

AGREEMENT

between

**CHIEF JUDGE OF THE 12th JUDICIAL CIRCUIT
WILL COUNTY PUBLIC DEFENDER OFFICE**

and

**LOCAL 124
THE INTERNATIONAL ASSOCIATION OF
MACHINIISTS AND AEROSPACE WORKERS,
AFL-CIO**

EFFECTIVE FOR THE PERIOD OF:

DECEMBER 1, 2016 through NOVEMBER 30, 2021

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
	PREAMBLE.....2
1.	RECOGNITION.....3
2.	MANAGEMENT RIGHTS.....4
3.	UNION RIGHTS.....6
4.	UNION SECURITY.....8
5.	HOURS OF WORK.....10
6.	DAILY WORK BREAKS.....12
7.	SENIORITY.....13
8.	JOB VACANCIES.....16
9.	HOLIDAYS.....18
10.	VACATIONS.....20
11.	SICK LEAVE.....24
12.	LEAVE OF ABSENCE.....27
13.	OVERTIME.....30
14.	WAGES AND BENEFITS.....34
15.	DISCIPLINE AND DISCHARGE.....44
16.	SETTLEMENT OF GRIEVANCES.....49
17.	STRIKES AND LOCKOUTS.....53
18.	OCCUPATIONAL HEALTH AND SAFETY.....54
19.	GENERAL PROVISIONS.....55
20.	AUTHORITY OF AGREEMENT.....61
21.	EXECUTION.....
	ADDENDUM: MEMO OF UNDERSTANDING (SECRETARIAL PTO)

PREAMBLE

This agreement is entered into by and between the **CHIEF JUDGE OF THE TWELFTH JUDICIAL CIRCUIT, WILL COUNTY PUBLIC DEFENDER'S OFFICE**, (hereinafter referred to as the "Employer") and **DISTRICT 8 OF THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO** (hereinafter referred to as the "Union") as the agent/representative of the bargaining unit (hereinafter referred to as the "Employees").

The purpose of the Agreement is to promote harmonious relations among the Employer, the Union, and the Employees; to establish an equitable and peaceful procedure for solving grievances of Employees; and to set forth certain terms of employment for Employees. The Union recognizes, however, that this Agreement shall in no way restrict the right of any governmental bodies or elected public officials to perform their duties and obligations required by law.

ARTICLE I
RECOGNITION

Section 1.1 – Recognition

The Employer recognizes the Union as the sole bargaining agent for Employees who are employed in the classifications indicated on Annex A, which is attached hereto and made a part hereof, in matters concerning wages, hours, working conditions, fringe benefits, and other employment issues.

Section 1.2 – New Classifications

When the Employer establishes a new classification that classification is a successor title to a classification covered by this Agreement, with no substantial changes in duties, or the new classification contains a significant part of the work now done by any of the classifications in the Bargaining Unit, the new classification shall become a part of this Agreement.

Section 1.3 – Integrity of the Bargaining Unit

The Employer recognizes the integrity of the Bargaining Unit, and shall not take any action directed at eroding it. Subject to the provisions of this Agreement, the Employer shall continue to endeavor to assign Bargaining Unit work to Bargaining Unit Employees.

Section 1.4 – Union Exclusivity

The Employer shall not meet, discuss, confer, subsidize or negotiate with any other Employee organizations or its representatives, on matters pertaining to hours, wages, and working conditions, nor shall the Employer negotiate with Employees over their hours, wages and working conditions, except as provided herein.

ARTICLE II

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 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 County. Such rights and prerogatives include, but are not limited to, the follows:

- 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 make and enforce reasonable laws of contract and regulations;
- D. to determine and establish work schedules and assignments, and the number of hours of work per week;
- E. to hire, promote, transfer, demote, evaluate, reassign, supervise, direct, schedule and assign Employees to positions and to create, modify and eliminate positions;
- F. to discipline, suspend and discharge for just cause;
- G. to establish reasonable work and productivity standards and to amend such standards;
- H. to lay off Employees because of lack of work or funds or other legitimate reasons, or to change or eliminate methods, equipment, and facilities for the improvement of operations;
- I. to determine the size and composition or the work force;
- J. to determine the divisions and units, the methods, means, organization, and number of personnel by which such operations and services shall be provided;
- K. to take whatever action is necessary to comply with State and Federal law;
- L. to eliminate contract, and relocate or transfer work and maintain efficiency;

M. to take whatever action is necessary to maintain operations and services in emergency situations, and;

N. to set its overall budget.

Additionally, nothing in this Agreement is meant to prohibit the Public Defender from assigning attorneys to specific court calls or specific cases when such assignments are necessary to fulfill the statutory duties of the Employer. When such assignment results in a reduction in pay, the Employer shall provide a written justification to the Employee and the Union.

ARTICLE III
UNION RIGHTS

Section 3.1 – Union Activity During Working Hours

a. Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off, with pay, during working hours, to attend Union negotiations, grievance hearings, labor/management meetings, and committee meetings, if such committees have been established by this contract, or meeting called or agreed to by the Employer, if such Employees are entitled or required to attend such meetings, by virtue of being Union representatives, stewards, witnesses, or grievants.

b. Employees may not be excused from employment, for the purpose of Union negotiations, if such absence would substantially hinder the efficient operation of their department.

Section 3.2 – Union Business Access

a. The Employer agrees that a Local representative or officer, or I.A.M. Staff Representative shall have reasonable access to the premises of the Employer giving notice upon arrival to the appropriate Employer representative.

b. Appointments and/or schedules for all necessary Union business meetings, involving three (3) or more people from the Bargaining Unit on County premises, shall be made in advance, with the Chief Judge or the Judge's designated representative.

c. Time and space are to be made available, at reasonable times, as needed, in a manner that does not interfere with providing service to the public.

Section 3.3 - Time off for Union Activities

a. A maximum of two (2) local Union representatives shall be allowed time off, without pay, for legitimate Union business, such as state or area-wide Union committee meetings, or conventions, provided such representatives shall give reasonable notice to their supervisors of such absence, and shall be allowed such time off, if it does not substantially interfere with the operating needs of the Employer.

b. Employees may use any accumulated time (holidays, personal days, vacation days), in lieu of taking such time without pay.

c. No more than thirty-six (36) working days shall be granted, per contract year, for all Employees of the Bargaining Unit.

Section 3.4 – Union Bulletin Boards

a. The Employer shall provide bulletin boards or space in each department.

b. The number, size and location of such board shall be mutually agreed to by the parties in each location.

c. The boards and/or space shall be for the sole and exclusive use of the Union.

d. The items posted shall not be political, partisan or defamatory in nature.

e. The Chief Judge or the Judge's designated representative shall be provided with a copy of the notices upon posting.

ARTICLE IV
UNION SECURITY

Section 4.1 – Union Presentation at Orientation

- a. The Employer shall grant the Union an opportunity, during the orientation of new Employees, to present the benefits of membership in the Union.
- b. The Employer shall provide the Union with the names of new Employees within five (5) working days after the new Employees report for duty.

Section 4.2 – Union Withholding

- a. The Employer agrees, through the County payroll system, to withhold, from the compensation of any Employees the monthly membership dues and any other approved assessment fees including voluntary MNPL contributions of such Employees, payable to the Union, pursuant to their written request, submitted to the County payroll system, by the tenth (10th) of the month in which dues first are to be withheld.
- b. The monthly dues shall be withheld on a semi-monthly basis.
- c. The Union treasurer shall certify, to the County payroll system, the amount of the monthly dues, required for membership in the union.
- d. The Employer shall direct the County payroll system to pay over the aggregate amounts withheld, together with an itemized statement thereof, to the Union treasurer, by the tenth (10th) day of the month after such deductions are made.
- e. This Section is pursuant to 50 ILCS 125/2 of the Illinois Compiled Statutes.

Section 4.3 – Fair Share

- a. 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 applicable Labor Relations Act.

The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member Employees. The aggregate deductions of the Employees and a list of their names shall be remitted semi-annually to the Union at the address designated in writing to the Employer by the Unions. 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 non-member Employee's share shall not exceed dues uniformly required to Union members.

b. 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 non-religious 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.

c. The Union agrees to provide notices and appeal procedures to Employees in accordance with applicable law.

d. 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 V

HOURS OF WORK

Section 5.1 – Regular Hours

The regular hours of work each day shall be consecutive, for office clerical, except that they may be interrupted by a meal period.

Hours of work for Assistant Public Defenders shall be commensurate with their professional responsibilities. A full time Assistant Public Defender shall be available during regular operational hours. Part time Public Defenders shall be available for all court calls from which they are assigned and shall make themselves reasonably available as required by the Public Defender or client needs.

The parties recognize that the Employer has the authority, consistent with this Agreement, to ensure that Employees fulfill the above responsibilities.

Section 5.2 – Clerical Workweek

The workweek shall consist of five (5) consecutive, prescheduled, eight (8) hour days.

Section 5.3 – Clerical Workday

Eight (8) consecutive hours of work, within the twenty-four (24) hour period, beginning at the scheduled time, shall constitute the regular workday.

Section 5.4 – Clerical Work Shift

- a. Eight (8) consecutive hours of work shall constitute a work shift.
- b. All office clerical Employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time.

Section 5.5 – Clerical Work Schedule

a. Work schedules, showing Employees' shift, workdays and hours shall be posted at convenient places and times.

b. Except for emergency situations, work schedules shall not be changed, unless proven programmatic or operational needs of the Employer so necessitate.

c. Work schedule changes, for reasons other than emergency, programmatic or operational needs, may be made only by mutual agreements.

Section 5.6 – Limitations

Except as referenced in Section 5.1, the provisions of this Article shall apply only to full time Employees in non-attorney classifications.

ARTICLE VI

DAILY WORK BREAKS

Section 6.1 – Clerical Rest Periods

a. All Employees' work schedules shall provide for a fifteen (15) minute rest period, during each half of their shift or workday.

b. Rest periods shall be scheduled at the middle of each half of the shift or workday, whenever this is feasible.

c. Employees who, for any reason, work beyond their regular quitting time, i.e., beyond their regular eight (8) hour shift or workday shall:

(1) receive a fifteen (15) minute rest period, before they start to work the additional hours; and

(2) be granted the regular rest periods that occur during this shift.

Section 6.2 – Clerical Meal Period

a. All Employees shall be granted a meal period during each shift or workday.

b. Whenever possible, the meal period shall be scheduled at the middle of each shift or workday, in accordance with present standards and procedures, but in no event shall the meal period be less than thirty (30) minutes.

c. Employees, who because of the press of duties are unable to take their first rest period, shall be able to combine such time with their meal period or second rest period that same day, with the consent of their supervisor.

Section 6.3 – Rest and Meal Periods

Assistant Public Defenders and Chief Investigator shall be given reasonable time off for breaks and meals commensurate with their professional responsibility.

ARTICLE VII

SENIORITY

Section 7.1 Seniority Defined

a. Seniority is defined as the length of continuous service of any Employee for the Employer, within the Public Defender's office, since the Employee's most recent date of hire. Continuous service shall not be broken by change in either part time or full time status within the Public Defender's office.

b. All clerical support staff shall serve in a probationary status of six (6) months from their date of current appointment or hire. All attorneys shall serve a nine (9) month new hire probationary period which may be extended an additional three (3) months conditioned upon mutual agreement between the Public Defender and the Union.

c. The Employer shall provide the Union with a Seniority List upon request.

Section 7.2 - Breaks in Continuous Service

a. An Employee's continuous service record shall be broken by voluntary resignation, discharge or retirement.

b. If an Employee returns to work for the Employer within one (1) year and has not withdrawn from the Illinois Municipal Retirement Fund (IMRF), the break in continuous service shall be disregarded, except that no seniority shall have accumulated during the break in service.

c. There shall be no deduction from continuous service for any lost time, which does not constitute a break in continuous service.

Section 7.3 – Seniority Application

a. In all applications of seniority, the "ability of the Employee" shall include the qualifications of an Employee to perform the required work.

b. Where ability and qualifications to perform the required work are, among the Employees concerned, relatively equal, seniority, as defined in Section 7.1 above, shall govern

c. In matters of layoff, recall, or vacancies, management retains the right, solely in its discretion, to determine whether positions eliminated, created, or recreated are full time or part time. However, the parties acknowledge the Employer's intention to reduce reliance on part time Employees and to increase the use of full time Employees.

Section 7.4 – Layoff

In the event it becomes necessary to lay off Employees, for any reason, they shall be laid off in the inverse order of their seniority, in relationship within the office as defined in Annex A.

Section 7.5 – Bumping

When Employees are laid off, due to a reduction in force (RIF), they shall be permitted to exercise their seniority rights to replace Employees with less seniority, provided that senior Employees have the ability and qualifications to fill the position in question.

Section 7.6 – Recall

a. Employees shall be recalled from layoff according to their seniority.

b. A laid off Employee shall remain on the seniority list for two years following that Employee's initial refusal to accept recall to the same type position from which the Employee had been furloughed.

For purposes of this paragraph, there are two types of positions, part-time and full-time. Subject to Section 7.3(a), no new Employee shall be hired until all laid off Employees remaining on the seniority list and desiring the position type being filled have been recalled.

c. Upon recall, a laid-off Employee shall have five (5) work days to accept recall.

Section 7.7 – Consolidation or Elimination of Jobs

a. The Employer shall notify the union thirty (30) days prior to the consolidation or elimination of jobs, or as soon as practicable upon the passage of the fiscal budget by the Will County Board as defined in this section.

b. Upon notification, the Employer and the Union shall meet and negotiate the impact on Employees affected.

c. The ultimate decision as to which positions and/or Employee classes are to be affected by any layoff and when, is vested in the Employer.

d. Employees displaced by the elimination of jobs through job consolidation (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights, to transfer to any job in that office, provided the Employee has the ability to perform the job.

Section 7.8 – Definition of an Office

The term “office” for Employees within the Bargaining Unit shall be the Public Defender’s office.

ARTICLE VIII
JOB VACANCIES

Section 8.1 – Definition of a Permanent Vacancy

For the purpose of this Article, a permanent vacancy is created when:

- a. The Employer determines to increase the work force and to fill the new position(s).
- b. Any of the following personnel transactions take place and the Employer determines to replace the previous incumbent; terminations, transfers, promotions, demotions, and related transactions.

Section 8.2 – Posting and Selection

- a. Permanent vacancies shall be posted for bid on a bulletin board in each office, and other areas as appropriate, for a period of five (5) working days. However, entry level positions are exempt from these posting requirements and need be posted on the Will County Public Defender website.
- b. Any Employee, including those on layoff or part time, may bid on a position.
- c. The bid notice shall state the position classification and the rate of pay for such job.
- d. Permanent vacancies shall be filled by the application of the provisions of this Article and Article VII in the following order of priority:
 - (1) Recall from layoff;
 - (2) Promotion or voluntary reduction.

e. An Employee may return to his/her former position within thirty (30) days after selection for the vacancy.

Section 8.3 – Temporary Vacancies

Temporary vacancies are defined as job vacancies that may periodically develop in any job classification that do not exceed thirty (30) days at a time shall be considered permanent vacancies and filled appropriately.

Section 8.4 – Transfer of Status

Full time Public Defenders wishing to transfer to a part time status, or part time Public Defender wishing to transfer to a full-time status shall make a written request regarding same to the Public Defender. Within thirty (30) days the Public Defender shall respond to said request in writing.

If the request is denied, the Public Defender shall state the reasons therefor, including but not limited to, budgetary constraints, Employee classification needs, and Employee qualifications, but in no event shall the Employer unreasonably deny said request.

If said request is granted, said transfer shall not affect the Employee's seniority within the office.

ARTICLE IX

HOLIDAYS

Section 9.1 – Holidays Recognized and Observed

a. Full time Employees shall observe and shall receive one (1) day's pay or a compensatory day off with pay for holidays designed by the Chief Judge of the Twelfth Judicial Circuit and the Illinois Supreme Court. These holidays are:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Christmas Day	

b. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

c. Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday.

Section 9.2 – Compensatory Day

When a holiday falls on an Employee's scheduled day off, or an Employee works on a holiday, equivalent time off shall be granted within a time mutually agreed to, at a time convenient to the Employee and consistent with the Employer's operational needs.

Section 9.3 – Eligibility Requirements

Only Employees who have been employed by the Employer for at least thirty (30) consecutive days, and who also have met the following conditions, shall be eligible for holiday pay:

- a. They worked their last scheduled work day prior to the holiday; and,
- b. They worked their first scheduled day after the holiday; unless absence is due to an emergency room visit or hospital stay or any legitimate non-illness emergency, with appropriate and acceptable documentation provided by the Employee to the Employer upon return to work.
- c. New Employees shall not be paid for any holiday which falls within the first thirty (30) days of their employment until they have completed six (6) months of employment with the Employer, at which time the Employee shall be compensated for any holiday which fell within the first thirty (30) days of employment at the rate of pay in effect when the holiday occurred.

Section 9.4 – Calendar Holiday on Scheduled Day Off

- a. In addition to their regular hourly wages or normal time off, due an Employee as holiday pay, Employees shall be paid at the rate of time and one-half (1-1/2) for hours actually worked, provided the holiday worked is in excess of a forty (40) hour week.
- b. A holiday, for this provision, is defined to be any actual calendar holiday or any Monday or observed day of a calendar holiday.

ARTICLE X

VACATIONS

Section 10.1 – Eligibility and Allowances

Full time Employees shall be granted PERSONAL TIME OFF for the period specified below, based upon the following service requirements. PERSONAL TIME OFF includes all vacation time and Personal Leave Time as previously described in previous contracts and is in place of Vacation Time and Personal Leave Time. For purposes of this section “service” means service to the Employer as augmented by an Employee’s previous employment by the County of Will. For purposes of accruing PTO, after ten (10) years of continuance service with the Will County Public Defender’s Office, Employees shall receive credit for not more than five (5) additional years of service from previous Illinois government employment.

A. This subsection shall take effect on December 1, 2007.

Employees hired after November 30, 1996, shall be granted an annual, paid vacation for the period specified below, which right to vacation shall accrue on the anniversary date of hire, and shall be taken during the anniversary year thereafter. All Employees hired prior to November 30, 1996, shall be granted an annual, paid vacation, based upon the calendar year, for the period specified below, based upon the following service requirements:

<u>Service Requirements</u>	<u>Vacation Period</u>
First Five years, but cannot be used during Six-Month Probation Period	4 hours per two week pay period
After 5 years of employment (anniversary date)	6 hours per two week pay period
After 10 years of employment (anniversary date)	7.25 hours per two week pay period
After 15 years of employment	9 hours per two week pay period

Section 10.2 – Personal Time Off Pay

- a. The rate of vacation pay shall be the Employee's regular base rate straight time pay, including shift differential.
- b. Employees shall receive their Personal Time Off pay, on the regularly scheduled pay periods.
- c. Employees shall continue to accrue Personal Time Off as long as they are receiving payment from the Employer for either wages, Paid Time Off or Sick Pay.

Section 10.3 – Choice of Personal Time Off Period

- a. Personal Time Off shall be selected by Employees according to their seniority. The Employer shall give an opportunity for Employees to bid for Personal Time Off based on seniority. December 1 through December 15 shall be that period during which time Employees shall submit their annual request for PTO for the following year.
- b. The Employer shall have the right to control the scheduling of Personal Time Off, throughout the year, to maintain efficiency within the office.
- c. The Employer shall follow seniority, as far as practical.
- d. Personal Time Off shall be used within the succeeding eighteen months after being accrued. Employees may accrue up to eighteen months Personal Time Off. After Employees accrue 18 months Personal Time Off they will cease earning further Personal Time Off until they have used some of their Accrued Personal Time Off.
- e. Use of Personal Time Off for periods of three days or less shall require two work days advance notice to the Employer and periods of Personal Time Off for more than three days shall require ten work days advance notice to the Employer, except in the case of an emergency. It is further understood and agreed that the Employer can disapprove the taking of Personal Time

Off if the needs of the office require, but that the approval will not be unreasonably withheld.

Personal Time Off must be used in 2-hour increments.

f. After the schedule is posted, changes can only be made with approval of the Public Defender or his designee.

Section 10.4 – Holidays During Vacation

a. If a holiday occurs during the calendar week in which a Paid Time Off is to be taken by Employees, those Employees shall be allowed an additional vacation day for every holiday which occurs during their scheduled Paid Time Off period.

b. The Employee may schedule said vacation days, in accordance with the Employer's scheduling rights, as described in Section 10.3, above.

Section 10.5 – Work During Personal Time Off Period

a. Any Employees, who are requested to and do work during their Personal Time Off period, shall be paid for regular hours at their regular rate.

b. In addition, the Employee's Personal Time Off may be rescheduled, to any future period the Employee may request, in accordance with the Employee's scheduling rights, as described in Section 10.3 above.

Section 10.6 – Personal Time Off Rights in Case of Retirement

In order to use Personal Time Off, prior to retirement, the Employee must notify the Employer, at least three (3) months in advance of retirement, so that all Personal Time Off time may be taken, prior to retirement.

Section 10.7 – Personal Time Off Rights in Case of Resignation or Separation From The Public Defender's Office Other Than by Retirement

An Employee shall provide a two-week notice to the Public Defender of their resignation. At that time the Public Defender and the Employee shall agree as to whether or not the Employee is to use some of their Personal Time Off prior to separation. All unused accrued Personal Time Off shall be compensated at the Employee's usual rate of pay and said amount shall be paid on the Employee's last County of Will paycheck.

ARTICLE XI

SICK LEAVE

Section 11.1 – Non-Work Illness or Injury

a. All Employees, contracting or incurring any non-service connected illness or injury, which renders such Employees unable to perform the duties of their employment, shall receive Sick Leave, with pay, for a period not to exceed the number of such Employee's accrued sick days; and further, Employees shall be allowed to use accrued Sick Leave, for the purpose of caring for an ill or injured spouse or child, who resides with the Employee and up to a total of six (6) accrued sick days per calendar year may be used to care for members of the immediate family who do not reside in the Employee's household. Any Employee who exceeds the number of days available to that Employee for sick leave shall, unless otherwise agreed to, in writing, between Employer and Employee, be subject to loss of pay and/or discharge.

b. If Employees, who claim Sick Leave pay, have been absent for three (3) consecutive working days, they shall furnish, at the Employer's request, proof of their illness or injury to the Employer.

c. Recurring absences of more than one (1) absence of less than three (3) consecutive working days, without a doctor's certificate, shall be cause for loss of pay, for those days, or may result in discharge. Recurring absences are defined as three such absences in a three-month period. When such recurring absences occur, the Employer may require the Employee to submit proof of illness or injury, for future absences occurring within the next six months, after date of notice from the Employer.

d. Employees shall be first eligible to use Sick Leave, after they have completed six (6) month of employment, with the Employer.

e. Employees shall be allowed one (1) day of Sick Leave for each month of service, retroactive to date of hire.

f. Employees shall start to earn Sick Leave, from their dates of hire, and they shall accumulate Sick Leave, as long as they are in the service of the Employer, to a maximum of two hundred and forty (240) days.

g. No Sick Leave or unpaid leave shall exceed six (6) months, unless it is extended in writing by agreement, but in no case, shall any such leave or unpaid leave exceed a total of one (1) year.

h. An Employee, on Sick Leave, shall suffer no loss of seniority, and shall continue to accumulate seniority.

i. Records must be kept of accumulated Sick Leave and such records shall be made available to the Employee.

j. Employees shall be compensated for one-half (1/2) of any accumulated Sick Leave, when they are permanently separated from employment, as a result of retirement or death;

1. In the event of death, payment is to be made to the estate of the Employees or their heirs.

2. To retire, a person must have twenty (20) years of service, or have attained age fifty-five (55), with at least eight (8) years of service.

3. The amount of payment, for all unused Sick Leave, is to be calculated at the Employee's rate of pay, in effect on the pay day immediately preceding the date of the Employee's permanent separation.

k. In the event of resignation:

1. Employees shall be paid two (2) days for each full year of service, not to exceed their accumulated Sick Leave balance.
2. Any payment to Employees, is to be calculated at their rate of pay, in effect on the payday, immediately preceding the date of their resignation.

Section 11.2 – Work Related Disability

a. In all cases, when Employees are forced to be absent from work, by reason of injury or illness, arising out of the scope of their employment and covered by Workers' Compensation benefits, they shall be paid the difference between the amount of weekly Worker's Compensation benefits to which such Employees would be entitled and the Employees' full weekly salary, as of the day they last worked, for a period not to exceed sixty (60) weeks.

b. In the event that the length of absence from work of the Employees do not qualify them for Workers' Compensation payments, during the first three (3) days of their absence, then in such case, they shall receive their full salary for this three (3) day period from the County, and such time lost shall not be charged to Disability Leave time.

ARTICLE XII

LEAVE OF ABSENCE

Section 12.1 – Eligibility Requirements

a. Employees shall be first eligible for leaves of absence, after they have completed six (6) months of employment with the Employer, except that in the case of bereavement and jury duty leaves the Employee shall be eligible for such leaves upon commencing employment.

b. Notwithstanding any other provision herein to the contrary, the Employer has the exclusive right to determine whether and when any leave of absence may be granted.

Section 12.2 – Application for Leave Without Pay

a. Any request for a leave of absence shall be submitted, in writing, by Employees to their immediate supervisor.

b. The request shall state the reason the leave of absence is being requested and the approximate length of time off that the Employee desires.

c. Employees may take an unpaid leave of absence from their employment, if they secure written permission from the Employer.

d. Authorization for a leave of absence must be in writing and must contain the signature of the Employer's authorized representative.

e. Permission for unpaid leave of absence shall not be unreasonably withheld, but in no case shall a leave be granted for employment elsewhere, except for work directly related to the operation of the Union.

f. Any request for a leave of absence shall be answered promptly.

1. A request for a short leave of absence (defined as a leave not exceeding a month) shall be answered within seven (7) days.

2. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.

g. No unpaid leave shall exceed six (6) months, unless it is extended in writing by agreement, but in no case, shall any such extended leave exceed a total of one (1) year.

h. An Employee on unpaid leave shall not accumulate any seniority.

Section 12.3 Bereavement Leave

a. Employees may take Bereavement Leave, which shall not affect their seniority, for a necessary period of absence, up to three (3) days, which may be extended to a maximum of five (5) days by the Employer, depending on the distance to travel, caused by a death, in the immediate family of the Employee or spouse.

b. Requests for Bereavement Leave shall be answered by the end of the shift on which the request is submitted.

c. Employees shall be paid their regular base rate of pay, for each working day, while they are on Bereavement Leave.

d. The immediate family of the Employee or spouse shall include spouse, mother, father, child, sister, brother, grandparents, grandchildren, legal guardian, step-children, step-mother, step-father, step-brother, and step-sister or other person currently a resident in the immediate household.

Section 12.4 – Maternity Leave

a. Employees shall be granted leave of absence to cover periods of their pregnancy.

b. The length of such leave shall not exceed six (6) months, but may be renewed pursuant to Section 12.1 above.

c. Seniority and continuous service shall be retained by and accumulate for the Employee, during the first six (6) months of such leave.

d. A pregnant Employee shall inform her immediate supervisor of her condition, not later than three (3) months prior to her expected date of delivery, and shall present to her immediate supervisor a written statement, signed by her physician, stating the expected date of delivery.

e. A pregnant Employee may continue her regular duties, so long as her physician, upon request by the Employer, states in writing that she is able to perform her normal work assignments.

f. An Employee, who has been absent because of maternity leave, may return to employment as soon as her physician advises the Employer, in writing, that she is then able to perform her normal work assignments.

g. The Employer reserves the right to verify any physician's statement, requested or presented under this Section, through the use of a physician of its own choice (other than a doctor regularly employed by the County) and any such examination shall be paid for by the Employer.

h. Disability Leave may be used to cover periods of disability occurring during or caused by pregnancy and condition thereof and accumulation of seniority during such period shall be in accordance with Section 11.1 (h).

i. For the first two (2) months of maternity leave, the cost sharing of health insurance premiums shall continue in the same amounts as if the Employee was still an active Employee. This provision shall be applicable once during the course of the pregnancy.

Section 12.5 – Failure to Return From Leave

Failure to return from a leave of absence, within five (5) days after the expiration date thereof, may be cause for discharge, unless it is reasonably 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 or as soon as physically possible.

Section 12.6 – Personal Leave Days (Replaced by Personal Time Off provision)

Section 12.7 – Jury Duty Leave

a. Any Employee called for jury duty or subpoenaed by legislative, judicial, or administrative tribunal shall be allowed time away from work with pay, except in matters of non-work related personal litigation.

b. Upon receiving the sum paid for jury service or witness fees, the Employee shall submit the warrant, or its equivalent, to the Employer, unless an Employee elects to fulfill such call or subpoena with accrued time off or personal leave, in which case, the Employee shall retain the full amount received for such service.

c. Employees, called for reasons contained herein, shall have such days considered as days worked, for the purpose of scheduling, and shall be given commensurate days off from work on their next scheduled work day(s), for any days which they would otherwise not have worked.

Section 12.8 – Family and Medical Leave Act

The Employer shall comply with the provisions of the Family and Medical Leave Act. Any paid leave used by an Employee shall not be deducted from the annual leave time provided by the Act. The annual FMLA leave period shall be a rolling year period.

ARTICLE XIII

OVERTIME

Section 13.1 – Rate of Pay

Only the Public Defender or the First Assistant Public Defender may authorize overtime. The Employer shall pay time and one-half of the clerical Employee's regular hourly rate of pay for overtime. However, if the Employer believes that budgetary constraints are reasonably compelling, the Employer may choose to provide time off, as defined below, for work under any of the following paragraphs. Under no paragraph in this Agreement may compensation be paid twice for the same hours.

Section 13.2 – Compensatory Time Off

- a. If compensatory time off is used as a method of paying Employees for overtime worked, the overtime rate of pay shall be one and one-half (1 ½) hours of compensatory time off for each hour of overtime worked.
- b. Overtime hours shall be distributed, as equally as possible, to Employees working within the same classification, job title, or description of duties.
- c. Employees in higher classifications shall not be called out to perform work normally considered the duties of lower classifications, unless there are not enough lower classified Employees to perform work.
- d. All work, performed in excess of eight (8) hours in any work day, shall be considered overtime, provided the Employee works or is compensated, per this Agreement, at least forty (40) hours a week.

e. All work, performed in excess of forty (40) hours in any work week, shall be considered overtime, provided the Employee works or is compensated for forty (40) hours of work per week, per this Agreement.

f. All work, performed before or after any scheduled work shift, shall be considered overtime, provided the Employee works or is compensated, per this Agreement, for eight (8) hours of work a day and forty (40) hours of work per week.

g. All work, performed on Saturday and Sunday, shall be considered overtime, except as noted below:

1. The overtime rate, specified above, for Saturday work and for Sunday work, shall not be paid to Employees, for whom these days fall regularly within the first five (5) days of their work week. These Employees shall be paid time and one-half (1 ½) for all work performed on the sixth (6th) day for their regular work week and time and one-half (1 ½) for all work performed on the seventh (7th) day in their regular work week.

2. Employees, whose regular work schedule is more than eight (8) hours in a work day and more or less than a five (5) day work week, in accordance with Section 5.6, shall receive time and one-half (1 ½) for all work performed on their regularly scheduled days off, and for all work performed in excess of eighty (80) hours in a two (2) week period.

Section 13.3 Limitations

The provisions of this Article shall apply only to full time Employees in non-attorney classifications. Nothing will prevent the Public Defender from awarding compensation time off for service performed by attorneys or the Chief Investigator beyond the regular court hours.

Section 13.4 Holiday Court Compensatory Time Off

Attorneys that are assigned Holiday Court duty will be compensated at a rate of eight (8) hours for each Holiday Court worked. Each attorney will be assigned a day in which they are assigned to Holiday Court on a rotational basis. A maximum of sixty-four (64) hours will allowed to be accumulated but in the event of severance from the Public Defender's Office, whether through retirement, resignation or termination, only a maximum of forty (40) hours will be paid. Attorneys are expected to cover their assigned Holiday Court assignment date but can either trade or give away their date to another attorney. However, it will still be the responsibility of the assigned attorney to ensure that the date assigned is covered.

ARTICLE XIV

WAGES AND BENEFITS

Section 14.1 – Employee Defined

For the purpose of any non-wage, economic benefit, payable per this Agreement, including seniority accrual, an Employee shall be defined as a person holding a position in the Public Defender's office listed in Annex. "A".

Section 14.2 – Wages

- A. Employees on the payroll on the date of ratification of this Agreement shall receive a 1% increase in pay. This increase shall be retroactive to September 1, 2017 to November 30, 2017, based upon the Employee's current salary. Each Employee shall also receive a one-time \$500.00 payment to cover retroactive pay from December 1, 2016 to September 1, 2017.
 - b. Employees shall receive a 2% increase in pay on December 1, 2017.
 - c. Employees shall receive a 2% increase in pay on December 1, 2018.
 - d. Employees shall receive a 2% increase in pay on December 1, 2019.
 - e. Employees shall receive a 3% increase in pay on December 1, 2020.
- B. In addition to the wage increases set forth above, Assistant Public Defender Compensation shall be modified as follows;
- a. Minimum starting salary for a full-time Assistant Public Defender shall be \$51,665.00.
 - b. There shall be three classifications of full-time Assistant Public Defender;
 - 1. Misdemeanor/Juvenile Assistant Public Defender,
 - 2. Felony Assistant Public Defender,

3. Felony Courtroom Supervisor Assistant Public Defender.
4. Misdemeanor/Juvenile Assistant Public Defender's promoted to Felony Assistant Public Defender shall receive a \$6000.00 increase to his/or her current salary at the time of promotion or a minimum yearly salary of \$64,890.00, whichever is greater.
5. Assistant Public Defenders promoted to Felony Courtroom Supervisor shall receive a \$5000.00 increase to his/her current salary at the time of promotion.
6. Felony Courtroom Supervisors that currently receive a \$5000.00 stipend based upon that position and the Misdemeanor Supervisor that currently receives a \$7500.00 stipend based upon that position will have that amount rolled into his or her current salary with the elimination of the stipend attached to the Felony Courtroom Supervisor and Misdemeanor Supervisor positions.
7. All salary caps that were previously in effect are eliminated and no salary caps are in effect on either Assistant Public Defender or Secretarial positions.
8. Minimum starting salary for Secretary is \$27,500.00.

Section 14.3 – Longevity

a. Longevity shall be computed from the date Employees began their initial, regular employment by the Employer, but shall be computed only on the time that the Employee was in actual service for the Employer, provided not more than five (5) years have elapsed since the last regular employment with the Employer. For the purpose of this section, "employment by the

Employer” and “service for the Employer” shall be augmented to include an Employee’s previous employment by the County of Will.

b. Anyone returning after a lapse of employment, for a period of five (5) years shall be treated as a new Employee.

c. Employees shall be compensated at the rate of \$2.00 per month for each year of actual service worked after three (3) years of actual service, to a maximum of twenty (20) years of actual service.

d. Changes and rates of longevity shall be made on December 1st and June 1st of each year.

Section 14.4 – Chief Investigator and Clerical Call Back Time

a. Any Employee called back to work outside of their regular shift, Monday through Friday, shall be paid for a minimum of two (2) hours.

b. Any Employee called back to work outside of their regular shift, on Saturday, Sunday or Holidays, shall be paid for a minimum of three (3) hours.

Section 14.5 - Group Insurance

a. The Employer shall provide a Group Insurance Program, which shall include the following:

1. Comprehensive medical coverage, either through a health maintenance organization (HMO), or an indemnity/PPO (preferred provider organization), or for active employees only, an IRS qualified high-deductible health plan (HDHP) with a Health Savings Account (HSA) including:

- a. Hospitalization and physician
- b. Eye/vision care
- c. Prescription drugs
- d. Dental coverage

For each employee participating in the HSA the County will contribute \$1,350.00 to the HSA for individual and \$2,700.00 to the HSA for family. The County's contribution will be dispersed quarterly in four equal amounts (\$337.50/individual or \$675/family) in the first pay period of each calendar year quarter.

Dental Service Maximum Allowable Limit: Will be increased by an additional \$175 for the term of the agreement for in and out of network. Dental Implants are covered under the schedule of benefits at maximum allowable.

2. Short term disability income (employee only):
 - a. \$225.00 per week, not to exceed four (4) weeks; and which
 - b. Shall not be effective until an eligible Employee has exhausted all accrued Sick Leave.
 3. Term life coverage (employee only).
- b. The coverage and conditions provided by the Employer's Group Insurance Program shall be set forth in the County Health Plan, adopted January 1, 2018.
 - c. Eligibility for the Employer's Group Insurance Program extends equally to both Employees and their legal dependents, except as noted above.
 - d. To participate in the Employer's Group Insurance Plan, the Employee must:
 1. Make application, as directed or required by the Employer; and
 2. Pay the share of the monthly premium rates established by the Insurer.
 - e. Cost-sharing of the monthly premiums shall be:
 1. Comprehensive medical and dental coverage:
 - 1.1 The Employee shall contribute to the cost of the Medical (PPO & HMO) and Dental plans by making a contribution each pay period based on a percentage of premium as follows:
 - (a) Employees will pay a percentage of premiums. The percentage of premium paid is determined by where the employee falls in the four (4) salary bands set forth in Exhibit A. The employees' premium contribution rates will be adjusted to ensure that the aggregate percentage contributions set forth below are reached.
 - (i) For plan year 2017, the premium amounts and percentages of premium paid by employees in each of the four (4) salary bands shall be based on an aggregate employee contribution of 10%.
 - (ii) For plan year 2018, the premium amounts and percentages of premium paid by employees in each of the four (4) salary bands shall be based on an aggregate employee contribution of 11%. Additionally, should the Employer experience an increase in its insurance premium over the

prior plan year, it will increase the total premiums paid by Employees on aggregate by the same percentage increase it experiences. Should the Employer experience a decrease in its insurance premium from the prior plan year, it will reduce the amount of total premiums paid by Employees by the same percentage decrease it experiences.

- (iii) For plan year 2019, the premium amounts and percentages of premium paid by employees in each of the four (4) salary bands shall be based on an aggregate employee contribution of 12%. Additionally, should the Employer experience an increase in its insurance premium over the prior plan year, it will increase the total premiums paid by Employees on aggregate by the same percentage increase it experiences. Should the Employer experience a decrease in its insurance premium from the prior plan year, it will reduce the amount of total premiums paid by Employees by the same percentage decrease it experiences.
- (iv) For plan year 2020, the premium amounts and percentages of premium paid by employees in each of the four (4) salary bands shall be based on an aggregate employee contribution of 13%. Additionally, should the Employer experience an increase in its insurance premium over the prior plan year, it will increase the total premiums paid by Employees on aggregate by the same percentage increase it experiences. Should the Employer experience a decrease in its insurance premium from the prior plan year, it will reduce the amount of total premiums paid by Employees by the same percentage decrease it experiences.
- (v) For plan year 2021, the premium amounts and percentages of premium paid by employees in each of the four (4) salary bands shall be based on an aggregate employee contribution of 15%. Additionally, should the Employer experience an increase in its insurance premium over the prior plan year, it will increase the total premiums paid by Employees on aggregate by the same percentage increase it experiences. Should the Employer experience a decrease in its insurance premium from the prior plan year, it will reduce the amount of total premiums paid by Employees by the same percentage decrease it experiences.

1.2 The Employee shall contribute to the cost of the HSA Medical Plan by making a contribution each pay period based on a percentage of premium as follows:

- (a) Employees will pay a percentage of premiums. The percentage of premium paid is determined by where the employee falls in the

four (4) salary bands set forth in Exhibit A. The employees' premium contribution rates will be adjusted to ensure that the aggregate percentage contributions set forth below are reached.

- (i) For plan years 2018 through 2021, the premium amounts and percentages of premium paid by employees in each of the four (4) salary bands shall be based on an aggregate employee contribution of 9.2%. Additionally, should the Employer experience an increase in its insurance premium over the prior plan year, it will increase the total premiums paid by Employees on aggregate by the same percentage increase it experiences. Should the Employer experience a decrease in its insurance premium from the prior plan year, it will reduce the amount of total premiums paid by Employees by the same percentage decrease it experiences.

2. Salary Bands:

2.1 The four (4) Salary Bands shall be adjusted annually as follows:

- (a) Effective January 1, 2018, the salary bands for premium contributions shall be as follows:

1. (Less Than \$31,000); 2. (\$31,000 - \$51,499); 3. (\$51,500 - \$77,000); 4. (Over \$77,000)

- (b) Effective January 1, 2019, the salary bands for premium contributions shall each increase by \$500.
- (c) Effective January 1, 2020, the salary bands for premium contributions shall each increase by \$500.
- (d) Effective January 1, 2021, the salary bands for premium contributions shall each increase by \$500.

3. Term Life Coverage:

- (a) The Employer shall pay all related premiums for the Employee.
- (b) This coverage is not available to dependents

4. Premium amounts shall be calculated annually, pursuant to COBRA based requirements.

5. The Employer and the Union shall establish an Insurance Committee to meet and discuss, as appropriate or required, matters related to this Section.

6. The plan design will be as set forth on attached Exhibit A.

7. The Employer shall establish an IRS approved pre-tax contribution plan to be used for the employee's portion of the premium for the group insurance plan.

8. An employee who is on approved short-term disability or an approved IMRF temporary disability shall be treated as an active employee for purposes of their insurance contributions, which shall be computed as of their most recent active duty salary rate.

9. The Employer's Wellness Program will continue as implemented.

Section 14.6 – Individual Insurance

- a. The Employer shall continue to make available:
- (1) Permanent (Whole) Life Insurance/Annuity programs; and
 - (2) Cancer and Intensive Care Insurance programs.
- b. Eligibility, benefits, and extent of coverage provided shall be determined by the Insurer.
- c. To participate in these programs, the Employee must:
- (1) Make application, through the Employer, as directed or required by the Insurer; and
 - (2) Pay one hundred percent (100%) of all related premiums.

Section 14.7 – Mandated Insurance

In accordance with law, the following insurance coverage is also provided to Employees:

- a. Paid by the Employer:
- 1. Tort Immunity
 - 2. Unemployment Compensation
 - 3. Workers' Compensation
 - 4. Professional Malpractice Insurance
- b. Paid jointly by the Employer and the Employee:
- 1. Illinois Municipal Retirement Fund (IMRF) disability coverage,
 - 2. Social Security (FICA) disability coverage and retirement, health and hospitalization coverage.

Section 14.8 – Payroll Deduction

The premium amount(s) for the Employee's share of insurance coverage(s) provided shall be made in equal deductions each pay period.

Section 14.9 – Unpaid Leave Status Employees

- a. Employees on any unpaid leave of absence, approved by the Employer, may elect to continue their insurance coverage, including coverage of their legal dependents, by notifying the Employer and paying the total insurance due each month, in the manner directed by the Employer.
- b. The benefits and protections of such insurance shall be equal to those received by Employees who are in a paid status.

Section 14.10 – Retired Employees and Legal Dependents

- a. The Employer shall allow all retiring Employees and their legal dependents to continue to participate in the Employer’s Group Medical Program, except for Short-Term Disability Income coverage, until such time as the retiree is eligible for Social Security MEDICARE benefits.
- b. A retiree is a former Employee, who is collecting an annuity from the Illinois Municipal Retirement Fund (IMRF).
- c. The benefits of the insurance coverage, provided to Retirees and their legal dependents, shall be the same as that provided to Employees and their legal dependents.
- d. Cost-sharing of monthly premiums shall be:
 - 1. The Employer shall pay all related premiums for the retiree’s coverage.
 - 2. The Retiree shall pay all related premiums for dependent coverage, which shall be equal to the Family premium, minus the Single premium.
 - 3. Premium amounts shall be calculated annually, pursuant to COBRA- based requirements.

SECTION 14.11 – Surviving Legal Dependents

- a. The surviving legal dependents of individuals, who were active or retired Employees, at the time of their death, shall be allowed to remain within the Employer’s

Group Medical Insurance program, at their own expense, and the related premiums shall be paid, in the manner prescribed by the Employer.

- b. In the case of surviving spouses, participation shall terminate:
 - a. in the event of remarriage; or
 - b. at such time as eligibility for Social Security MEDICARE benefits occurs.

Section 14.12 – Employee Development

a. General: The intent of this program is to expand the competence, knowledge, skills and abilities of Employees, in order to enhance their effectiveness and efficiency and, thereby, improve their present duty performance, as well as promote their potential and preparedness of organizational advancement.

b. Basis of Participation:

- 1. Must be job related.
- 2. Requested by the Employee, to be taken off-duty.
- 3. Restricted by established appropriation limitations, budgetary constraints, and operational considerations and requirements.
- 4. Must be approved, in advance, by the Employer.
- 5. Attendance must be verified.
- 6. Receipts are required for reimbursement to the established maximum allowed.
- 7. Allowed for individual credit or non-credit courses and seminars, as well as degree completion programs.
- 8. Must not interfere with the performance of the Employee’s assigned duties.
- 9. Authorized solely at the discretion of the Employer
- 10. Employees shall be reimbursed, upon completion of each individual class, course or seminar, as certified by a grade, certificate or written notification by program sponsor.

c. Allowed Expense Reimbursement:

- 1. Tuition
- 2. Fees
- 3. Equipment
- 4. Books

d. Percent Reimbursement Basis:

<u>Amount</u>	<u>Grade Eval.</u>	<u>GPA/QPI</u>	<u>Pass/Fail</u>
100%	A/94-100	4	NA

75%	B/87-93	3	NA
50%	C/80-86	2	PASS
25%	D/73-79	1	NA
0%	OTHER	0	NA

Employees, who fail to maintain the standard Grade/Evaluation and Grade Point Average/Quality Point Index indicated below, shall be ineligible to request further participation in this program, until after they achieve such standard, entirely at their expense.

1. Undergraduate Programs:
 - a. Grade/Evaluation: C/80-86
 - b. GPA/QPI: 2
2. Graduate Programs:
 - a. Grade/Evaluation: B87-93
 - b. GPA/QPI: 3

e. Employees participating in degree-completion programs, shall:

1. Only be eligible for expense reimbursement for those courses, which the Employer deems to be job-related.
2. Incur a service obligation, to the Employer, upon receipt of the related degree, based on the extent of involvement:
 - a. Reimbursed degree credits; divided by total degree credits, equals the extent of obligation percentage.
 - b. Extent of obligation percentage, multiplied by the following, equals the service obligation incurred:
 1. Undergraduate degrees:

a. Associate's	18 months
b. Associate to Bachelor's	18 months
c. Four (4) Year Bachelor's	36 months
3. Graduate (Master's) Degrees 24 months
4. Be unable to advance to another degree-completion program, until any existing service obligation has been fulfilled.
5. Be released from any incurred obligation, in event of termination or, if laid-off, the obligation shall be suspended, pending recall.
6. Be able to obtain release from their incurred service obligation, by repaying the Employer an amount, equal to the total reimbursement received, multiplied by the unfulfilled service obligation percentage.

ARTICLE XV

DISCIPLINE AND DISCHARGE

Section 15.1 – Definition

a. The Employer agrees with the tenets of progressive and corrective discipline.

b. Disciplinary action or measures shall include only the following:

1. Oral reprimands,
2. Written reprimands,
 - a. initial warnings
 - b. final warnings
3. Suspension (notice to be given in writing); and
4. Discharge (notice to be giving in writing)

c. Disciplinary action may be imposed upon an Employee only for just cause. The type of disciplinary action should be commensurate with the infraction and should be imposed on an Employee only for just cause.

d. Nothing in this Section shall prevent the Employer from taking appropriate action pursuant to rulings, opinions or mandates from the Attorney Registration and Disciplinary Commission.

Section 15.2 - Manner of Discipline

If the Employer has reason to discipline an Employee, it shall normally be done in a manner that shall not embarrass the Employee, before other Employees or the public, and shall be done in a timely fashion. The Employer shall have the right to request the presence of a union representative at any stage of the disciplinary process, with or without the consent of the affected Employee.

Section 15.3 – Pre-disciplinary Meeting

- a. Prior to notifying the Employee of the contemplated measure of discipline to be imposed, the Employer shall meet with Employees involved and their Union representative and inform them of the reasons for such contemplated disciplinary action, including any names of witnesses and copies of pertinent documents.
- b. The Employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline.
- c. Pre-disciplinary meetings shall only be required, when formal disciplinary action is contemplated.

Section 15.4 – Notification and Measure of Disciplinary Action

- a. In the event disciplinary action is taken against an Employee, other than the issuance of an oral warning, the Employer shall promptly furnish the Employee and the Union, in writing, with a clear and concise statement of the reasons therefor.
- b. The measure of discipline and the statement of reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances.
- c. Once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.
- d. Employees shall be entitled to the presence of a grievance representative, at an investigatory interview, if they request one and if they have reasonable grounds to believe that the interview may be used to support disciplinary action against them.
- e. Nothing in this Section shall prevent the Employer from relieving Employees from duty in accordance with its practice, except that the Employee shall not lose any wages, because of such release.

Section 15.5 – Removal of Discipline

Any record of disciplinary action shall be removed from an Employee's file and handed to the Employee, if:

- a. from the date of the last written reprimand, twelve (12) months have passed and/or,
- b. from the date of the last suspension, eighteen (18) months has passed.

Section 15.6 – Polygraph

Employees shall not be required to take a polygraph examination as a condition of retaining employment with the Employer, nor shall they be subject to disciplinary action for refusal to take such.

Section 15.7 – Drug Testing Policy

It is the policy of the Chief Judge of the Twelfth Judicial Circuit, Will County, Illinois that all of his/her Employees be free from alcohol and illegal drugs in order to ensure that Employees can perform their duties without endangering themselves or the public. Employees of the Chief Judge are expected to be drug and alcohol free at all times that they are in the workplace.

Section 15.7.1 – Prohibitions

A. No Employee:

1. Report for duty or remain on duty while having an alcohol concentration of 0.04 or greater;
2. Be on duty or operate a motor vehicle on duty while the Employee possesses alcohol, unless the alcohol is manifested and transported as part of a shipment;
3. Use alcohol while on duty;

4. Refuse to submit to a post-accident, or reasonable suspicion alcohol or prohibited drug test, when required to do so under the terms of this policy;
 5. Report for duty or remain on duty when the Employee has used any prohibited drugs, which are identified as a) marijuana metabolites; b) cocaine metabolites; c) amphetamines; d) opiate metabolites; e) phencyclidine (PCP), except pursuant to the instructions of a physician who has advised the Employee that the drug does not adversely affect the Employee's ability to safely perform their job duties; or
 6. Report for duty or remain on duty if the Employee has tested positive for a prohibited drug;
 7. If required to take a post-accident alcohol test, use alcohol for eight hours following an accident, or until he undergoes a post-accident test, whichever occurs first.
- B. A refusal to be tested includes an Employee's refusal to sign the certification in Step 2 on the Breath Alcohol Testing Form; refusal to blow an adequate amount of breath for an alcohol test, so long as the refusal is not medically related as determined by a physician; the failure of an Employee subject to post-accident testing to make himself readily available; and a refusal to otherwise cooperate with the testing process in a way that prevents the completion of the test.

Section 15.7.2 Drug Testing Procedures

- a. Employer has the right to subject an Employee to drug and/or alcohol testing when the Employee is involved in a motor vehicle accident while on duty. The Chief Judge, the Public Defender, or their designee shall apply the testing procedures found in Section 3B of the Will County Controlled Substance and Alcohol Testing

Policy to any Employee who is involved in any motor vehicle accident while on duty.

b. Employer has the right to subject an Employee to drug and alcohol testing when the Employer has reasonable suspicion to believe that the Employee has reported to work under the influence or is at work under the influence of drugs or alcohol. The Chief Judge, the Public Defender, or their designee shall apply the testing procedures found in Section 3D of the Will County Controlled Substances and Alcohol Testing Policy to any reasonable suspicion testing.

c. Testing shall proceed under the provisions of Section 7, Testing Procedures, of the Will County Controlled Substance and Alcohol Testing Policy.

Section 15.7.4 – Union Indemnification

The Employer agrees to hold the Union harmless in any litigation that arises out of the Employers activities in carrying out the drug testing program.

ARTICLE XVI

SETTLEMENT OF GRIEVANCES

Section 16.1 – Grievance Definition

- a. A grievance shall be considered a dispute between the Employer and the Union and/or any Employee(s), regarding the application, meaning or interpretation of this Agreement, or out of conditions concerning wages, hours and all conditions of employment.
- b. Grievances may be processed by an Employee, or the Union on behalf of an Employee, on behalf of a group of Employees, or itself.
- c. Either party may have the grievant present at any Step of the grievance procedure.
- d. The resolution of a grievance, filed on behalf of a group of Employees, shall be made applicable to the appropriate Employees within that group.
- e. The discharge of probationary Employees are not subject to the grievance procedure.

Section 16.2 – Grievance Steps

- a. Step 1. Immediate Supervisor
 1. The Employee(s), with or without the Union steward, shall orally raise the grievance with the Employee's supervisor, who is outside the Bargaining Unit.
 2. The Employee(s) shall inform the supervisor that this discussion constitutes the first step of the grievance procedure.
 3. All grievances must be presented not later than ten (10) working days from the date the grievant(s) became aware of the occurrence, giving rise to the complaint.
 4. For purposes of this Article, the immediate supervisor for the Chief Investigator, office clerical, and Public Defenders is the First Assistant Public Defender.

5. The immediate supervisor shall render an oral response to the grievance, within ten (10) working days after the grievance is presented.

b. Step 2. Public Defender

1. In the event the grievance is not resolved at Step 1, it shall be reduced to writing on a form provided for such purposes, and presented by the Union to the Public Defender. The presentation shall be made within five (5) working days from the receipt of the answer or the date such answer was due, whichever is earliest.

2. The written grievance shall contain a statement of the grievant's complaint, citing the specific Section claimed to be violated by the Supervisor and/or Employer, and the relief sought.

3. The form shall be signed and dated by the grievant(s).

4. Within five (5) working days, after the grievance is presented to Step 2, the Public Defender shall discuss the grievance with the Union.

5. The Public Defender shall render a written answer to the grievance, within five (5) working days, after such discussion is held and provide a copy of such answer to the Union.

c. Step 3. Chief Judge

1. If the grievance is not resolved at Step 2, except in cases grieving the termination of a bargaining unit member the Union Representative/Grievance Committee shall present the grievance to the Chief Judge, administrative assistant to the Chief Judge, or designee of the Chief Judge, within ten (10) working Days from the Public Defender's response, or the date the response was due, whichever is earliest. Discharge grievances shall be presented exclusively to the Chief Judge.

2. Within ten (10) working days of receipt of the written grievance, the parties shall meet and hold discussions in an attempt to resolve the grievance, unless the parties mutually agree otherwise.

3. The Chief Judge shall give the written response to the Union, within ten (10) working days, following the meeting between the parties.

d. Step 4. Arbitration

1. If the grievance is not settled at Step 3, the Union Representative/Grievance Committee may submit the grievance to binding arbitration, by giving written Notice to the Chief Judge of intent to arbitrate, within fifteen (15) working days from receipt of the written response of the Chief Judge at Step 3.

2. A grievance not resolved at Step 3 shall be taken before an Arbitrator for final settlement, in accordance with the Federal Mediation and Conciliation Service.

3. The Arbitrator shall be selected, in accordance with the rules of the Federal Mediation and Conciliation Service, from a list provided by either the United States Department of Labor State Labor Relations Board or the Illinois Department of Labor State Labor Relations Board.

4. Arbitration shall be conducted, in accordance with the guidelines of the "Voluntary Labor Arbitration Rules" of the American Arbitration Association.

5. The Arbitration shall have no authority to add to, subtract from, or change any of the terms of the Agreement.

6. The costs of arbitration shall be shared equally by the Union and the Employer, and the Arbitrator shall be requested to respond in writing within thirty (30) days.

Section 16.3 – Timelines

- a. When a grievance is not processed to the next Step, within the required period of time, the grievance shall be considered withdrawn.
- b. When an answer is not received to a grievance, within the required period of time, the grievance shall be considered automatically moved to the next Step.
- c. The time limits may be extended by written agreement of the parties' authorized representatives.

Section 16.4 – Meetings

Negotiating or meeting in the grievance procedure, involving representatives of the Employer and representatives of the Union, shall be held during work hours on the Employer's premises and without loss of pay.

Section 16.5 – Free Association

- a. Nothing contained in this Article shall limit the right of any Employees, as individuals, to discuss any matter with their supervisor.
- b. If the Union representative becomes involved in this discussion, it should be brought to the attention of the Employer or their designated representative, during working hours, providing the results are consistent with the terms of the Agreement.

ARTICLE XVII

STRIKES AND LOCKOUTS

Section 17.1 – Lockouts

No lockout of Employees shall be instituted by the Employer during the term of this Agreement.

a. The Union shall not call, authorize, ratify or engage in, nor shall any member of the Union take part in any strike, work stoppage, or work slow-down on the Employer's premises.

b. The Union and the Employees further agree that they shall not picket, in any manner, which would tend to disrupt the operations of the Employer.

Section 17.3 – Sanctions for Breach

a. The Employer shall have the right to discipline any Employee who instigates, participates in, or affords leadership to an unauthorized strike, work stoppage or work slow-down, in violation of this Agreement.

b. Such disciplinary action may include discharge.

ARTICLE XVIII

OCCUPATIONAL HEALTH AND SAFETY

Section 18.1 – Equipment Usage

No Employee shall be required to use any equipment which is defective, unsafe or in violation of the law.

Section 18.2 – Working Conditions

No Employee shall be required to work in unsafe or unhealthy conditions, or in conditions which violate applicable safety rules or laws.

Section 18.3 – Safety and Health

a. Both parties to this Agreement will cooperate in the enforcement of health and safety rules and regulations.

b. Should Employees complain that their work for the Employer requires them to be in an unsafe or unhealthy situation, in violation of applicable health or safety rules, the matter shall be adjusted immediately by the Employer or their authorized representatives.

c. If the matter is not adjusted satisfactorily the complaint may be processed according to the Grievance Procedure of this Agreement, beginning a Step 3.

d. Notwithstanding the provisions of this Section, the Employer retains the right to promulgate and enforce health and safety rules and regulations, in the absence of a jointly agreed upon Health and Safety Code.

Section 18.4 – Precautions of Communicable Diseases

The Public Defender's office and the Union are committed to taking reasonable, necessary steps to limit and/or prevent the spread of communicable diseases in the workplace. Therefore, generally, the Public Defender's office agrees to the following:

a. To provide training and/or distribute written materials to Employees regarding the protocols for preventing the spread of communicable diseases. The extent and level of training provided will vary, based on the needs of the applicable entity.

b. To make professional, medical counseling available to any Employee who has reason to believe that he/she has become infected with TB, HIV, or Hepatitis B, during the course of his/her employment.

The County shall make available to the Employee who has occupational exposure, during the course of his/her employment to blood or body substances, a Hepatitis "B" vaccine, at no cost to the Employee.

ARTICLE XIX

GENERAL PROVISIONS

Section 19.1 – Pledge Against Discrimination and Coercion

a. The provisions of this Agreement shall be applied equally to all Employees in the Bargaining Unit without discrimination, as established by the laws and customs of the State of Illinois and the United States of America.

b. The Union shall share equally with the Employer the responsibility for applying this Section of this Agreement.

c. The Employer agrees not to interfere with the rights of Employees to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Employer or Employer representatives, against any Employee because of Union membership or because of any Employee activity, in any official capacity, on behalf of the Union, or for any other cause.

d. The parties acknowledge that sexual harassment is a form of unlawful sex discrimination which is not to be condoned and is, therefore, a grievable matter, which may be initially filed with the supervisor, at the Step of the Grievance Procedure, having authority over the person(s), alleged to have engaged in such conduct.

e. In accordance with the Illinois Public Employee's Labor Relations Act (IPELRA), as amended, the Employer understands and accepts the right of the Union to solicit membership, during non-work times and in non-work areas or places.

Section 19.2 – Employee Review

a. Employees have the right, upon request, to review the contents of their personnel files and working files.

b. Reasonable requests by the Employee to copy documents in the file shall be honored.

c. Requests to review personnel files shall customarily be granted within two (2) working days. While it is recognized that administrative considerations may periodically prevent compliance with this practice, any such request to review will be granted within five (5) working days.

d. With the written permission of the Employee, authorized Union representatives shall have the right to review and copy Employee files.

Section 19.3 – Intent

a. It is the specific intent of this Agreement that it shall be binding on the parties, only to the extent provided by law.

b. It is further agreed by the parties hereto that, to the extent permitted by law, they are the only parties bound by this Agreement, even though the term “Employer” as used in this Agreement, in some instances, means an elected or appointed public official.

c. The parties further recognize that many of the Employees covered by this Agreement are actually employed by elected officials or appointed public officials, and that nothing in this Agreement shall limit the rights of said elected public officials to carry out the duties of their office.

Section 19.4 Required Physical Examinations

a. The Employer shall bear the cost of job related physical examinations, by either providing a physician or reimbursing the Employee for any expenses incurred.

b. Upon presentation of proper receipts, the Employee shall receive reimbursement of the initial physical, upon successful completion of the Employee’s probationary period.

Section 19.5 – Mileage Reimbursement

Employees who are required to use their personal vehicles in the course of their employment duties shall be compensated per mile of use, at the appropriate mileage rate, established by the Will County Board.

Section 19.6 – Assignment of Car

The Chief Investigator shall have two (2) cars made available to him for him to assign to his staff, as much as possible, taking into consideration county budgetary constraints.

Section 19.7 – Case Loads

The Employer agrees that the Public Defender’s office shall maintain the felony and misdemeanor case load for Assistant Public Defenders (part-time, full-time) within ten percent of the current A.B.A. standards. During the budget year should there occur a significant increase in Court caseload, the Employer or his designee shall take appropriate steps to deal with the problem, up to and including presentations to the County Board for additional staff.

Section 19.8 – Law Library

The Employer shall fund and maintain an adequate research resource in the Public Defenders’ office.

Section 19.9 – Reimbursement of Attorney Registration and Disciplinary Dues

All attorneys within the Public Defender’s Office shall be reimbursed, upon presentation of proof of payment as required by the Employer, for payment of their dues to the Attorney Registration and Disciplinary Commission, or its successor. Full time attorneys shall be reimbursed for one hundred percent of their dues paid. Part time attorneys shall be reimbursed for fifty percent of their dues paid.

Section 19.10 – Cleaning Allowance

All attorneys within the Public Defender's Office shall be granted one annual payment, to be made in a lump sum, for a cleaning allowance. Such payment shall be made no later than May 1, of each budget year, and shall be payable to all attorneys on staff with the Public Defender office as of the time of payment. Full time attorneys shall receive \$1,000 payment. Part time attorneys shall receive a \$500 payment. No receipts or other form of claim need be submitted by an attorney to receive the cleaning allowance payment.

Section 19.11 – Bonuses

The Employer is authorized to provide bonuses in such amounts, and at such times, as they desire, to individual bargaining unit Employees, as long as the money is available.

Section 19.12 – Tort Liability – Defense and Indemnification

The Employer agrees to defend all Employees covered by the terms of this Agreement from all claims or causes of action, of any nature whatsoever, arising out of, and, within the scope of their employment.

The Employer shall hold all such Employees harmless from, and/or indemnify them for all damages and costs of litigation incurred, adjudged, assessed or otherwise levied in any cause of action brought against such Employee, arising out of and within the scope of their employment, except for amounts assessed based upon willful and wanton misconduct of an Employee.

In order to be eligible for defense and/or indemnification, the Employee shall, within ten (10) days of being placed on notice of a potential claim, or within ten (10) days of receiving a summons, notify the Public Defender or the Chief Judge, in writing, of the claim or suit. In order to be eligible for defense and/or indemnification, the Employee agrees to cooperate with the Employer, its agents and attorneys in the defense of the claim or cause of action.

Section 19.13 – Residency

The previous requirement that personnel of the Will County Public Defender reside in Will County is hereby abolished.

Section 19.14 – Continuing Legal Education

- A. The parties recognize that the Illinois Supreme Court has made Continuing Legal Education for Attorneys mandatory. The parties further recognize that there is a program of Continuing Legal Education Courses provided by the Will County Bar Association at no cost to the full-time Assistant Public Defenders. It is understood and agreed that all Full-time Assistant Public Defenders will avail themselves of the free courses through the WCBA.
- B. In the event additional courses are needed by Full-time Assistant Public Defenders to satisfy their CLE requirement, they shall apply to the Public Defender for approval. To the extent funds are available, and at the Public Defender's sole discretion, he or she may approve such application and once approved, such courses shall be paid for by the Employer.

ARTICLE XX

AUTHORITY OF THE AGREEMENT

Section 20.1 – Guarantee of Terms

This Agreement shall be immediately submitted for ratification by the parties.

Section 20.2 – Invalidation's and Savings

If any provisions of this Agreement, or the application of any such provision, should be rendered or declared invalid by a Court action, or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect, and the subject matter of such invalid provision shall be open to immediate negotiations.

Section 20.3 – Term and Effect

a. This Agreement shall be effective from the 1st day of December, 2016, and shall remain in full force and effect until November 30, 2021.

b. This Agreement shall be automatically renewed from year-to-year thereafter, unless either party notifies the other, in writing, ninety (90) days prior to November 30, 2021, that it desires to modify this Agreement.

c. Should either party so notify the other, negotiations shall begin at least sixty (60) days prior to the anniversary date.

d. This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided by one party to the other, in the manner set forth below.

e. In the event that either party desires to terminate this Agreement, written notice must be given to the other party at least ten (10) days prior to the desired termination date, which shall not occur before the anniversary date, set forth above.

ARTICLE XXI

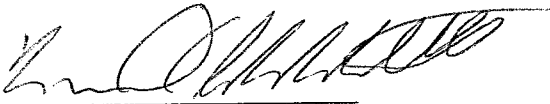
EXECUTION

Section 21.2 – Declaration


In good faith and in witness to the foregoing, contained herein, we, the undersigned agents of the parties, do hereby mutually set forth our hands in Agreement.

For the Chief Judge

For the Union:



RICHARD C. SCHOENSTEDT
12TH JUDICIAL CIRCUIT
WILL COUNTY



DISTRICT 8
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS

Date: 3/29/18

Date: 3-22-18

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding between the Chief Judge of the Twelfth Judicial Circuit and Local 124 of the International Association of Machinists and Aerospace Workers:

Whereas it is acknowledged that certain clerical support employees/secretaries in the office of the Public Defender seek to utilize PTO in conjunction with their Holidays, and

Whereas it is acknowledged that the secretaries perform vital services within the office of the Public Defender; and

Whereas, the Public Defender, by law is charged with representing indigents throughout the year, inclusive of the days adjacent to the Holidays.

Therefore, be it understood and agreed:

The Public Defender or the Secretary Supervisor will determine the necessity of work during the Holidays. Based on the necessity of work, clerical support employees/secretaries will be granted PTO. Secretarial Staff will select their PTO utilization between 12/1 – 12/15 of the previous year by rotational seniority. During the selection, secretaries may only select one of the Fourth of July, Thanksgiving, Christmas or New Year's Holidays. After this selection period, all other PTO time will be on a first come basis.

AGREED AND ACCEPTED:

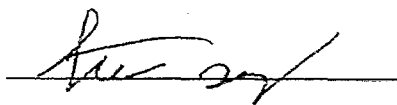


Chief Judge Richard C. Schoenstedt

12th Judicial Circuit, Will County,

Illinois

AGREED AND ACCEPTED:



Steve Jones

Grand Lodge Representative

Local 124, International Association

Of Machinists and Aerospace Workers

