ times their rate of pay for any hours they work, and they will be paid for a minimum of two hours, but this will be in lieu of the two hours straight time.

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

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

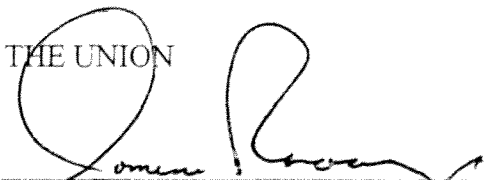
8. Furloughs will not be implemented for bargaining unit members during the two years covered by this agreement.

FOR THE EMPLOYER

  
\_\_\_\_\_

Date: 8-13-09

FOR THE UNION

  
\_\_\_\_\_

Date: 8/3/09



JOB TITLE:  
3RD Shift Youth Counselor

DATES:  
NAME:

WEIGHT ASSIGNMENT	JOB DESCRIPTION	POINTS				
		100	125	150	175	200
200	<b>SAFETY AND SECURITY PROTECTION</b> Has sufficient knowledge of the room check monitoring system which includes: use of the "Pipe" system to effect accurate, on-time room checks per the standard procedure. Accurate and legible recording of room checks and of incident codes. Efficient and purposeful motivation to complete thorough building searches as designated by policy and procedure.	100	125	150	175	200
100	<b>DESK MONITORING</b> Remains awake and alert at all times. Adheres to supervision expectations by remaining in resident living units when not conducting other assigned duties. Immediately reports and documents all violations that occur under their supervision via Incident Reports and directly to a supervisor.	50	63	75	88	100
200	<b>PROCEDURES</b> Follows the established policies and procedures as written. Participates in the development, maintenance and modification of procedures based on building needs.	100	125	150	175	200
150	<b>REPORTING</b> Writes entries or edits the Daily Population Report, daily log, CCR log, Shift Exchange forms, time accounts, etc., that are specific, accurate, descriptive, and complete; records events as they occur or as soon as practical after an event or occurrence. Recording should be maintained in logs, ledgers, medical records, folders, file reports, etc., as required by policy. As applies, accurately completes Challenge Paperwork, including filing, via the computerized database.	75	94	113	132	150
75	<b>CLIENT INTERACTION</b> When there is interaction with residents, remains professional, courteous and attentive to their needs. When confronted with difficult clients and potential crisis situations, utilizes verbal and non-verbal communication skills to motivate and facilitate positive behavioral change.	38	47	57	66	75
100	<b>ADMISSIONS</b> Assures that all admissions, releases and authorization data is completed fully, accurately and recorded as soon as practical after the admission, release or authorization occurs. Admissions must be completed and parents (P.O., DCFS, etc. if custody elsewhere) notified per policy and procedure.	50	63	75	88	100
100	<b>LAUNDRY</b> Routinely and/or per policy completes stocking of hygiene products, resident clothing, paperwork, etc. for the specific purpose of hygienic compliance and uninterrupted record keeping by all shifts. Washes and dries all leftover resident laundry and assorted items for kitchen use. Nightly delivery of all completed clothing, etc. to designated units/areas.	50	63	75	88	100
50	<b>TRAINING</b> Attends and participates in all mandatory training, meetings and programs as required, promptly, and prepared; expresses ideas and participates constructively in discussion, listens to others and assists in issue resolution. Actively participates in programs with a positive attitude.	25	32	38	44	50
25	<b>SPECIAL ASSIGNMENTS</b> Performs special assignments/projects outside the boundaries of routine responsibilities that enhance the effectiveness of the department.	13	16	19	22	25
1000	<b>TOTAL POINTS</b>	[Empty Box]				

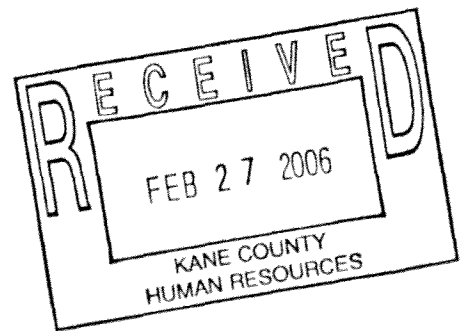
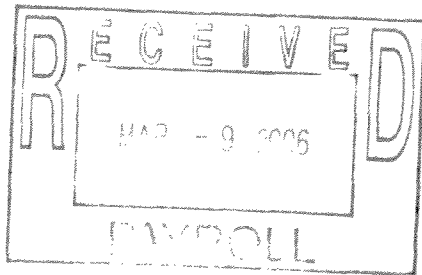


**AGREEMENT**

**CHIEF JUDGE – SIXTEENTH JUDICIAL CIRCUIT,  
COURT SERVICES**

**and**

**GENERAL CHAUFFEURS, SALES DRIVERS, AND HELPERS  
LOCAL UNION NO. 330**



**EFFECTIVE DECEMBER 1, 2005 THROUGH NOVEMBER 30, 2008**

TEAMSTERS LOCAL 330 EXECUTIVE BOARD  
2400 BIG TIMBER RD., BLDG. B, SUITE 201  
ELGIN, IL 60123  
(847-695-1516)

**DOMINIC ROMANAZZI**  
**PRESIDENT**

JIM HICKEY  
VICE PRESIDENT

SAM CAMPUS  
SECRETARY/TREASURER

TIM BARKEI  
RECORDING SECRETARY

TRUSTEES  
JIM OLSZEWSKI  
SERETHA HOLLINGSWORTH  
ROY McCASLIN

**INDEX**

ARTICLE I.	PURPOSE .....	1
ARTICLE II.	RECOGNITION.....	2
ARTICLE III.	NEW CLASSIFICATIONS .....	3
ARTICLE IV.	MANAGEMENT RIGHTS.....	3
ARTICLE V.	NONDISCRIMINATION .....	5
ARTICLE VI.	UNION SECURITY .....	6
ARTICLE VII.	VISITATION AND BULLETIN BOARDS.....	7
ARTICLE VIII.	SENIORITY.....	8
ARTICLE IX.	HOURS OF WORK .....	9
ARTICLE X.	OVERTIME .....	11
ARTICLE XI.	HOLIDAYS .....	13
ARTICLE XII.	DISCIPLINE .....	14
ARTICLE XIII.	VACATIONS.....	15
ARTICLE XIV.	INSURANCE .....	15
ARTICLE XV.	PENSIONS.....	16
ARTICLE XVI.	ASSOCIATION DUES.....	16
ARTICLE XVII.	JUVENILE JUSTICE CENTER.....	17
ARTICLE XVIII.	QUALITY OF WORK LIFE .....	18
ARTICLE XIX.	LEAVES OF ABSENCE .....	20
ARTICLE XX.	GRIEVANCE PROCEDURE/ARBITRATION.....	22
ARTICLE XXI.	NO STRIKE - NO LOCKOUT.....	25
ARTICLE XXII.	LIMITATIONS OF AGREEMENT .....	27
ARTICLE XXIII.	SUBCONTRACTING .....	27
ARTICLE XXIV.	WAIVER.....	28
ARTICLE XXV.	WAGES AND EVALUATIONS.....	29
ARTICLE XXVI.	UNIFORMS .....	30
ARTICLE XXVII.	AUTOMOBILE USAGE .....	31
ARTICLE XXVIII.	TERM AND SIGNATURE .....	31
SCHEDULE A	WAGE SCHEDULE.....	33
SCHEDULE B	MONTHLY FEEDBACK REPORT .....	35
SCHEDULE C	GRIEVANCE.....	36

## AGREEMENT

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

### ARTICLE I.

#### 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 II.**

**RECOGNITION**

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

Probation Officer/Adult

Probation Officer/Juvenile

Drug Rehabilitation Court Officers

Heightened Imposed Probation Officers

Youth Counselors

CRS Officers

Homebound Officers

Electronic Monitoring

Domestic Violence Officers

Expressly excluded from the aforesaid bargaining unit are food service employees, seasonal, part time employees operating under a grant program, office clericals, supervisory, confidential, and management classifications and employees as defined by the Labor Act.

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

### ARTICLE III.

#### NEW CLASSIFICATIONS

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

The Employer shall determine the proposed salary grade in relationship to:

- (a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employer's work force;
- (b) Like positions with similar job content and responsibilities within the Kendall, DeKalb and Kane County Government System if available otherwise to the Kendall, DeKalb and Kane County Labor Market generally; and
- (c) Significant differences in working conditions to comparable position classifications.

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

### ARTICLE IV.

#### MANAGEMENT RIGHTS

Except as amended, changed, or modified by a provision of this Agreement, subject to the general administrative and supervisory authority of the Illinois Supreme Court, the Chief



Judge and his agents retain all the management rights and prerogatives they had prior to signing this Agreement either by law, custom, practice, usage, or precedent, to manage and control the judicial system in the Counties. Such rights and prerogatives include, but are not limited to the following:

- (a) to plan, direct, control, manage, determine, and set standards for all functions, operations, and services of the Judiciary;
- (b) to establish the qualifications for employment and to employ employees;
- (c) to determine and establish reasonable rules of conduct and work rules;
- (d) to determine and establish work schedules and assignments;
- (e) to hire, promote, transfer, demote, evaluate, reassign, supervise, direct, schedule and assign employees to positions and to create, modify and eliminate positions within the Judiciary;
- (f) to take disciplinary actions against nonprobationary employees for just cause;
- (g) to determine the hours of work and shifts per workweek;
- (h) to establish reasonable work and productivity standards and to amend such standards;
- (i) to lay off employees because of lack of work or funds or other legitimate reasons; or to change or eliminate methods, equipment, and facilities for the improvement of operations;
- (j) to determine the size and composition of the work force;
- (k) to determine the methods, means, organization, and number of personnel by which such operations and services shall be provided;
- (l) to contract out for goods and/or services;

- (m) to take whatever action is necessary to comply with state and federal law;
- (n) to maintain the efficiency of Judiciary operations and services;
- (o) to take whatever action is necessary to carry out the functions of the Judiciary in emergency situations; and
- (p) to set its overall budget.

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

## ARTICLE V.

### NONDISCRIMINATION

#### Equal Employment Opportunity

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

#### Prohibition Against Discrimination

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

#### Union Membership or Activity

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

## ARTICLE VI.

### UNION SECURITY

#### Maintenance of Membership

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

#### Fair Share Deductions

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

#### Religious Exemption

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share, shall be paid to a nonreligious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable

organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.

#### Notice and Appeal

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

#### Indemnification

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

### **ARTICLE VII.**

#### **VISITATION AND BULLETIN BOARDS**

##### Union Access with Notification

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

## Bulletin Boards

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

## ARTICLE VIII.

### SENIORITY

Seniority is defined as the length of continuous service of an employee for the County within the Court Services Department since the employee's last date of hire. Continuous service for purposes of the Youth Home regarding selection of shifts and days off shall mean continuous service time worked in the Youth Home. In the event an employee is transferred from another County department to the Court Services Department, he/she enters Court Services as an employee with the least departmental seniority, however, the transferred employee does not lose his/her County seniority.

Newly-hired employees shall be considered probationary during the first six (6) months of their employment with the Court Services Department and have no right to use the Grievance Procedure in the event of discharge.

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

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

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

### **ARTICLE IX.**

#### **HOURS OF WORK**

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

The normal hours of work for Court Services employees consists of a five (5) day, Monday through Friday, thirty-seven and one-half (37-1/2) hour workweek. All Court Services Offices are expected to be open from 8:30 a.m. through 5:00 p.m.

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

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

Employees may be provided with up to a one (1) hour unpaid lunch.

B. Youth Home

1. The shifts for the Youth Home are normally scheduled during the hours set forth below:

Days 7:00 a.m. - 2:45 p.m.

Evening 2:30 p.m. - 11:30 p.m.

Nights 11:30 p.m. - 7:00 a.m.

The Employer agrees to post all shift openings within forty-five (45) days.

2. Youth Home switching of hours will be allowed under the following provisions:

- a. All switches must occur in the same week.
- b. No double shifts.
- c. Requests must be submitted in writing or using Youth Home form with both parties signing.
- d. Requests submitted to supervisors within twenty-four (24) hours prior to the requested switch.
- e. Requests must be approved by a supervisor based on building needs.

3. The Employer will attempt to give reasonable advance notice of shift changes. However, the parties recognize that building needs, including but not limited to emergencies, sick calls, and staffing requirements, frequently require short advance notice.

4. Unless employees have selected a shift otherwise, the Employer will attempt to schedule staff in such a manner as to avoid turnarounds by exploring all other

reasonable alternatives prior to scheduling an employee to work twice in the same 24-hour period.

5. Work Scheduling will be as follows:

- a. Schedules will be posted two (2) weeks in advance of implementation. Staff must submit time off requests at least three weeks in advance of schedule implementation.
- b. The Employer will agree to make every reasonable effort not to schedule staff for more than seven (7) days in a row without mutual agreement by the Employer and the employee.

6. Employees must use any available holiday time off within ninety (90) days from the last day under the current monthly schedule in which the holiday was earned. Provided however, employees shall be allowed to reserve and use a maximum of one (1) unscheduled holiday in a calendar year to be used at the employee's discretion under the Employer's day off scheduling procedures.

7. The Employer will provide name tag identification (IDs) to Youth Home employees and to employees in DeKalb County. In addition, employees will be permitted, in coordination with the Employer, to obtain identification badges at the employees' cost.

## ARTICLE X.

### OVERTIME

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



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

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

If the Employer determines that compensatory time off is to be used as the method of paying employees for overtime work, the overtime rate of pay shall be one and one-half (1-1/2) hours compensatory time off for each hour of overtime work. If compensatory time off is used, it shall be by mutual agreement, but the taking of time off shall not be denied to an employee except in such cases where the Employer determines there is a legitimate operational need for such denial. In the event of emergencies, all reasonable efforts will be made to accommodate the employee's request to utilize accumulated compensatory time off. Requests for use of accumulated compensatory time, including whether such requests were granted or denied, and the rationale therefore, shall be maintained by the Employer. The Employer will make every reasonable effort to grant or deny compensatory time requests by the end of the employee's next regularly scheduled shift.

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

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

## ARTICLE XI.

### HOLIDAYS

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

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

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

If for any reason the Employer requires an employee to work on any holiday, the employee will be paid at his/her straight-time rate for all hours worked on the holiday, plus his/her regular holiday pay. Youth Home employees who work on a holiday shall receive another day off in lieu of holiday pay, in accordance with past practice.

If a holiday falls within an employee's scheduled vacation, such employee, if otherwise eligible, shall be granted an additional day of vacation.

**ARTICLE XII.**

**DISCIPLINE**

**Termination and Disciplinary Action**

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

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

For discipline other than oral or written reprimands, before final notification to the employee of the contemplated measure of discipline to be imposed, the Employer shall meet with the employee involved and will inform the employee of the reason for such contemplated disciplinary action, including, if appropriate, any names of witnesses and copies of pertinent documents. Employees shall be informed of their rights to Union representation and shall be entitled to such, if so requested by the employee. The employee and the Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline. The Union will have up to three (3) days' notice prior to the pre-disciplinary meeting unless the severity of the offense warrants otherwise. Where appropriate, reasonable extensions of time for rebuttal purposes will be allowed when requested.

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

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

### ARTICLE XIII.

#### VACATIONS

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

### ARTICLE XIV.

#### INSURANCE

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

B. For each year of this Agreement Kane County employees will contribute through payroll deductions the employee premium amount (as established each year by the Kane County Board) for the Kane County health insurance plan chosen by the employee. Employees who elect to participate in any health insurance plan offered through Kane County are bound by the policies, guidelines and policy amounts defined within the respective plan chosen. The Employer agrees in Kane County only to maintain current employee contribution levels through November 30, 2006.

C. Should the County adopt plans or policies which affect employee's insurance benefits (including what is commonly referred to as a flexible benefit program), employees of Court Services in Kane county shall have the option to participate in the same plans or programs in the same manner as other Kane County employees.

D. During the term of this Agreement should any other group of Kane County employees covered by the County Health Plan receive extra benefit or cost improvements, not to

include the Highway Department, employees of Kane County who are in the bargaining unit will be provided with the same benefit or cost improvements.

E. In Kane County, the insurance contribution levels and benefit levels in effect as of the signing of this Agreement shall remain in effect until the parties have fully negotiated over these issues. Provided however, an insurance re-opener shall be effective in each respective County each Plan Year.

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

#### ARTICLE XV.

##### PENSIONS

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

#### ARTICLE XVI.

##### ASSOCIATION DUES

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

ARTICLE XVII.

JUVENILE JUSTICE CENTER

A. Documentation

When the Department of Corrections or the Administrative Office of Illinois Courts provides the Juvenile Justice Center with documentation that legally mandates changes to the work rules and/or policy and procedures, that documentation would be provided to the union.

B. Safety Committee for the Juvenile Justice Center

A Juvenile Justice Center Safety Committee shall be established as follows:

One (1) Juvenile Justice Center Assistant Superintendent

One (1) Teamster representative or Union Steward

Two (2) Youth Counselors (one chosen by JJC Administration)

Two (2) Juvenile Justice Center Supervisors (one chosen by Teamster Union)

The Assistant Superintendent will chair the Committee. The Committee will meet on an as needed basis. The Committee has no authority to change policy or procedure but will act as a fact finding, exploratory and an advisory group to the Superintendent. The Juvenile Justice Center will provide a meeting place for the Committee. The meeting will be scheduled when the staff are working.

C. Training

Annual training will be provided by the Employer to all Youth Counselors on how to correctly operate the safety equipment at the Juvenile Justice Center; specifically the tie down gurney, shield, and all protective body gear.

**ARTICLE XVIII.**

**QUALITY OF WORK LIFE**

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

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

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

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

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

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

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

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

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

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



## ARTICLE XIX.

### LEAVES OF ABSENCE

#### Eligibility Requirements

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

#### Application for Leave Without Pay

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

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

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

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

#### Failure to Return From Leave of Absence

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

### Applicability of Law

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

### Bereavement Leave

The Bereavement Leave policy of each county shall continue to apply to those employees working in said county.

### Kane County Sick Leave

The Kane County Sick Leave Policy which was in effect during the term of the last Agreement shall be changed to provide:

Employees will be credited with five (5) short-term sick leave days if they have completed twelve (12) months of continuous service as of December 1. If less than twelve (12) months of continuous service as of December 1 of the applicable sick year, the employee will be credited with sick leave at a rate of one and one-quarter (1¼) days for each remaining calendar quarter within that year once they have completed six (6) months of County employ.

Unused Short-Term Sick Leave/Carry-Over and Payment at Termination -- Short-term sick leave will not accumulate from year to year. At the end of the sick leave year, all unused short-term sick leave for non-exempt employees will roll over into extended sick leave. Provided however, employees' at their option, pursuant to procedures established by the Employer, will be permitted to cash in up to five (5) unused short term sick days at the conclusion of each subsequent fiscal year. Upon termination, non-exempt employees will be paid for any unused short-term sick leave at the rate of one day for every quarter worked in the benefit year provided they give fourteen calendar days' notice.

Extended Sick Leave Utilization -- Unlike short-term sick leave, extended sick leave is intended to provide employees with protection during periods when the employee is under a doctor's care at home or is hospitalized. Extended sick leave is to be used during periods of personal injury, illness or maternity until IMRF disability benefits begin.

An employee may utilize extended sick leave for himself/herself prior to utilizing short-term sick leave if the employee has a serious health condition and is under a doctor's care at home or in the hospital. A doctor's certification is required to support the request for extended sick leave.

## ARTICLE XX.

### GRIEVANCE PROCEDURE/ARBITRATION

#### Intent of Parties

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

#### Definition and Process

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

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

Employer shall give its answer to the employee, and/or the Union representative, within five (5) working days after the presentation of the grievance in Step 1.

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

Step 3. If the grievance is not resolved at Step 2, the Union shall have ten (10) working days after the Employer's answer to move the grievance to the next step. The grievance shall be presented to the Executive Director. The Union and the Employer shall meet in an attempt to resolve the grievance prior to any further action being taken. The Employer shall give an answer to the employee, and Union representative, within five (5) working days of the conclusion of the Step 3 meeting.

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

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

#### Employer's Failure to Respond

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

#### Waiver

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

### **Binding Resolution of Grievances**

#### Referral to Arbitration

If the grievance is not settled in Step 4, or no answer is given within the specified time, the Union may request by written notice to the Chief Judge, within five (5) working days after his receipt of the Step 4 answer, or after such answer was due, whichever occurs first, that his grievance be resolved by binding arbitration.

#### Arbitration

Within ten (10) working days after the receipt by the Chief Judge the Union's request to proceed to Step 5 of the grievance procedure by electing final and binding resolution of the grievance by arbitration, the Chief Judge or his Designee and Union representative shall meet to select a mutually agreed to arbitrator. If the parties fail to select an arbitrator, the State or Federal Mediation and Conciliation Service shall be requested by either or both parties to

provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

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

## **ARTICLE XXI.**

### **NO STRIKE - NO LOCKOUT**

#### **Strike Prohibited**

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

#### **Prohibition of Union Participation**

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

### Union Liability and Duty

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

- (a) Advise the Employer in writing that such action by the employees has not been called or sanctioned by the Union.
- (b) Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.
- (c) Post notices at Union Bulletin Boards advising that it disapproves of such action and instructing employees to return to work immediately.

### Discharge for Violation

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

### No Lockout

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

### Employer's Judicial Remedies

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

**ARTICLE XXII.**

**LIMITATIONS OF AGREEMENT**

Judicial Powers

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

Savings Clause

If any Article of this Agreement or any addenda thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall immediately negotiate a substitute for the invalidated Article or portion thereof.

**ARTICLE XXIII.**

**SUBCONTRACTING**

General Policy

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



## Notice and Discussion

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

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

## ARTICLE XXIV.

### WAIVER

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

ARTICLE XXV.

WAGES AND EVALUATIONS

Wages

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

Evaluations

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

Each employee in the Court Services Department shall be evaluated on an annual basis. The Job Responsibility and Performance Standards (the 5 point system) will be used during the term of the Agreement. An employee's performance evaluation shall be reviewed with the employee and the employee's comments shall be taken into consideration. In addition, the currently agreed upon Monthly Feedback Report for the Youth Counselors is attached as Schedule B.

An employee's signature shall signify only that he or she has been given his or her performance evaluation; the employee's performance evaluation may not be altered subsequently without the employee's concurrence.

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

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

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

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

#### Joint Committee

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

### ARTICLE XXVI.

#### UNIFORMS

A. Subject to the discretion of the Judge(s), Youth Counselors will be allowed to wear their county shirts and khaki-type pants in the Courtrooms (no jean pants).

B. Subject to the discretion of the Judge(s), Probation Officers will be subject to the dress code.

C. Damage Reimbursement – Items of clothing/uniforms that are damaged or destroyed during an emergency shall be replaced by the Employer (not to exceed a total of \$100 per incident). This provision shall not include jewelry type items. The parties further agree that this provision shall cease at the conclusion of this Agreement so the Employer can evaluate the cost impact and determine whether the language should be continued in any successor agreement.

**ARTICLE XXVII.**

**AUTOMOBILE USAGE**

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

**ARTICLE XXVIII.**

**TERM AND SIGNATURE**

Term of Agreement

This Agreement shall remain in full force and effect until November 30, 2008. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than one hundred and twenty (120) days nor less than ninety (90) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Continuing Effect

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

Procedure on Notice of Termination

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

provided for in this Agreement shall be served upon the other party by registered mail, return receipt requested.

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

FOR THE EMPLOYER:

FOR THE UNION:

1 Donald C. Wilson  
Asst. Chief Justice  
Date: 2/24/06

Dominic Ramanuzzi  
Date: 2/23/2006

## SCHEDULE A

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

<u>Step</u>	<u>Special Units</u>	<u>Probation Officers</u>	<u>Youth Counselors</u>
0	\$33,561.12	\$31,500.00	\$31,500.00
1	\$34,799.01	\$32,221.75	\$32,221.75
2	\$36,400.63	\$33,704.76	\$33,704.76
3	\$38,075.98	\$35,256.02	\$35,256.02
4	\$39,828.43	\$36,878.68	\$36,878.68
5	\$41,661.54	\$38,576.03	\$38,576.03
6	\$43,579.01	\$40,351.49	\$40,351.49
7	\$45,584.74	\$42,208.68	\$42,208.68
8	\$47,682.78	\$44,151.33	\$44,151.33
9	\$49,877.39	\$46,183.40	\$46,183.40
10	\$52,173.00	\$48,309.00	\$48,309.00

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

When staff transfer from a regular probation or JJC position to a Special Units position, they will be slotted into the Special Units step plan at the step closest to their current salary that

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

**SCHEDULE B**

**MONTHLY FEEDBACK REPORT**

**MONTH:**

**STAFF:**

**SUPERVISOR:**

**DATE ISSUED:**

**RESIDENT SUPERVISION** (behavior management/crisis intervention/rapport development):



**DOCUMENTATION** (admission/releases/authorizations/court reports/record keeping):



**PROGRAM SUPPORT** (policy & procedure compliance/program participation/special projects):



**POSITIVE COMMENTS** (work performance recognitions/accomplishments):



**AREA OF IMPROVEMENT** (policy & procedure counselings/supervisor concerns):



**GENERAL COMMENTS:**

**STAFF COMMENTS:**

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Youth Counselor Signature (of receipt)  
Feel free to respond on the Monthly activity sheet



**SCHEDULE C**

**GRIEVANCE**

**Employee's Information**

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Date: \_\_\_\_\_ Time of Report: \_\_\_\_\_

**Company Information**

Company: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Direct Supervisor: \_\_\_\_\_

**Section of Contract or Company Policy/Procedure Violated:** \_\_\_\_\_

\_\_\_\_\_

**Nature of Grievance:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Settlement Request:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Page: \_\_\_\_\_ of \_\_\_\_\_

## SIDE LETTER AGREEMENT

This Side Letter Agreement is entered into by and between Chief Judge – Sixteenth Judicial Circuit Court Services and General Chauffeurs, Salesdrivers, and Helpers Local Union No. 330 and is effective during the term of the Collective Bargaining Agreement between the parties which currently expires on November 30, 2008

It is agreed as follows:

1. Article XIX, Kane County Sick Leave Policy – the parties agree that this Section only may be reopened for negotiations if the County Board changes the current sick leave policy.
2. The parties agree that the Dress Code for Court Services shall be revised to reflect the following:
  - a. Men's dress code revisions – Men will be allowed to wear a collared shirt with no tie while in the office. This does not have to be the County shirt. However, no Hawaiian shirts are allowed. Ties and jackets remain mandatory for court.
  - b. Women's dress code revision – Women are allowed to wear calf-length dress Capri pants in the office, but not in court. No hosiery will be required from May until Labor Day, but standard court attire, including hosiery, is required. No thong-type sandals are permitted.
  - c. Both Dress codes – Dress down county shirts may be worn every day. No additional shirts will be supplied. However, staff may purchase additional shirts, which would say "Kane County" as opposed to "Kane County Court Services," which would then allow the staff to keep their shirts when they leave Court Services employment.
  - d. Staff found in violation of the dress code will be directed to go home and return wearing proper attire. If this occurs, the employees will have to use their own benefit time to go home and change.
  - e. The compliance with the dress code will be reviewed and this issue could be reopened at the request of the Chief Judge, in which case, the parties will meet to negotiate possible changes.
3. Due to the special circumstances which exist only at the Aurora office, upon receipt of Personal Expense vouchers submitted by March 15, June 15, September 15, and November 15, employees will be reimbursed \$15 quarterly to offset the cost of parking at a site of their choice. Reimbursements will be prorated based upon the number of months employed during that quarter.

4. The parties agree that Jim Olszewski and Mary Hyatt will meet to formulate a revision of the representation on the Quality of Work Life Committee to ensure that all offices and the JJC are involved in the Committee.

5. Safety issues will be addressed as follows:

Power locks will be installed on the two cars in the fleet not having this feature. For the Aurora office, at a minimum, a lock and key system will be installed in the two doors accessing the lobby from the offices. The Employer will check with the landlord to determine whether additional modifications can be made. In DeKalb, staff will be issued keys to their offices and are responsible for replacement costs if keys are lost or stolen. Finally, a form will be made available to report defective equipment.

6. Regarding Work Schedules at the JJC, the Employer will correct scheduling errors caused by the Employer where employees are mistakenly scheduled for a double-shift.

7. Regarding Training at the JJC, Youth Counselors will not be required to actively train new staff. This does not include true shadowing or observing employees at work. Employees may volunteer to be more actively involved in assisting new employees if desired.

8. Regarding the Sick Time Call-In procedures at the JJC, the following shall apply:

Employees on the first shift may call in as early as 10:00 p.m. the evening prior to the first shift. Staff on second and third shifts may call in as early as 6:00 a.m. on the day of the shift. Staff cannot call in any later than 6:00 a.m. for the first shift; 11:00 a.m. for the second shift; and 7:00 p.m. for the third shift.

FOR THE EMPLOYER

1 Daniel E. [Signature]  
As Chief Judge only  
Date: 2/24/06

FOR THE UNION

[Signature]  
Date: 2/23/2006

