

COLLECTIVE BARGAINING AGREEMENT

FILED

BETWEEN

JAN 30 2009

CHIEF JUDGE OF THE SEVENTH JUDICIAL CIRCUIT
MACOUPIN COUNTY CLERK

AND

ILLINOIS FRATERNAL ORDER OF POLICE

ON BEHALF OF EMPLOYEES OF THE

MACOUPIN COUNTY PROBATION DEPARTMENT

Effective: September 1, 2008 through August 31, 2011

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AGREEMENT

This agreement is entered into by and between the Chief Judge of the Seventh Judicial Circuit (hereinafter referred to as the "Employer") and the Illinois Fraternal Order of Police Labor Council on behalf of the Adult and Juvenile Probation Officers and Probation Secretaries working in Macoupin County (hereinafter referred to as the "Council").

PREAMBLE

WHEREAS, the parties desire to establish harmonious relations through a mutual process, to provide fair and equitable treatment of employees, and to promote the equality and continuance of public service while fully recognizing the value of employees as they perform vital and necessary work; and

WHEREAS, it is the purpose of the Agreement to set forth the wages, hours, and other conditions of employment, to establish a peaceful procedure for the resolution of disputes, and to effectuate the public policy of the State of Illinois in favor of the self-organization of employees for mutual aid and protection; and

WHEREAS, the parties recognize the constitutional 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 and inherent powers of the Judicial Branch; and

WHEREAS, the parties recognize the central role of the Chief Judge 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 1
RECOGNITION

The Employer recognizes the Council as the sole and exclusive bargaining representative in all matters concerning and pertaining to wages, hours of work, and other terms and conditions of employment for employees in the positions described below as certified by the Illinois State Labor Relations Board, case #S-RC-96-32:

Included: All Adult and Juvenile Probation Officers and Probation Secretaries working in Macoupin County.

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

ARTICLE 2

MANAGEMENT RIGHTS

Except as expressly amended, changed or modified by a provision of this Agreement, subject to the general administrative and supervisory authority of the Illinois Supreme Court, and subject to the Illinois Public Labor Relations Act, the Chief Judge retains traditional and constitutional rights to operate the Judiciary. The Chief Judge retains the respective rights as Employer enumerated below and as modified by the Illinois Public Relations Act. Such management rights include, but are not limited to the following:

- (A) to plan, direct, control, and determine all operations and services of the Judiciary;
- (B) to supervise and direct employees;
- (C) to establish the qualifications for employment and to employ employees;
- (D) to establish reasonable work rules and work schedules and assign such;
- (E) to hire, promote, transfer, schedule, and assign employees in positions and to create, combine, modify, and eliminate positions within the Judiciary;
- (F) to suspend, demote, discharge, and take other disciplinary action against employees for just cause (with the exception of probationary employees, who may be discharged without cause);
- (G) to establish reasonable work and productivity standards and, from time to time, amend such standards;
- (H) to lay-off employees due to lack of work or funds or for other legitimate reasons;
- (I) to assign overtime;
- (J) to contract out for goods and services;
- (K) to maintain efficiency of operations and services of the Judiciary;
- (L) to determine the methods, means, organization, and number of personnel by which such operations and services shall be provided;
- (M) to maintain efficiency of the Employer's operations;
- (N) to take whatever action is necessary to comply with State and Federal law;
- (O) to change or eliminate methods, equipment, and facilities for the improvement of operation;

- (P) to determine the kinds and amounts of services to be performed as it pertains to operations, and the number, and kind of classifications to perform such services;
- (Q) to determine the methods, means, and personnel by which operations are to be conducted; and,
- ~~(R) to take whatever action is necessary to carry out the~~
functions of the Judiciary in emergency situations.

ARTICLE 3

NON-DISCRIMINATION

Section 3.1 Prohibition Against Discrimination

The Employer and the Union shall not discriminate against any employee covered by this agreement in a manner which would violate any applicable laws. If, prior to filing a grievance under this section, or while a grievance proceeding concerning this section is in progress, an employee seeks resolution of the matter in any other forum, whether administrative or judicial, the Employer shall have no obligation to entertain or proceed further with this matter pursuant to the grievance procedure. The Employer will continue to provide equal opportunity for all employees, and develop and apply equal employment practices.

Section 3.2 Union Membership

Neither the Employer nor the Union shall interfere with the right of employees covered by the Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of Union membership or non-membership or the exercise of their lawful rights.

ARTICLE 4

NO STRIKE - NO LOCKOUT

Section 4.1 Strike Prohibited

Neither the Council nor any employee will call, initiate, authorize, participate in, sanction, encourage or ratify any strike, sit-in, slowdown, sympathy strike, cessation or work stoppage or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement, other than as may be provided for in the Illinois Public Labor Relations Act of 1986 or as may be revised from time to time. Neither the Council nor any employee shall refuse to cross any picket line, by whomever established.

Section 4.2 Prohibition of Union Participation

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

Section 4.3 Resumption of Operations

In the event of action prohibited by Section 1, above, the Council immediately shall disavow such action and instruct the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations.

Section 4.4 Discipline of Strikers

Any employee who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee who participates in action prohibited by Section 1 above, shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an employee, in fact, participated in a prohibited action shall be subject to the grievance and arbitration procedure.

Section 4.5 No Lockout

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

Section 4.6 Employer's Judicial Remedies

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

ARTICLE 5
DISCIPLINE

Section 5.1 Definition

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

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

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

Section 5.2 Just Cause

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

Section 5.3 Pre-Disciplinary Meeting

For discipline other than oral or written reprimands, prior to imposing the contemplated measure of discipline upon the employee, the Employer shall meet with the employee involved and inform him or her of the reason for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. Employees shall be entitled to Council representation if so requested by the employee, and the employee and Council representative shall be given the opportunity to rebut or clarify the reasons for such discipline. If the employee does not request Council representation, a Council representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings, unless such presence is objected to by the employee. Pre-disciplinary meetings shall be conducted during an

employee's normal hours of work.

Section 5.4 Notification & Measure of Disciplinary Action

- (a) In the event disciplinary action is taken against an employee, other than the issuance of an oral or written reprimand, ~~the Employer shall furnish the employee in~~ writing with a clear and concise statement of the reasons thereof.
- (b) An employee shall be entitled to the presence of a Council representative at any interview during the investigation if he or she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him or her.
- (c) Employees shall be given notice by the Employer when a formal, written warning or other discipline document is permanently placed in their personnel file. Such notice shall be given within five (5) working days of permanent placement. A copy of the written warning or disciplinary documentation shall be delivered to the employee, at which time the employee may prepare a written reply to the written warning or disciplinary documentation. The written reply shall be permanently attached to the written warning or other disciplinary documentation prior to placement in an employee's personnel file. Upon receipt of such copy, the employee shall acknowledge such receipt by initialing and dating the original. The employee's acknowledgment of receipt shall not be interpreted as agreeing to the appropriateness of the disciplinary document nor its placement in the employee's personnel file. Should the employee refuse to acknowledge receipt of their copy, the supervisor shall indicate this on the original, enter the date of refusal, and file the disciplinary documentation in the employee's personnel file as though the employee had acknowledged receipt.

Section 5.5 Suspension Pending Discharge

If the Employer believes that there may be just cause for discharge, the affected employee may be suspended without pay for up to thirty (30) calendar days pending the decision whether or not to discharge the employee. Both the employee and the Council will

be notified in writing that the employee is being suspended and is subject to discharge. If the Employer decides that discharge is not appropriate, the employee shall be reinstated, subject to the determination by the Employer of appropriate discipline.

Section 5.6 Review of Discipline

Subject to the limitations noted below, nothing contained in this Article, nor any actions taken thereunder, nor any discipline imposed upon an employee, nor any just cause, due process or contractual defense shall be subject to the grievance or arbitration procedures of this Agreement. This prohibition shall not apply to the following disciplinary actions: suspensions and discharges, may be reviewed in accordance with the following procedure:

Step 1. The employee shall submit to the Chief Managing Officer a written statement that explains why they feel the disciplinary action taken was too severe and that requests specific relief. The Chief Managing Officer shall meet with the employee and Council, unless specifically waived by the employee, within five (5) working days to discuss the issue. The Chief Managing Officer may grant or deny the relief sought either in part or in total and shall provide the employee written response of action taken. The employee retains the option to proceed to Step 2, if he/she desires. The Employee shall acknowledge receipt of the Chief Managing Officer's response and shall indicate whether or not further review (Step 2) is requested.

Step 2. If the employee is not satisfied with action taken at Step 1, the matter shall be submitted to the Trial Court Administrator within five (5) working days after receipt of the decision of the Chief Managing Officer. The Trial Court Administrator shall meet with the employee and Council, unless specifically waived by the employee, within five (5) working days or as soon thereafter as possible. The Trial Court Administrator shall consider all previous written material and the employee shall be given the opportunity to present any additional matters he/she feels are relevant. The Trial Court Administrator shall respond in writing to the employee within ten (10) working days following the meeting.

Step 3. If the employee is not satisfied with action taken at Step 2, the matter shall be submitted to the Presiding Judge of the County within five (5) working days after receipt of the decision of the Trial Court Administrator. The Presiding Judge of the

County or his/her designee shall meet with the employee and Council, unless specifically waived by the employee, within five (5) working days or as soon thereafter as possible. The Presiding Judge or his/her designee shall consider all previous written material and the employee shall be given the opportunity to present any additional matters he/she feels are relevant. The Presiding Judge or his/her designee shall respond in writing to the employee within ten (10) working days following the meeting.

Step 4. If the employee is not satisfied with action taken in Steps 1, 2 or 3, the matter may be submitted to the Chief Circuit Judge within ten (10) working days of receipt of response in Step 3. The Chief Circuit Judge or his/her designee shall be provided all previous written material. The Chief Circuit Judge or his/her designee shall provide the employee and Council, unless specifically waived by the employee, an opportunity to meet to discuss the matter within five (5) working days or as soon thereafter as possible. The Chief Circuit Judge or his/her designee shall consider all matters presented and render a written decision within fifteen (15) working days following the meeting. The decision of the Chief Judge (or designee) is final and binding on the employee and Council.

ARTICLE 6

DISPUTE RESOLUTION & GRIEVANCE PROCEDURE

Section 6.1 Definition of a Grievance

Except as provided below, a grievance is defined as any unresolved difference between the Employer and the Council or any employee covered by this Agreement regarding the meaning of this Agreement as applied. Disciplinary matters other than suspensions and discharges shall not be subject to provisions of this Article.

Section 6.2 Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and his or her immediate supervisor.

The employee shall make his or her complaint to the immediate supervisor within ten (10) working days of the date on which the employee knew or reasonably should have known of the event giving rise to the complaint. The supervisor will notify the employee of the decision within ten (10) working days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, employees shall first complete their assigned work task, and complain later, unless it is reasonably believed that the assignment will endanger their safety.

Section 6.3 Representation

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

Section 6.4 Subject Matter/Settlement

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee(s) and the date. When a grievance is settled, the settlement shall be reduced to writing and signed by

the Employer or his/her designee, the Council, and the grievant. Absent Council approval, no grievance may be settled with an individual grievant where the terms of that settlement are in violation of the terms of this Agreement.

Section 6.5 Time Limitation

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

Section 6.6 Grievance Processing

No employee or Council representative shall leave their work assignment to investigate, file or process grievances without first receiving permission from his/her supervisor. The supervisor shall not withhold permission unreasonably. In the event of a grievance, the employee shall always perform his or her assigned work task and submit the grievance later, unless the employee reasonably believes that the assignment endangers his or her safety.

Section 6.7 Grievance Meetings

A maximum of two (2) employees shall be excused from work with pay to participate in a Step 1, Step 2 or Step 3 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work hours.

Section 6.8 Steps in Procedure

Grievances arising under this Article shall be resolved as follows:

Step 1: Trial Court Administrator

If no agreement is reached between the employee and the supervisor, as provided for in Section 2 - Dispute Resolution, the grievant or the Council shall prepare a written grievance form mutually agreed to (attached as Appendix C) and present it to the Trial Court Administrator no later than five (5) working days after the employee was notified of the decision of the supervisor. Within ten (10) working days after the grievance has been

submitted, the Trial Court Administrator shall meet with the grievant and the Council representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Trial Court Administrator shall respond in writing to the grievant within ten (10) working days following the meeting.

Step 2: Presiding Judge of Macoupin County

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

Step 3: Chief Judge

If the grievance is not settled at Step 2, the grievance may be referred in writing, within five (5) working days after the decision of the Presiding Judge of Macoupin County to the Chief Judge of the Seventh Judicial Circuit. Within twenty (20) working days after the grievance has been filed, the Chief Judge and/or his/her designee shall meet with the Council and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Chief Judge or his/her designee shall respond in writing to the grievant within ten (10) working days following the meeting.

Step 4: Arbitration

If the dispute is not settled at Step 3, the matter may be submitted to arbitration by the Council, with notification to the Employer, within ten (10) working days after the Step 3 response or the expiration of the ten (10) working days after the matter has been submitted to arbitration, the Council and Employer shall jointly request the Federal Mediation and Conciliation Service (FMCS) to forward a list of recognized arbitrators. Upon receipt of such list, each party shall alternately strike a name from the list, until there is one name remaining. The remaining individual shall be the arbitrator. The order of striking names shall be determined by a coin toss. Either party reserves the right to reject one (1) panel of arbitrators.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The Employer and Council shall have the right to

request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses. Once determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the parties. Costs of arbitration shall include the arbitrator's fees and room cost. The decision and award of the arbitrator shall be final and binding on the Employer, the Council and the employee(s) involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Agreement.

ARTICLE 7

LABOR-MANAGEMENT CONFERENCES

Section 7.1 Labor Management Conferences

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

- a. Discussion of the implementation and general administration of this Agreement.
- b. A sharing of general information of interest to the parties.
- c. Discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding future grievances.
- d. Items concerning safety issues.

It is understood that the above referenced meetings are consensual. Nothing herein shall obligate the parties to meet on such matters nor shall it inhibit the parties from meeting on a less formal basis.

Section 7.2 Integrity of the Grievance Procedure

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

Section 7.3 Attendance at Labor-Management Conferences

Supervisory approval must be obtained when attending "labor-management conferences" during working hours. Council members

attending such conferences shall be limited to two (2) on-duty employees. Travel expenses associated with "labor-management conferences" shall be the responsibility of the employee.

Section 7.4 Reports and Recommendations

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

ARTICLE 8

LAYOFF AND RECALL

Section 8.1 Layoff

The Employer in its discretion shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily occur for lack of work and/or lack of funds. If it is determined that layoffs are necessary, employees will be laid off in the following order:

- (a) Volunteers whose departure would not in management's opinion unduly diminish the department's efficiency
- (b) Temporary and/or seasonal employees;
- (c) Part-time employees;
- (d) Probationary employees; and
- (e) In the event of further reductions in force, when two or more employees have relatively equal experience, skill, ability and qualifications to do the work, the employee(s) with the least seniority will be laid off first.

Section 8.2 Recall

Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled. Employees who are eligible for recall and notice of recall shall be given fourteen (14) calendar days notice of recall. The Employer shall be deemed to have fulfilled its obligations upon providing notice of recall by either personal notification or by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Chief Judge of any change of address. The employee must notify the Employer of his or her intention to return within three (3) working days after receiving notice of the recall.

ARTICLE 9
PERSONNEL FILES

Upon request of any employee, the Employer shall reasonably permit an employee to inspect their own personnel file subject to the following.

- (a) Such inspection need not occur immediately following receipt of the request, and upon Employer option may take place in the presence of a representative of the Employer;
- (b) the employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment of the reasonable costs of copying;
- (c) Such inspection shall occur at a mutually agreeable time during the normal business hours of the Macoupin County Probation Department, Monday through Friday upon reasonable request;
- (d) Upon written authorization by requesting employee, in cases where such employee has a written grievance pending, and is inspecting their own file with respect to such grievance, that employee may have a representative of the Council present during such inspection and/or may designate in such written authorization that said representative may inspect the employee's personnel file subject to the procedures contained in this Article;
- (e) Pre-employment information, such as reference reports, credit checks or information provided the Employer with a specific request that it remain confidential, shall not be subject to inspection by the employee or Council.

ARTICLE 10

HOURS AND OVERTIME

Section 10.1 Work Week

Employees are required to work thirty-seven and one half (37.5) actual working hours per week. The work week shall begin on Saturday and end on Friday. All employees will complete time sheets for submission to the Employer as per present practice. Employees will work primarily between 8:30 a.m. and 4:30 p.m., Monday through Friday, but are not precluded from scheduling early morning, evening or Saturday appointments in order to meet the needs of the clients without creating an overtime situation. Employees will not be required to meet with clients in the probation offices without other employees present. In such event, employees may begin their workday at a later starting time or end their workday at an earlier time, or otherwise take equivalent time off during the work week as defined above. Scheduling will occur during the preceding week. Flexing a schedule will require the approval of the Chief Probation Officer. Schedules will not be flexed after a work week has begun unless by mutual agreement of the employee and the Employer.

Current employees will not be required to work Saturdays, Sundays, or split shifts.

Section 10.2 Overtime

No overtime shall be performed without the express consent of a supervisor. Employees shall receive compensation for all authorized overtime hours worked. Overtime shall be calculated at a rate of one hour for each authorized hour worked between 37.6 and 40 hours per week and at a rate of 1 ½ hours for each authorized hour worked in excess of forty (40) hours in a work week. Such compensation may be in the form of pay or compensatory time. It shall be the option of the employee to choose the manner of overtime compensation provided the employees have not collectively received more than four thousand dollars (\$4000) pay for overtime worked per fiscal year. Once four thousand dollars (\$4000) has been expended to compensate authorized overtime, any additional overtime worked shall be compensated by compensatory time.

Any compensatory time earned shall be taken at a mutually agreeable time, within six months of the credit accruing, and at a time convenient to the employee and consistent with the operating needs of the Employer. If not so taken, the Employer will assign

time off following passage of the six month period. Compensatory time may be accrued up to 40 hours. Compensatory time accrued in excess of 40 hours shall be assigned by the Employer. An employee's request to use compensatory time off may not be unreasonably denied.

Section 10.3 On Call Pay

Employees required to perform on-call duty shall receive four "pager days" per fiscal year in lieu of any other compensation. There shall be no carryover of pager days.

Section 10.4 Call-Out Pay

An employee who is called out to work during an off-duty period will be compensated at the minimum rate of two hours at time and one-half, or at time and one-half for actual hours worked, whichever is greater.

Section 10.5 Training Travel

Time spent in travel to and from mandated training will be considered time spent on-duty and will be treated as hours worked.

Section 10.6 Overtime Authorization

All overtime worked in accordance with the above provisions must be authorized by the Chief Managing Officer. Overtime shall be given to an employee for such services actually performed with proper authorization.

Section 10.7 Break Periods

Lunch breaks and other breaks shall be given as per past practice. Lunch breaks of one hour will be allowed.

ARTICLE 11

SENIORITY

Section 11.1 Definition

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

Section 11.2 Probationary Period

All newly hired employees shall serve a probationary period of six (6) months. However, management may in its discretion extend the probationary period an additional six months upon notice to the employee. In such event, management must give written notice to the employee of the specific reasons for extending the probationary period. No matter concerning the layoff or termination of a probationary employee shall be subject to the grievance procedure of this Agreement. An employee serving a probationary period shall not have any seniority until the probationary period has been completed, at which time, the employee shall be granted seniority from his or her date of hire.

Section 11.3 Seniority List

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

Section 11.4 Termination of Seniority

Seniority shall be terminated when an employee:

- (a) resigns or otherwise quits;
- (b) leaves employment with the Chief Judge to be employed in another office within Macoupin County;
- (c) is discharged for just cause;
- (d) retires;
- (e) is laid off pursuant to the provisions of the applicable Agreement for a period of twenty-four months;
- (f) is absent for three (3) scheduled work days without

- proper notification or authorization; or
- (g) fails to return to work at the conclusion of an approved leave of absence.

Section 11.5 Seniority While on Leave

Employees will not accrue seniority credit for time spent on authorized unpaid leave of absence. Vacation, sick leave, holidays and other similar benefits will not be earned while on unpaid leave of absence.