

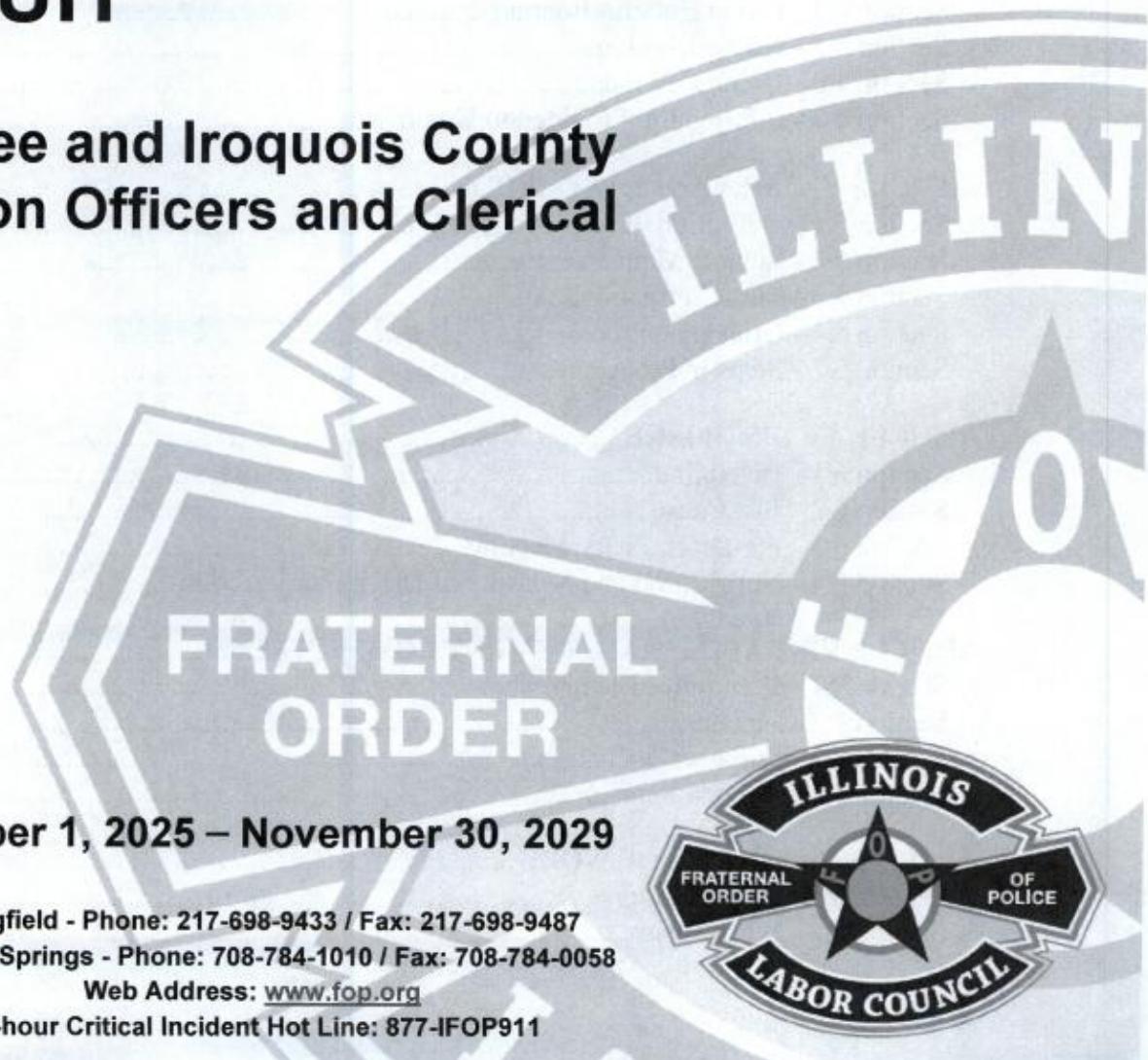
# **ILLINOIS FOP LABOR COUNCIL**

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and

## **CHIEF JUDGE OF THE TWENTY-FIRST JUDICIAL CIRCUIT**

**Kankakee and Iroquois County  
Probation Officers and Clerical**



**December 1, 2025 – November 30, 2029**

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## **AGREEMENT**

This Agreement is entered into between the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Union") and the Chief Judge of the Twenty-First Judicial Circuit (hereinafter referred to as the "Employer").

## **PREAMBLE**

The parties desire to establish harmonious relations through a mutual process of collective bargaining, to provide fair and equitable treatment to 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.

It is the purpose of this 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.

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.

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.

The parties recognize the vital and necessary role for the employees in carrying out the day-to-day work of the judicial system.

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.

In consideration of the mutual promises and agreements herein contained, the parties do mutually covenant and agree as follows:

## **ARTICLE I RECOGNITION**

### **Section 1.1 - Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters concerning and pertaining to rates of pay, wages, salaries, hours of employment, and other conditions of employment for the following Judicial employees, as certified by the Illinois Labor Relations Board as amended hereafter:

Included: All full-time and regular part-time employees of the Chief Judge of the 21st Judicial Circuit located in Iroquois and Kankakee Counties in the classifications of Probation Officer and Clerical.

Excluded: The Chief Managing Officer, Probation Officer Supervisor, Administrative Assistant and all supervisors, confidential, and managerial employees as defined by the Illinois Public Labor Relations Act, and all other employees of the Chief Judge of the 21st Judicial Circuit.

### **Section 1.2 - New Classifications**

If the inclusion of a new position classification is agreed to by the parties or found to be appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If the parties cannot reach agreement within forty-five (45) calendar days from the date of inclusion, the Union may appeal the proposed pay grade to the Arbitration step of the grievance procedure.

The pay grade originally assigned by the Employer shall remain in effect pending the arbitrator's decision. If the arbitrator rules to increase the pay grade, such rate increase shall be retroactive to the date of its installation.

The filling of any new position classification deemed to be included in the bargaining unit shall be done in accordance with the procedures for posting and bidding contained in this Agreement.

## **ARTICLE II 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 all traditional, statutory and constitutional rights to operate the Judiciary. The Chief Judge retains the respective exclusive rights as Employer enumerated below and as well as those reserved to the Employer by the Illinois Public Labor Relations Act. Such exclusive management rights include, but are in no way 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 disciplined or discharged without cause);
- (g) to establish reasonable work and productivity standards and to amend such standards;
- (h) to lay-off employees due to lack of work or funds or for other legitimate reasons;
- (i) to determine when overtime exists and to assign such overtime;
- (j) to contract out for goods and services;
- (k) to determine the methods, means, organization, and number of personnel by which such operations and services shall be provided;
- (l) to maintain efficiency of the Employer's operations;
- (m) to take whatever action is reasonably necessary to comply with State, Federal and common law;
- (n) to change or eliminate methods, equipment, and facilities for the improvement of operation;
- (o) 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;
- (p) to determine the methods, means, and personnel by which operations are to be conducted; and,
- (q) to take whatever action is reasonably necessary to carry out the functions of the Judiciary in emergency situations.

### **ARTICLE III UNION SECURITY**

#### **Section 3.1 - Membership Dues Checkoff**

Upon receipt of written authorization by the employee, submitted on a form provided for by the Union, the Employer shall deduct from each employee's paycheck such Union dues, voluntary benefit programs (and other voluntary deductions/programs, including dental, etc.), and Union assessments which have been certified by the Union in writing to the Employer. Such deductions shall continue until the employee revokes his/her written authorization in the same manner as it was initially given or until the termination date of this Agreement. The amount of deductions provided for herein shall be remitted to the Union on a semi-monthly basis, accompanied by a listing of the employee, address, and the specific deduction and amount for each.

### **Section 3.2 - Indemnification**

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

## **ARTICLE IV UNION RIGHTS**

### **Section 4.1 - Union Activity During Working Hours**

Subject to the operational needs of the Circuit Court, employees shall, after giving timely notice in such form as may be agreed to by the parties to their supervisors, be allowed reasonable time off with pay during working hours to process grievances or to attend grievance hearings, labor/management meetings, or meetings 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.

### **Section 4.2 - Access to Premises by Union Representatives**

The Employer agrees that Union representatives shall have reasonable access to the premises of the Employer for the purpose of the administration of this Agreement, provided that (1) they give prior reasonable notice to the appropriate Employer representative, and (2) they do not interfere with the performance of duties of the employees, or with the security and confidentiality of the department. The Union will furnish the Employer with a current list of the Union representatives who are or may be involved with Illinois F.O.P. Labor Council and shall maintain the accuracy of said list.

### **Section 4.3 - Leave Without Pay to Attend Union Meetings**

Subject to the operating needs of the department, Union representatives shall be granted a leave of absence without pay to attend Union meetings. In no case shall more than two (2) employees be released under this section at one time. Such requests must be made in writing at least ten (10) business days prior to the requested leave of absence. Employees shall be allowed to use earned vacation or compensatory time for this purpose, or at the Employer's discretion employees may be required to use accrued compensatory time for any hours accrued over forty (40).

### **Section 4.4 - Union Bulletin Boards**

The Employer shall provide bulletin boards and/or space at each work location. The boards shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan, abusive, or defamatory in nature.

### **Section 4.5 - No Solicitations**

Union representatives, regardless if such person is an employee, shall not solicit employees during their working hours while on duty and must restrict such Union related activity to employee's non-working hours, such as lunch and break periods. Such conduct shall not disturb the work of employees who may otherwise be working.

## **Section 4.6 - Union Officials**

The Union may select up to four (4) designated Union stewards for purposes of representing bargaining unit employees. The Union shall provide written notice of such selection to the Employer within ten (10) business days of the selection.

## **Section 4.7 - Information Provided to Union**

The Employer shall within a reasonable period of time, notify the Union steward in writing of the following personnel transactions involving bargaining unit employees: new hires, promotions, layoffs, reemployment, transfers, suspensions, discharges, and terminations. In addition, the Employer shall periodically furnish to the designated Union representative current seniority rosters. Such rosters shall be controlling in all disputes concerning seniority dates.

# **ARTICLE V GRIEVANCE PROCEDURE**

## **Section 5.1 - Definition of a Grievance**

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

## **Section 5.2 - Subject Matter/Settlement**

Only one subject matter shall be covered in any one grievance, unless mutually agreed otherwise. 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, 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 and the Union.

## **Section 5.3 - 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 5.4 - Grievance Processing**

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 verbally within ten (10) business days of the event giving rise to the grievance or when the employee should have reasonably become aware of the event. The immediate supervisor shall respond within ten (10) business days of being notified of the grievance, barring an investigation, at which point the employee will be notified of said investigation, where the Employer response time shall not begin until the investigation is complete. If the immediate supervisor's response

does not resolve the grievance, the grievance shall be reduced to its written form and advanced to step one within five (5) business days.

No employee or Union representative shall leave their work assignment to investigate, file or process grievances without first making mutual arrangements with the supervisor. In the event of a grievance, the employee shall complete any appointment or home visit in which he or she is engaged prior to filing the grievance.

### **Section 5.5 - Steps in Procedures**

Disputes arising under this Agreement shall be resolved as follows:

Step 1      Chief Managing Officer: If no agreement is reached between the employee and/or Union and the supervisor, the Union shall prepare a written grievance form mutually agreed to and present it to the Chief Managing Officer no later than five (5) business days after the complaining party was notified of the decision of the supervisor. Within ten (10) business days after the grievance has been submitted, the Chief Managing Officer shall meet with the grievant and Union representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Chief Managing Officer may require the presence of the immediate supervisor at this meeting. The Chief Managing Officer shall respond in writing to the grievant within five (5) business days following the meeting.

Step 2      Chief Judge: If the grievance is not settled at Step 1, the grievance may be referred in writing, within ten (10) business days after the decision of the Chief Managing Officer to the Chief Judge of the Twenty-First Judicial Circuit. Within fifteen (15) business days after the grievance has been filed, the Chief Judge and/or his/her designee shall meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. In the event that the Chief Judge is unavailable to meet for reasons such as administrative duties taking him out of the Circuit for a work week or more, or because of vacation, this fifteen (15) day limitation to discuss the grievance shall begin to run from the time that the Chief Judge returns. In either event, the Chief Judge or his/her designee shall respond in writing to the grievant within fifteen (15) business days following the meeting.

Step 3      Arbitration: If the dispute is not settled at Step 2, the matter may be submitted to arbitration by the Union, with notification to the Employer, within twenty-five (25) business days after the Step 3 response or the expiration of the fifteen (15) day period if the Chief Judge fails to render a written decision. If in accordance with the above procedure, the grievance is appealed to arbitration, representatives of the Employer and the Union may meet or hold other discussions to select an arbitrator from a list of mutually agreed to arbitrators, providing such a list has been established by the parties. If the parties are unable to reach an agreement on an arbitrator from that list, or if one of the parties chooses not to participate in this process then, within ten (10) business days after the matter has been submitted to arbitration, the Union and Employer shall jointly request that the Federal Mediation and Conciliation Service (FMCS) 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 Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expenses of its witnesses. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the parties. The decision and award of the arbitrator shall be final and binding on the Employer, the Union, 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. An arbitration award reinstating a discharged employee, and in doing so allowing for a suspension without pay in excess of thirty (30) days is not a violation of this paragraph or Section 6.1 of Article VI.

The parties will attempt in good faith to provide each other at any point during the grievance process with all pertinent documents and information upon request by either party.

## **ARTICLE VI DISCIPLINE**

### **Section 6.1 - Discipline**

The parties recognize the principle of progressive and corrective discipline for non-probationary employees. The right of the Employer to discipline for just cause is recognized by the Union. Disciplinary action shall include only the following:

- a. Oral reprimand
- b. Written reprimand
- c. Suspension up to thirty (30) days without pay
- d. Discharge

Additionally, the Employer is encouraged to use counseling of employees prior to the imposition of discipline when appropriate. Furthermore, nothing in this section prohibits the Employer from providing or requiring appropriate training.

All disciplinary actions taken, including oral reprimands, shall be documented in writing and provided to the employee. 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 nature or severity of the offense.

## **Section 6.2 - 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 had a reasonable period of time to investigate the matter. The Employer shall not be mandated to levy discipline before an investigation is complete.

If the Employer has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public.

## **Section 6.3 - Pre-Disciplinary Meeting**

For discipline other than oral reprimands, prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall notify the employee that a pre-disciplinary meeting is to be held and shall then meet with the employee and inform him or her of the reason for such contemplated disciplinary action. The employee shall have the right to have Union representation at the pre-disciplinary meeting, and the employee shall be given the opportunity to rebut or clarify the reasons for such discipline. Reasonable extensions of time for rebuttal purposes will be allowed when warranted and if requested. If the employee chooses not to have a Union representative present, a Union 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.

## **Section 6.4 - Notification and Measure of Disciplinary Action**

In the event disciplinary action is taken against an employee, the Employer shall promptly furnish the employee in writing with a clear and concise statement of the reasons thereof. In cases of suspension or discharge the Employer shall provide the Union with copies of the written statement.

The employee shall be entitled to the presence of a Union 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.

# **ARTICLE VII LABOR/MANAGEMENT COMMITTEE**

## **Section 7.1 - Committee Membership**

In order to maintain communications between Labor and Management for the purpose of cooperatively discussing and solving problems of mutual concern, the parties agree to establish a joint Labor-Management Committee.

Unless otherwise agreed to by the parties, the Union shall designate up to three (3) employees to attend such meetings, however, no more than one employee shall be designated from Iroquois County without prior departmental approval. The designated employees incurring reasonable mileage expenses that they would not otherwise have incurred but for attendance at the Labor-Management Committee meeting shall be reimbursed at the then current mileage reimbursement rate.

### **Section 7.2 - Meetings**

The first meeting of the Committee shall be not less than ninety (90) days after the execution of the Agreement. Thereafter, unless otherwise agreed to by parties, the Committee shall meet upon request of either party, but not more frequently than ninety (90) days except by mutual agreement.

The meetings shall be scheduled at a time, place, and date mutually agreed upon.

### **Section 7.3 - Purposes**

Subjects at Committee meetings shall include items such as:

- a. exchange of information about developments that may impact upon employees or the labor-management relationship;
- b. administration of the collective bargaining agreement; and
- c. suggestions for improvements in operations.

### **Section 7.4 - Agenda Items**

The party requesting a Committee meeting shall prepare and submit a proposed written agenda to the other party at least five (5) business days prior to the scheduled meeting. If there is no agenda prepared and submitted by the requesting party, there shall be no meeting. Either party may add to the agenda no later than three (3) business days prior to the scheduled meeting date unless otherwise mutually agreed.

## **ARTICLE VIII HOURS OF WORK**

### **Section 8.1 - Regular Hours**

Policy 620 (attached) will remain in effect. Employees have the option of choosing from one of the following annual work hour options:

8:30 a.m. to 4:30 p.m. – One (1) hour uninterrupted, unpaid meal period (5-day week).

8:00 a.m. to 5:15 p.m. – One half (0.5) hour uninterrupted, unpaid meal period (4-day week).

Field Units shall continue to work split shifts pursuant to current practice.

The Employer may agree with individual employees to deviate from the above referenced hours.

### **Section 8.2 - Work Week**

Monday through Friday

Intensive Probation Services and Home Detention- Sunday through Saturday - Flex days off shall continue pursuant to current practice.

## **ARTICLE IX OVERTIME**

### **Section 9.1 - Overtime Rate**

Employees shall receive overtime compensation at the rate of one and one-half (1.5) times his/her hourly rate for all authorized hours worked in excess of forty (40) hours per workweek. However, when an employee is on "on call status" the overtime rate of time and a half shall begin after thirty-five (35) hours. If an employee is contacted while the employee is on "on call status" after normal working hours, the employee shall receive a minimum of thirty minutes of compensatory time. Absent mutual agreement of the Employer, the employee, and the Union, overtime compensation shall be in the form of compensatory time.

### **Section 9.2 - Use of Compensatory Time**

Compensatory Time earned under any provision of this Agreement shall be taken at a time convenient to the employee and consistent with the operating needs of the Employer. In order to comply with this requirement, compensatory time shall be requested at least 24 hours in advance, unless such notice cannot reasonably be given. Compensatory time may be accrued up to forty (40) hours. Any compensatory time earned in excess of the forty (40) hours may be assigned by the Employer. Any compensatory time earned in excess of forty (40) hours must be requested by the employee for use by November 1 and be utilized no later than November 30<sup>th</sup> of each year unless otherwise approved by supervision. All of the remaining forty hours or less of compensatory time not used by November 1 shall be liquidated and paid to employees by November 30. However, the employee may choose to retain twenty-two and five tenths hours (3 days) or fewer hours rather than have the hours liquidated and paid.

### **Section 9.3 - Overtime Approval**

All overtime worked must be pre-authorized by the Chief Managing Officer or his designee. Overtime shall be given to an employee only for such services actually performed with proper authorization.

### **Section 9.4 - Paid Time Off**

All paid time off shall count toward the 40/35 hour triggers referenced in Section 9.1.

## **ARTICLE X HOLIDAYS**

### **Section 10.1 - Holidays Recognized and Observed**

Subject to the administrative and supervisory authority of the Illinois Supreme Court, the paid holidays shall be those designated for the applicable county court by the Chief Judge of the Twenty-First Circuit or his designee. In addition, all employees shall receive the use of one personal day per year. In the event that during the life of this Agreement the Chief Judge reduces the number of holidays in a given year from the current schedule (fiscal year 2010), the Union may

request to bargain pursuant to IPLRA. Normally the Employer will produce the schedule of holidays reasonably in advance of the end of the fiscal year.

### **Section 10.2 - Work on a Holiday**

In addition to the regular hourly wages or normal time off due an employee as holiday pay, employees shall be paid at the rate of double time in compensable time off for hours actually worked on a holiday.

### **Section 10.3 - Holiday During Vacation**

If a holiday falls within an employee's scheduled vacation, such employee, shall be granted an additional day of vacation or shall be credited with another day off.

## **ARTICLE XI VACATIONS**

### **Section 11.1 - Accrual**

Effective on an employee's anniversary date, employees shall earn vacation time in accordance with the following schedule:

After 6 months of service	Thirty-five (35) hours
After 1 year of service	Thirty-five (35) hours
After 2 years of service	Seventy (70) hours
After 7 years of service	One hundred five (105) hours
After 15 years of service	One hundred forty (140) hours
After 21 years of service	One hundred forty-seven (147) hours
After 22 years of service	One hundred fifty-four (154) hours
After 23 years of service	One hundred sixty-one (161) hours
After 24 years of service	One hundred sixty-eight (168) hours
After 25 years of service	One hundred seventy-five (175) hours

### **Section 11.2 - Vacation Schedules by Seniority**

During the first two calendar weeks of December of each year the Employer shall post sign up lists in the facilities, one in the Kankakee juvenile division, one in the Kankakee adult division, and one list in the Iroquois facility. The lists shall be accessible and visible to all bargaining unit employees. The list(s) shall remain posted for three (3) weeks, or until each employee has had the opportunity to sign up for their choice of vacation time, whichever is less. Sign ups and awards shall be on a division-wide basis.

Employees shall choose their vacation time off for the remaining calendar year in descending order of seniority. Employees may sign up for up to two (2) separate blocks of vacation time during this period (i.e. Feb 4-8 and November 25-29). Each non-contiguous block of time shall be interrupted by the resumption of the sign up process in descending order of seniority (see sample sign up list). Upon completion of this sign up period, vacation time off listed on this sheet may not be cancelled by the Employer. After the list is taken down employees may then request vacation time on a first-come/first-serve basis, with seniority used as a tie breaker in the event of two or more requests submitted at the same time.

### **Section 11.3 - Use**

Vacation time should be used by December 31 of each year. However, if requested by an employee and approved by the Department Head, an employee may postpone thirty-five (35) hours of vacation to be used by March 31 of the next year. Notwithstanding the above, employees who receive an additional week of vacation in October, November or December have until March 31 to use the additional week. Vacation time shall be taken in increments of not less than fifteen minutes at a time, at any time after it has been earned. No vacation shall be taken without prior Employer approval. An employee who separates from court services, other than for employment with the county where the employee has been working and where he/she will receive credit for the vacation earned in court services, is entitled to full payment for any unused vacation time.

## **ARTICLE XII SICK LEAVE AND EXTENDED ILLNESS BANK**

### **A. Kankakee County & Iroquois County**

Sick leave and extended illness benefits for employees in the Probation Department shall be determined by the provisions of this Agreement. It is the policy of the Probation Department to provide protection for its full time employees against loss of income because of illness. All eligible employees are encouraged to save as much sick leave and extended illness time as possible to meet serious illness situations. Sick leave is not intended for a one day vacation nor to be used to extend vacation periods or holidays.

Sick leave and extended illness leaves will be granted to full time employees only. Sick leave and extended illness time will be granted on January 1 of each year and will be based on the employee's service as of December 31 of the prior year. Sick leave and extended illness accruals shall be calculated and applied in conformity with the following example:

Full time employees will be granted fourteen (14) hours of sick leave at date of hire, and twenty-one (21) additional hours of sick leave after six (6) months of employment. After one year of service, employees will be granted thirty-five (35) hours of sick leave on their anniversary date. After one full year of employment, earned time will always be granted on January 1<sup>st</sup>—see schedule below.

Hire Date:	Fourteen (14) hours
After six (6) months:	Twenty-one (21) hours
One (1) year anniversary:	Thirty-five (35) hours
January 1 <sup>st</sup> (after one (1) year of service):	Seventy (70) hours
January 1 <sup>st</sup> (after four (4) years of service and thereafter):	Sixty-three hours/forty-two (42) hours of extended illness time

### **SICK TIME POLICY**

1. You must have sick time available in your sick bank.

2. On December 31 of every year, all sick time will be transferred to the extended illness bank.
3. Sick time may be utilized by employees (a) when they are sufficiently ill so that good judgment would determine it best not to report to work, (b) in the event of an injury or illness to oneself or a member of the employee's immediate family, and (c) for routine medical and dental appointments. Sick leave hours may be used for an employee's family illness pursuant to the Employee Sick Leave Act, 820 ILCS 191/5, where that statute applies.
4. All foreseeable sick leave requires approval of the appropriate Department Head.
5. Any absence of twenty-one (21) hours or longer requires a physician's statement of release and verification substantiating that they may return to work. In addition, the Department Head may request a physician's statement for shorter periods of time.
6. Notice of an employee's desire to return to work after an extended illness must be given to the Department Head no less than 24 hours in advance.
7. Department Heads or any authorized authority may direct an employee who appears ill to leave work to protect the health of other employees. Compliance with such an order will not be charged to the sick leave for the first day.
8. An employee obtaining sick leave under false pretenses or an appointed Department Head falsely certifying sick leave allowance for absence from work may be subjected to disciplinary action.
9. Upon termination from the Probation Department's service, accumulated but unused sick time benefits will not be paid.

**The following guidelines should be followed as it relates to extended illness bank:**

1. Any time an employee has a doctor's excuse substantiating the need to be off for a medical condition, their time may be used from the extended illness bank. With Department Head approval, this may also hold true for any sickness or medical appointment in the immediate family (with a doctor's excuse) under the same conditions as regular sick leave. A copy of the doctor's excuse must also be submitted by the Department Head to the Payroll Department.
2. If an employee is hospitalized, the accumulation in the extended illness bank will be used to continue the employee's regular pay. However, an approved statement from the physician or admittance to a hospital will be necessary for any benefits to be received from the extended illness bank. A copy of this statement must be sent to the Payroll Administrator.

3. If the employee exhausts the extended illness bank, any sick or vacation hours that have been accrued may be used to extend the employee's regular pay.
4. If any employee is eligible for I.M.R.F. disability payments, they may apply after the appropriate waiting periods have been achieved (see I.M.R.F. policy). No individual may receive I.M.R.F. disability payments at the same time he or she will be paid from the extended illness bank retroactively from the first day of illness.
5. If an employee is hospitalized as a result of the illness, immediately following days of illness as a result of the illness, he or she will be paid from the extended illness bank retroactively from the first day of illness.
6. Employees undergoing outpatient surgery may be paid from the extended illness bank from the day of the surgery.
7. A maximum of one thousand six hundred eighty (1,680) hours may be stored in the extended illness bank.
8. While an employee is utilizing time from his or her extended illness bank, employees will continue to accrue vacation and sick time. However, that time may not be used until the employee returns to work on a full-time basis.
9. An employee who terminates service with the Probation Department will not be paid for any unused time in their extended illness bank but will be allowed to use such time toward pension service credit.
10. If an employee requires ongoing treatment for an injury or illness, the employee may utilize time from their extended illness bank beginning on the fourth (4th) day of absence, providing there is proper documentation from the employee's physician.

**B. Personal Time**

Employees who have three hundred fifteen (315) hours or more of accrued and unused sick leave may trade up to twenty-one (21) hours of sick leave time for twenty-one (21) hours of personal time in each year. Additionally, each employee shall be granted seven (7) hours of personal time each calendar year. All personal time may be used as desired by the employee, but must be used during the year obtained.

**ARTICLE XIII OTHER PAID LEAVES**

**Section 13.1 - Bereavement**

Employees will be given up to three (3) days off with pay in the event of a death of a member of their immediate family. For purposes of this Article, "immediate family" shall be defined as the employee's spouse or any of the following of either the employee or their spouse, father, mother, brother, sister, child, grandchild, grandparent, step-parent, or step-child.

### **Section 13.2 - Jury Duty/Court Appearances**

Upon notice to the Department Head, full-time or part-time employees shall be permitted authorized absence from duty for appearance in court, because of jury service and obedience to subpoena or by direction of proper authority. Said absence from duty will be with full pay for each day the employee serves on jury duty or testifies as a witness, other than as a defendant, including necessary travel time. Employees need to bring any checks received for payment for jury service to the Payroll Administrator and the employee will be required to reimburse the County for any payment of time received for service to the courts. Any mileage payments are not payable to the County. The employee will report to work when not required to be in court during regular work hours. Attendance in court in connection with an employee's official usual duty or in connection with a case in which the County is a party, together with travel time necessarily involved, shall not be considered absence from duty within the meaning of this policy. Said absence from duty will be without pay when an employee appears in private litigation to which the County is not a party.

## **ARTICLE XIV SENIORITY**

### **Section 14.1 - 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 a probation department in the Twenty-First Judicial Circuit since the employee's last date of hire. Employees who have accrued continuous service with Iroquois or Kankakee County and who have transferred with no break in service to employment with a probation department in the Twenty-First Judicial Circuit shall be given credit for said unbroken service for purposes of benefit accrual. For purposes of benefit accruals those employees who have received seniority credit for time worked for a county in the circuit shall continue to receive such credit. Section 14.2 - Probationary Period

### **Section 14.2 - Probationary Period**

Newly hired employees shall be considered probationary during the first twelve (12) months of their employment with the Probation Department. Probationary employees may be discharged for any reason and without a showing of just cause.

### **Section 14.3 - Termination of Seniority**

Seniority shall be terminated when an employee:

- (a) resigns or otherwise quits;
- (b) leaves employment with the Chief Judge to be employed in another office within the county;
- (c) is discharged for just cause;
- (d) retires;
- (e) is laid off pursuant to the provisions of the applicable Agreement for a period of twenty-four months;

- (f) is absent for three (3) scheduled work days without proper notification and authorization and fails to provide within a reasonable period of time, in no case more than thirty (30) days, verifiable evidence of a sufficiently compelling explanation for the absence; or
- (g) fails to return to work at the conclusion of an approved leave of absence and fails to provide within a reasonable period of time, in no case more than thirty (30) days, verifiable evidence of a sufficiently compelling explanation for failing to return.

#### **Section 14.4 - Reinstatement**

If an employee resigns or quits, and subsequently is rehired by the Employer within twelve (12) months of the termination of their previous employment, the employee will retain all their previous seniority.

#### **Section 14.5 - Layoff**

The Chief Judge in his or her discretion shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, employees will be laid off within their respective job classifications (for purposes of this section either clerical or probation officer) in the following order:

- A. temporary employees, seasonal employees, provisional employees;
- B. part-time employees not included in the bargaining unit affected;
- C. probationary employees; and,
- D. in the event of further reductions in the labor force, employees shall be laid off from the affected classification in the inverse order of their seniority in the Circuit. If a layoff of bargaining unit employees occurs and due to legitimate operating needs the Employer must re-assign work the parties shall meet to discuss and consider options and alternatives. Unless agreed to otherwise, the Employer will first seek volunteers on a seniority basis to fill any assignment, provided the employee is qualified to do the work. Thereafter, any assignment that is involuntary will be made on an inverse seniority basis provided the employee is qualified. An employee who is given an involuntary assignment shall have first rights to return to his/her former position if it becomes available.

The Employer shall provide a minimum of forty-five (45) days advance notice of pending layoff decisions to employees affected, with a copy of such forwarded to the Union steward.

Any employee who bumps an employee from another county as a result of a layoff, shall be required to work in the county into which he or she bumped, and shall not be reimbursed for travel to and from work in such county.

#### **Section 14.6 - Recall**

Employees who are laid off pursuant to Section 14.5 above shall be placed on a recall list for a period of not more than twenty-four (24) months. Employees on the recall list shall be recalled to the open position within their classification (clerical or probation officer) in the inverse order of their layoff. Current employees not on the recall list shall be eligible to bid for positions within their classification. Laid off employees on the recall list are eligible to bid on open positions, but their bids are subordinate to those of active employees. In the event two (2) or more bidders possess relatively equal qualifications to fill the opening such that there is a minimal margin of difference between them, the most senior bidder shall be appointed.

An employee who refuses recall from layoff will be placed on the bottom of the recall list. An employee who refuses recall from layoff that would result in the Employer having to hire a new employee to fill the offered position will be deemed to have resigned as of the date that the recall opportunity was offered, or maintained on the recall list at the Employer's discretion, subject to timely notice to the Union.

#### **Section 14.7 - Recall Notice to Employees**

Employees eligible for recall shall be given fourteen (14) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Employer of his/her intention to return within three (3) days after receipt of the notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered or certified mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Employer with his/her latest mailing address.

### **ARTICLE XV VACANCIES**

Whenever a job opening occurs in any existing job classification (defined as clerical or probation officer), or as the result of the development or establishment of new job classifications, a notice of such opening and job description shall be posted on all bulletin boards for three (3) business days.

The Union shall receive a copy of all job vacancies and a list of all new employees within the Bargaining Unit.

During this period, employees who wish to apply for the open position or job, may do so. The application shall be in writing, and it shall be submitted to the employee's immediate supervisor. At the expiration of the posting, the Employer shall conduct interviews with all applicants and select an applicant to fill the opening. Cases are assignments and are not guaranteed when applying for an opening within a classification. All openings must be filled within forty-five (45) days of the original posting.

In the event two (2) or more applicants possess relatively equal qualifications to fill the vacancy such that there is a minimal margin of difference between them, the most senior applicant shall be appointed. The Employer's good faith assessment that an officer is more qualified than

another officer or better suited for the position than another officer may be more than a "minimal margin of difference". A temporary vacancy is defined as a vacancy that may occur in any classification for a period from four (4) days to ninety (90) days due to approved leaves of absence, vacations or other seasonal reasons. Such vacancies may be filled by the Employer with temporary employees and without regard to the paragraphs above.

Except in cases where an employee is bidding for a higher paying job or position, employees who apply for and are chosen for an open position or job shall not be eligible to apply again for an open position or job for a period of twenty-one (21) months from the effective date of the appointment to the new position. For reasons of operational considerations management may waive or reduce this bar as it may apply to an individual.

#### **ARTICLE XVI HEALTH & SAFETY**

The Employer agrees to provide a safe and healthful workplace and take appropriate actions to correct all known hazards, provided however that it is understood the Employer may be limited in acting immediately on such problems beyond its control due to budgetary and physical infrastructural constraints. In such instances, the parties shall meet to discuss alternatives in the interim and shall attempt to establish reasonable protocol to alleviate the problem if possible. The Employer agrees that where certain limitations as described above prohibit it from taking immediate action it shall then attempt to seek necessary funds from the county. The Union recognizes that it may not be possible to secure all or any such funds during the current fiscal year.

The parties agree that labor/management meetings shall be an appropriate forum to discuss health and safety issues.

#### **ARTICLE XVII PERSONNEL FILES**

Upon appropriate written request, an employee may inspect his/her personnel file. Inspection shall occur at a time and in a manner mutually acceptable to the employee and the Employer. Copies of materials in an employee's personnel file shall be provided to the employee upon request if such materials are to be used in conjunction with the processing of a grievance filed by the employee or the Union. The employee shall receive the first copy at no cost, however any additional copies requested by the employee will be charged at a rate of .25 cents per page. Pre-employment information, e.g. reference checks and responses, or information provided the Employer with the specific request that it remain confidential except as otherwise provided for by law, shall not be subject to inspection or copying.

#### **ARTICLE XVIII EQUIPMENT AND CLOTHING**

The Employer shall continue to provide the following equipment to the Probation Officers:

- 1) Vehicles which shall contain a radio
- 2) Flashlight

- 3) Handcuffs
- 4) Bulletproof Vests
- 5) Handheld Radios and radio holster/holder
- 6) Firearms Training, Ammunition, Cleaning Supplies, Practice & Qualifications, (for all probation officers who carry firearms)
- 7) Badges/Identification Cards
- 8) High Risk Officer will be allotted five hundred (\$500.00) dollars as may be adjusted pursuant to tax law their first year of employment for additional equipment. Each subsequent year while employed they shall receive two hundred dollars (\$200) annually as may be adjusted pursuant to tax law. Logo approval for identification of the department on shirts and coats shall require prior management approval. The equipment and clothing allowance shall be available in the first full pay period of the fiscal year and shall be redeemed using corporate accounts established with Galls, The Ray O'Herron Company and Amazon Business. Unused amounts will roll over from year to year; however, any unused balance shall be forfeited upon separation, termination, or retirement.
- 9) Bulletproof vests will be replaced as needed.
- 10) The Employer will provide Taser qualification training for all employees who are authorized to carry a Taser and will maintain a sufficient number of functional Tasers for use in its offices and in the field.

Kankakee Office:

One Taser for each probation officer

Iroquois Office:

3 High Risk  
1 General Use-Adult Division  
1 General Use-Juvenile Division

## **ARTICLE XIX WAGES AND OTHER BENEFITS**

Employee covered under this Agreement shall receive wages on an hourly rate of pay basis.

### **Section 19.1 - Wages - Probation Officers**

- A. Probation Officers will be paid in accordance with the wage rates as listed in Table 1 (P.O. 1), or Table 2 (P.O. 2), whichever is applicable.

Wage increases referenced in tables are contingent upon satisfactory performance evaluations.

1. Following the completion of seven or more years service in the department a P.O. 1 shall advance to the position of P.O. 2. A P.O. 1 may receive up to two years of credit toward the seven year eligibility requirement for prior experience in a court services department/probation office or a juvenile detention facility not covered by this Agreement upon completion of two (2) years of service.
- B. In place of weekend, holiday and shift differentials paid to employees who generally work at times when other employees are free from duty, Probation Officers officially designated by management as the Sex Offender Unit or Home Detention Officers shall receive a ten percent pay differential over and above the pay figure corresponding to their position on the appropriate table.

#### **Section 19.2 - Wages - Clerical**

Administrative secretaries and secretaries will be paid in accordance with the appropriate wage rates listed in Tables 3 and 4.

#### **Section 19.3 - Performance Evaluations**

Employees in the bargaining unit shall be subject to performance appraisal pursuant to guidelines developed by the Office of the Chief Judge in cooperation with the Administrative Office of the Illinois Courts. Each employee shall be evaluated at least annually. An employee's performance evaluation shall be reviewed and discussed with the employee and the employee shall be permitted to respond in writing to their evaluation.

If an objective was not reasonable attainable, the relative weights for other sections of the employee's performance evaluation form shall be adjusted proportionately to allow for distribution of the total possible points.

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

An employee may utilize the grievance procedure to appeal a disagreement on the performance evaluation only when the rating received has an adverse impact on the employee. However, disagreements with respect to superior performance shall not be grievable to the arbitration level.

#### **Section 19.4 - Health Insurance**

The Employer agrees to provide the same health insurance plan on the same conditions as is provided by the county where the employee works. If the Kankakee County plan has different levels of employee contributions between two or more groups, the employees covered by this Agreement shall pay the lowest level of employee contribution paid by any other group.

Employees who voluntarily or involuntarily transfer from one county within the circuit to another shall suffer no gap in health insurance coverage because of a waiting period that is generally applied to new employees. Whether this is accomplished by continuing to apply during the waiting period the health insurance of the county from which the employee is transferring or by waiving the waiting requirement of the county to which the employee is transferring shall be determined by the Employer.

Bargaining unit members working in Iroquois County will make insurance contributions consistent with the following schedule:

	Effective 12-1-2015
Single Coverage	25% <sup>a</sup>
Employee + Spouse	50%
Employee + Children	50%
Family	50%

Any bargaining unit member who qualifies for retirement under IMRF and has at least twenty (20) years of service with the 21st Judicial Circuit Probation Office, shall effective upon signing of this Agreement receive the same retiree health insurance benefit as is currently available in the county of their assignment for retirees. The Probation officers assigned to the Kankakee office shall receive \$12.50/month for each year of service completed paid on the employee's behalf by the Employer for County Health Insurance coverage until the employee reaches the age of eligibility for Medicare coverage. This benefit is intended by the parties to be a permanent benefit for those employees who retire while this Agreement is in effect.

If a retired employee has other health insurance coverage as a result of employment elsewhere, this benefit shall not apply. The Employer agrees to provide fully paid health insurance for the surviving spouse/children of any employee who dies as a result of the performance of his duties, consistent with the insurance coverage provided to other bargaining unit employees. Eligible children are defined as those up to the age of eighteen (18) or those between the ages of eighteen (18) and twenty-six (26). Surviving children shall be covered in accordance with the terms of the insurance carrier's policy covering bargaining unit employees. Should the Employer be unable to provide the same continuing health care coverage to a surviving spouse and/or child, the Employer will reimburse the amount to the surviving spouse and/or child up to the amount that it pays for then current employees, with proof of payment. Nothing in this Agreement shall be interpreted to reduce benefits provided for under the Illinois Public Safety Employee Benefits Act.

### **Section 19.5 - Mileage**

Employees shall be reimbursed for mileage at the then current State of Illinois rate.

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<sup>a</sup> All percentages are of the total monthly premium.

### **Section 19.6 - Other Benefits**

Should unrepresented employees, in the respective county where bargaining unit employees work, receive an across-the-board increase in benefits exceeding a benefit contained in this Agreement, the total increased benefit shall be applied in the same manner to the bargaining unit members in that county in lieu of the benefit contained in this Agreement.

### **Section 19.7 - Standby Pay**

Effective December 1, 2022 Probation Officers who are placed in “on-call status” on a regular or rotational basis will be paid fifty dollars (\$50.00) a month in addition to their regular pay.

### **Section 19.8 - Tuition Reimbursement**

Bargaining Unit employees will be eligible for tuition reimbursement, unless the program is formally suspended county-wide or not funded by the county board(s) for financial reasons, according to the following procedures:

- A. All classes must be job related and pre-approved as determined by the Department Head and the Human Resources Director (or designated official of the county where the officer is employed).
- B. Only employees who have worked full time for one year or more are eligible for reimbursement.
- C. All classes must be taken at an accredited college and must be for college credit hours.
- D. Individuals who are applying for reimbursement must have at least a Satisfactory Job Performance Rating.
- E. Tuition Reimbursement will be at the same rate as Governor’s State University charges for a credit hour of graduate level work, or the cost of the tuition, whichever is less.
- F. Tuition payment will be reimbursed only after proof of a grade “C” or higher has been given to the Human Resources Director (or designated official of the county where the officer is employed).
- G. Any employee who receives reimbursement for his or her tuition from another source (i.e. scholarship) is only eligible for the portion of the tuition that was not covered by another outside source.
- H. Maximum yearly payout is twelve (12) credit hours.
- I. An employee will be responsible for paying back 50% of any tuition reimbursement received under this policy during the twenty-four (24) months prior to the employee’s termination.

### **Section 19.9 - Residency**

Bargaining unit employees may reside anywhere within 15 miles of the border of the 21<sup>st</sup> Judicial Circuit that is also within the State of Illinois.

### **Section 19.10 - Evaluation Bonus**

Effective for evaluation period ending August 31, 2019 and thereafter:

If an employee's performance score is the highest score on the performance evaluation within their assigned classification (Kankakee Office Adult Division-High Risk Officer, Kankakee Office Adult Division-Line Officer, Kankakee Office-Juvenile Division, and Iroquois Office), this employee shall receive by November 30<sup>th</sup> a five-hundred dollars (\$500.00) bonus to be paid in a cash payout. This bonus shall be non-cumulative, i.e. it shall not be added to an employee's base salary.

## **ARTICLE XX NO STRIKE/NO LOCKOUT**

### **Section 20.1 - No Strike/Slowdown**

During the term of this Agreement, neither the Union or any officers, agents, designees, or employees of the Employer shall instigate, promote, sponsor, engage in, aid, abet, or condone any strike (including sympathy strike), slowdown, or concerted stoppage of work.

### **Section 20.2 - No Lockout**

During the term of this Agreement, the Employer shall not instigate a lockout over a dispute with the Union so long as there is no breach of Section 20.1.

### **Section 20.3 - Union Responsibility**

Upon notice by the Chief Judge to the Union that certain bargaining unit members are engaged in a violation of this Article, the Union shall immediately in writing order such members to return to work, provide the Chief Judge a copy of such, and the bargaining agent of the Union shall promptly and publicly order them to return to work and do whatever acts are reasonably necessary to secure their immediate return to work.

### **Section 20.4 - Penalties**

Any employee engaging in activity prohibited by this Article, or who instigates or gives leadership to such activity, shall be subject to immediate discharge by the Employer. The only issue that may be raised in any proceeding in which such discipline or discharge is challenged is whether or not the employee actually engaged in such prohibited conduct, provided however, that the degree of the penalty is not found by the arbitrator to be arbitrary, unreasonable, or capricious.

## **ARTICLE XXI ENTIRE AGREEMENT**

### **Section 21.1 - Entire Agreement**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, and the employee personnel manual and policies as may be amended from time to time, provided such amendments are not mandatory subjects of bargaining. Where personnel manual and policies conflict with this Agreement, this Agreement shall control.

### **Section 21.2 - General Principles Regarding Judiciary**

No provision in this Agreement which adversely affects or interferes with the constitutional or inherent judicial powers of the Judiciary or with a rule or order of the Supreme Court may be enforced.

No provision in this Agreement may interfere with the supervision or conduct or a lawsuit by a judge. No provision in this Agreement which interferes with the supervision or conduct of a lawsuit by a judge may be enforced.

### **Section 21.3 - Savings**

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

## **ARTICLE XXII IMPASSE ARBITRATION**

The parties agree that bargaining impasses will be resolved through the interest arbitration procedures of 5 ILCS 315/14 and the Rules and Regulations of the Illinois Labor Relations Board.

## **ARTICLE XXIII DURATION**

### **Section 23.1 - Duration**

This Agreement shall be effective from December 1, 2025 and shall remain in full force and effect until November 30, 2029 except as herein provided. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by mail by either party not less than sixty (60) or more than one-hundred twenty (120) days before the expiration date. In the event that such notice is given, negotiations shall begin no later than fifteen (15) calendar days after notice unless a later time is mutually agreed to. Nothing in this paragraph shall preclude

commencing negotiations by mutual agreement earlier if so desired. Termination notices shall be considered to have been given as of the date shown on the postmark.

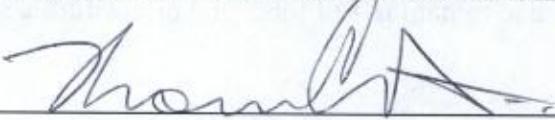
#### **Section 23.2 - Continuing Effect**

Notwithstanding the foregoing, this Agreement shall remain in full force and effect after any expiration date while negotiations are continuing for a new contract between the parties. All provisions of this contract shall continue to remain in full force and effect during said period.

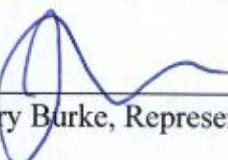
**SIGNATURE PAGE**

SIGNED AND ENTERED INTO THIS 30 DAY OF December, 2025.

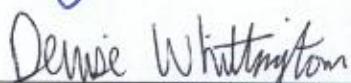
**CHIEF JUDGE OF THE 21ST JUDICIAL CIRCUIT:**



**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL:**



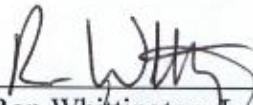
Jeffery Burke, Representative, Illinois FOP Labor Council



Denise Whittington, Labor Committee



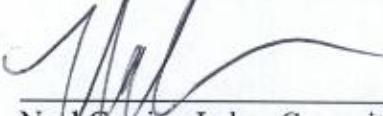
Lance McCann, Labor Committee



Ron Whittington, Labor Committee



Vince Fox, Labor Committee



Neal Currier, Labor Committee

## **APPENDIX B MEMORANDUM OF AGREEMENT ON EMPLOYEE DRUG AND ALCOHOL TESTING**

### **Section 1, Statement of Policy**

It is the policy of the Probation and Court Services Department that the public has the right to expect persons employed by the 21<sup>st</sup> Judicial Circuit to be free from the effects of drugs and alcohol. The Employer has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the employees.

### **Section 2, Prohibitions**

Probation officer/employee shall be prohibited from:

- (a) Consuming or possessing alcohol at any time during the work day or anywhere on any County premises, job sites, including all County buildings, properties, vehicles and the officer's personal vehicle while engaged in the Employer's business;
- (b) Illegally consuming, possessing, selling, purchasing or delivering any illegal drug;
- (c) Failing to report to their supervisor or Director any known adverse side effects to medication or prescription drugs which they are taking.

This section is not intended to limit the duty of the probation officer to comply with court mandates, state statute, AOIC directives, and all regulations of the Probation and Court Services Department or to restrict the Employer's right to require prospective hires to submit to a drug screening procedure.

### **Section 3, Order to Submit to Testing**

At the time a probation officer/employee is ordered to submit to testing authorized by this Agreement, limited to post-accident when operating an Employer vehicle or personal vehicle while engaged in Employer business, or after discharging their firearm causing injury or death to a person or persons while on duty and/or in compliance with Administrative Order 2017-01, the Director shall provide the officer/employee with a written notice of the order, setting forth the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The probation officer/employee shall be permitted to consult with a representative of the FOP at the time the order is given; provided, however, that in no circumstances may implementation of the order be delayed longer than forty five (45) minutes. No questioning of the probation officer/employee shall be conducted without first affording the probation officer/employee the right to FOP representation in any investigatory interview. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

### **Section 4, Tests to Be Conducted**

In conducting the testing authorized by this Agreement, the Probation and Court Services Department shall:

- (a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act by the National Institute of Drug Abuse (NIDA);
- (b) Ensure that the laboratory or facility selected conforms to all NIDA standards;
- (c) Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No officer covered by this Agreement shall be permitted at any time to become a part of this chain of custody;
- (d) Collect a sufficient sample of the same bodily fluid or material from a probation officer/employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the probation officer/employee;
- (e) Collect samples in such a manner as to ensure a high degree of security for the sample and its freedom from adulteration;
- (f) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) Provide the probation officer/employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's expense; Provided the probation officer/employee makes such demand of the Director or his designee within seventy-two (72) hours of receiving the results of the test;
- (h) Require that the laboratory or hospital facility report to the Director of Court Services that a blood or urine sample is positive only if both the initial screening and subsequent confirmatory test indicate the presences of a substance. Should any information concerning such testing or the results thereof be used-herein (e.g., billings for testing that reveal the nature or number of tests administered), the Chief Judge/Director will not use such information in any manner or forum adverse to the employee's interests;
- (i) Require that with regard to alcohol testing, for the purpose of determining whether or not the probation officer/employee is under the influence of alcohol, test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. This shall not preclude the Chief Judge/Director from attempting to show that lesser test results, i.e., below .04, demonstrate that the probation officer/employee was under the influence of alcohol, but the Chief Judge/Director shall bear the burden of proof in such cases. The Chief Judge/Director shall also be permitted and the Employee shall be required to submit to a breathalyzer test administered by non-bargaining unit personal, provided that such

breathalyzer test shall be conducted by qualified personnel in an area which affords privacy;

- (j) Provide each officer tested with a copy of all information and reports received by the Chief Judge/Director in connection with the testing and the results at no cost to the officer;
- (k) Ensure that no probation officer/employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

#### **Section 5, Right to Contest**

The Union and/or the probation officer/employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the test, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished, or otherwise impaired any constitutional rights that employees may have with regard to such testing. Probation officers/employees retain any such constitutional rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Union.

#### **Section 6, Voluntary Requests for Assistance**

The Chief Judge/Director shall take no adverse employment action against a probation officer/employee who prior to any mandatory testing and for the first time voluntarily seeks treatment, counseling or other support for an alcohol or misuse of lawfully prescribed drugs, other than the Chief Judge/Director may require reassignment of the officer with pay if he is then unfit for duty in his current assignment. The Chief Judge/Director may make available through its Employee Assistance Program (if available) a means by which the probation officer/employee may seek referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the officer's interests, except reassignment as described above.

#### **Section 7. Discipline**

All officers who voluntarily seek assistance with a drug and/or alcohol related problem, shall not be subjected to any disciplinary or other adverse employment action by the Chief Judge/Director. Any employee whose initial urine/blood test and confirmatory test result is positive for any non-prescribed illegal substance shall be subject to immediate discharge. Any person whose urine/blood test positive for any non-prescribed drug/alcohol (or for the abuse of legally prescribed drugs) shall be medically evaluated, counseled, and given treatment for rehabilitation (following the first offense only). Said employee shall be subject to a random testing a maximum of four (4) times per year for a two (2) year period, and for a first time offense, may be disciplined up to and including suspension. Failure to comply with the recommendations of a rehabilitation program or subsequent positive test results may result in discharge. Employees

consuming, possessing, or dealing illicit drugs while on duty shall be subject to immediate discharge.

The foregoing is conditioned upon:

- (a) The probation officer/employee agreeing to the appropriate treatment as determined by the physician(s) involved;
- (b) The probation officer/employee discontinues his abuse of the drug or abuse of alcohol;
- (c) The probation officer/employee completes the course of treatment prescribed, included an "after-care" group for a period of up to twelve (12) months;
- (d) The probation officer/employee agrees to submit to random testing during hours of work during the period of "after-care".

The probation officers who do not agree to or act in accordance with the foregoing, or who test positive for drugs, or test positive for alcohol shall be subject to discipline, up to and including discharge, based on the facts and circumstances of the particular case.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an officer on active status through the period of rehabilitation if it is appropriately determined that the employee's current used of alcohol or drugs prevents such individual from performing the duties of a probation officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such officers/employees shall be afforded the opportunity to use any accumulated paid leave that he/she may have, such as compensatory time, vacation time, sick days, or personal leave days, or take an unpaid leave of absence pending treatment at his option.

### WAGES - PROBATION OFFICER 1

	\$4% 12/1/2025 (FY2026)	4% 12/1/2026 (FY2027)	4% 12/1/2027 (FY2028)	4% 12/1/2028 (FY2029)
<b>Start</b>	\$54,515.00	\$56,695.60	\$58,963.42	\$61,321.96
<b>After 1 year</b>	\$56,700.12	\$58,968.13	\$61,326.85	\$63,779.93
<b>After 2 years</b>	\$60,191.88	\$62,599.56	\$65,103.54	\$67,707.68
<b>After 3 years</b>	\$62,811.51	\$65,323.97	\$67,936.93	\$70,654.40
<b>After 4 years</b>	\$70,012.31	\$72,812.80	\$75,725.32	\$78,754.33
<b>After 5 years</b>	\$70,777.40	\$73,608.49	\$76,552.83	\$79,614.95
<b>After 6 years</b>	\$71,542.52	\$74,404.22	\$77,380.38	\$80,475.60

### WAGES - PROBATION OFFICER 2

	4% 12/1/2025 (FY2026)	4% 12/1/2026 (FY2027)	4% 12/1/2027 (FY2028)	4% 12/1/2028 (FY2029)
<b>After 7 years</b>	\$76,008.03	\$79,048.35	\$82,210.28	\$85,498.69
<b>After 8 years</b>	\$76,853.41	\$79,927.55	\$83,124.65	\$86,449.63
<b>After 9 years</b>	\$77,224.94	\$80,313.94	\$83,526.50	\$86,867.55
<b>After 10 years</b>	\$77,594.90	\$80,698.70	\$83,926.64	\$87,283.71
<b>After 11 years</b>	\$77,949.13	\$81,067.10	\$84,309.78	\$87,682.17
<b>After 12 years</b>	\$78,300.20	\$81,432.20	\$84,689.49	\$88,077.07
<b>After 13 years</b>	\$78,652.83	\$81,798.94	\$85,070.90	\$88,473.74
<b>After 14 years</b>	\$79,005.48	\$82,165.70	\$85,452.33	\$88,870.42
<b>After 15 years</b>	\$79,358.09	\$82,532.42	\$85,833.71	\$89,267.06
<b>After 16 years</b>	\$79,710.74	\$82,899.17	\$86,215.13	\$89,663.74
<b>After 17 years</b>	\$80,061.80	\$83,264.27	\$86,594.84	\$90,058.64
<b>After 18 years</b>	\$80,416.03	\$83,632.68	\$86,977.98	\$90,457.10
<b>After 19 years</b>	\$80,768.68	\$83,999.42	\$87,359.40	\$90,853.78
<b>After 20 years</b>	\$81,121.32	\$84,366.17	\$87,740.82	\$91,250.45
<b>After 21 years</b>	\$81,503.25	\$84,763.38	\$88,153.92	\$91,680.07
<b>After 22 years</b>	\$81,887.08	\$85,162.57	\$88,569.07	\$92,111.83
<b>After 23 years</b>	\$82,272.84	\$85,563.75	\$88,986.30	\$92,545.76
<b>After 24 years</b>	\$82,660.52	\$85,966.94	\$89,405.62	\$92,981.84
<b>After 25 years</b>	\$83,050.14	\$86,372.14	\$89,827.03	\$93,420.11
<b>After 26 years</b>	\$84,295.89	\$87,667.72	\$91,174.43	\$94,821.41
<b>After 27 years</b>	\$85,981.81	\$89,421.08	\$92,997.92	\$96,717.84
<b>After 28 years</b>	\$87,271.53	\$90,762.39	\$94,392.89	\$98,168.61
<b>After 29 years</b>	\$89,016.96	\$92,577.64	\$96,280.75	\$100,131.98
<b>After 30 years</b>	\$90,352.22	\$93,966.31	\$97,724.96	\$101,633.96

### WAGES - ADMINISTRATIVE SECRETARY

	4% 12/1/2025 (FY2026)	4% 12/1/2026 (FY2027)	4% 12/1/2027 (FY2028)	4% 12/1/2028 (FY2029)
<b>Start</b>	\$21.26	\$22.11	\$23.00	\$23.92
<b>After 1 year</b>	\$22.17	\$23.06	\$23.98	\$24.94
<b>After 2 years</b>	\$22.59	\$23.49	\$24.43	\$25.41
<b>After 3 years</b>	\$22.98	\$23.89	\$24.85	\$25.84
<b>After 4 years</b>	\$23.32	\$24.25	\$25.22	\$26.23
<b>After 5 years</b>	\$23.68	\$24.63	\$25.61	\$26.64
<b>After 6 years</b>	\$24.07	\$25.03	\$26.03	\$27.07
<b>After 7 years</b>	\$24.41	\$25.38	\$26.40	\$27.45
<b>After 8 years</b>	\$24.67	\$25.65	\$26.68	\$27.75
<b>After 9 years</b>	\$24.96	\$25.96	\$27.00	\$28.08
<b>After 10 years</b>	\$25.24	\$26.24	\$27.29	\$28.39
<b>After 11 years</b>	\$25.50	\$26.52	\$27.58	\$28.68
<b>After 12 years</b>	\$25.75	\$26.78	\$27.85	\$28.96
<b>After 13 years</b>	\$26.05	\$27.10	\$28.18	\$29.31
<b>After 14 years</b>	\$26.30	\$27.36	\$28.45	\$29.59
<b>After 15 years</b>	\$26.44	\$27.50	\$28.60	\$29.74
<b>After 16 years</b>	\$26.55	\$27.61	\$28.72	\$29.87
<b>After 17 years</b>	\$26.67	\$27.73	\$28.84	\$30.00
<b>After 18 years</b>	\$26.80	\$27.87	\$28.99	\$30.15
<b>After 19 years</b>	\$26.93	\$28.00	\$29.12	\$30.29
<b>After 20 years</b>	\$27.05	\$28.13	\$29.26	\$30.43
<b>After 21 years</b>	\$27.18	\$28.26	\$29.40	\$30.57
<b>After 22 years</b>	\$27.31	\$28.41	\$29.54	\$30.72
<b>After 23 years</b>	\$27.44	\$28.54	\$29.68	\$30.86
<b>After 24 years</b>	\$27.56	\$28.67	\$29.81	\$31.01
<b>After 25 years</b>	\$27.69	\$28.80	\$29.95	\$31.15
<b>After 26 years</b>	\$28.10	\$29.23	\$30.40	\$31.61
<b>After 27 years</b>	\$28.67	\$29.81	\$31.01	\$32.25
<b>After 28 years</b>	\$29.10	\$30.26	\$31.47	\$32.73
<b>After 29 years</b>	\$29.68	\$30.86	\$32.10	\$33.38
<b>After 30 years</b>	\$30.12	\$31.33	\$32.58	\$33.88

\*Hourly rate recalculated at 1,950 hours per year instead of 2,080

### WAGES - SECRETARY/CLERICAL

	4% 12/1/2025 (FY2026)	4% 12/1/2026 (FY2027)	4% 12/1/2027 (FY2028)	4% 12/1/2028 (FY2029)
<b>Start</b>	\$19.28	\$20.05	\$20.85	\$21.69
<b>After 1 year</b>	\$20.22	\$21.03	\$21.87	\$22.74
<b>After 2 years</b>	\$20.62	\$21.45	\$22.31	\$23.20
<b>After 3 years</b>	\$20.79	\$21.98	\$22.50	\$23.36
<b>After 4 years</b>	\$21.38	\$22.24	\$23.13	\$24.05
<b>After 5 years</b>	\$21.72	\$22.58	\$23.49	\$24.43
<b>After 6 years</b>	\$22.07	\$22.95	\$23.87	\$24.82
<b>After 7 years</b>	\$22.45	\$23.35	\$24.29	\$25.26
<b>After 8 years</b>	\$22.71	\$23.62	\$24.57	\$25.55
<b>After 9 years</b>	\$22.98	\$23.90	\$24.86	\$25.85
<b>After 10 years</b>	\$23.25	\$24.18	\$25.15	\$26.16
<b>After 11 years</b>	\$23.50	\$24.44	\$25.42	\$26.44
<b>After 12 years</b>	\$23.76	\$24.71	\$25.70	\$26.73
<b>After 13 years</b>	\$24.08	\$25.04	\$26.04	\$27.08
<b>After 14 years</b>	\$24.34	\$25.31	\$26.32	\$27.37
<b>After 15 years</b>	\$24.45	\$25.43	\$26.45	\$27.50
<b>After 16 years</b>	\$24.56	\$25.55	\$26.57	\$27.63
<b>After 17 years</b>	\$24.69	\$25.68	\$26.70	\$27.77
<b>After 18 years</b>	\$24.80	\$25.80	\$26.83	\$27.90
<b>After 19 years</b>	\$24.92	\$25.92	\$26.95	\$28.03
<b>After 20 years</b>	\$25.03	\$26.03	\$27.08	\$28.16
<b>After 21 years</b>	\$25.15	\$26.15	\$27.20	\$28.29
<b>After 22 years</b>	\$25.27	\$26.28	\$27.33	\$28.43
<b>After 23 years</b>	\$25.39	\$26.40	\$27.46	\$28.56
<b>After 24 years</b>	\$25.50	\$26.52	\$27.58	\$28.68
<b>After 25 years</b>	\$25.60	\$26.63	\$27.69	\$28.80
<b>After 26 years</b>	\$25.99	\$27.03	\$28.11	\$29.23
<b>After 27 years</b>	\$26.51	\$27.57	\$28.67	\$29.82
<b>After 28 years</b>	\$26.91	\$27.98	\$29.10	\$30.27
<b>After 29 years</b>	\$27.44	\$28.54	\$29.68	\$30.87
<b>After 30 years</b>	\$27.86	\$28.97	\$30.13	\$31.33

\*Hourly rate recalculated at 1,950 hours per year instead of 2,080

## **DUES AUTHORIZATION FORM**

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

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

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

Date: \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Personal E-mail: \_\_\_\_\_

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

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

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

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

(217) 698-9433

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

**GRIEVANCE FORM**  
(use additional sheets where necessary)

Lodge/Unit No.:

Year:

Grievance No.:



Date Filed: \_\_\_\_\_

Department: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_

Last

First

M.I.

**STEP ONE**

Date of Incident or Date Knew of Facts Giving Rise to Grievance:

Article(s)/Sections(s) violated: \_\_\_\_\_, and all applicable Articles

Briefly state the facts:

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Remedy Sought: \_\_\_\_\_, in part and in whole, make grievant(s) whole.

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

Grievant's Signature

FOP Representative Signature

**EMPLOYER'S RESPONSE**

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Employer Representative Signature

Position

Person to Whom Response Given

Date

**STEP TWO**

Reasons for Advancing Grievance:

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

Grievant's Signature

FOP Representative Signature

**EMPLOYER'S RESPONSE**

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Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No.:

Year:

Grievance No.:

### STEP THREE

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

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

Date: \_\_\_\_\_

Grievant's Signature

FOP Representative Signature

### EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

### STEP FOUR

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

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

Date: \_\_\_\_\_

Grievant's Signature

FOP Representative Signature

### EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

### REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative

