

**AGREEMENT**

**BETWEEN**

**CHIEF JUDGE OF THE 12<sup>TH</sup> JUDICIAL CIRCUIT**

**RIVER VALLEY DETENTION CENTER**

**AND**

**METROPOLITAN ALLIANCE OF POLICE**

**RIVER VALLEY DETENTION CENTER**

**CHAPTER #228**

**EFFECTIVE FOR THE PERIOD**

**DECEMBER 1, 2021 THROUGH NOVEMBER 30, 2025**

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## **AGREEMENT**

This Agreement regarding the River Valley Detention Center is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 , by and between the Chief Judge - Twelfth Judicial Circuit, (hereinafter referred to as the “Employer”), and the Metropolitan Alliance of Police Chapter #228 (hereinafter referred to as the “Union”), as agent/representative for the Bargaining Unit, hereinafter referred to as “the Employee(s).”

## ARTICLE I

### RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining, pursuant to the Illinois Public Employees Labor Relations Act, as amended, 5 ILCS 315/1, et seq. (hereafter referred to as the Act) over wages, hours, and other terms and conditions of employment for the following River Valley Detention Center employee classifications:

- Included: All Coordinators and Managers including Court Liaison, Program Manager, Technical Coordinator, and Training Supervisor (aka Non-Line Supervisors) (hourly employees) and (aka Shift Supervisors, Line Supervisors) (hourly employees).
- Excluded: All Juvenile Detention Officers and Sr. Juvenile Detention Officers and members of the Illinois Fraternal Order of Police Labor Council, Business Manager, Office Manager, Operations Manager, Chief Compliance Officer, Clinical Social Worker, Clinical Psychologist, Assistant Superintendent, Superintendent, Legal Secretaries, Members from AFSCME Council 31 # 1028, confidential and managerial employees as defined by the Act.

## ARTICLE II

### ASSOCIATION SECURITY

#### **Section 2.1 Association Membership/Cost Payroll Deduction**

**2.1.1** The Employer agrees to withhold from the compensation of any Member, monthly membership dues and assessments of such Members which are payable to the Association, pursuant to written authorization of the Members, and submitted to the Employer by the tenth (10th) of the month in which dues first are to be withheld.

**2.1.2** The monthly dues shall be withheld on a bi-weekly basis.

**2.1.3** The Association Treasurer shall certify to the employer the fees, dues and assessments required for membership in the Association.

**2.1.4** The employer shall pay the aggregate amounts withheld, together with an itemized statement thereof, to the Association Treasurer, by the tenth (10th) day of the month following the month in which such deductions are made.

#### **Section 2.2 Fair Share Deductions**

In light of *Janus v. AFSCME*, fair share fees are no longer collected. So long as *Janus* remains binding authority, fair share fees will not be collected. However, should *Janus* be overruled, the parties will meet and bargain over the means and manner by which fair share fees will be collected.

#### **Section 2.3 Indemnifications**

The Association 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 II, except in the event the Employer initiates or prosecutes such action.

## ARTICLE III

### STRIKES AND LOCKOUTS

#### **Section 3.1 No Job Actions**

**3.1.1** The Association will not engage in any strike, slowdown, work stoppage of any kind, or interruption or impeding of the operations of Employer during the term of this Agreement. Nothing in this Article shall require an employee to cross the picket line of any group of employees other than this bargaining unit, except where the employee is called upon to offer testimony in a criminal proceeding

**3.1.2** The Association will not picket in any manner that would tend to disrupt the operations of Employer during the term of this Agreement.

#### **Section 3.2 Association's Responsibility**

Should any activity prescribed in Section 3.1 of this Article occur, the Association shall immediately:

**3.2.1** Publicly disavow such action by the employees or other persons involved.

**3.2.2** Advise the employer in writing that such action has not been caused or sanctioned by the Association.

**3.2.3** Notify the employees stating that it disapproves of such action instructing all employees to cease such action and return to work immediately.

**3.2.4** Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the employer to accomplish this end.

#### **Section 3.3 Discipline of Violators**

Employees who violate the provisions of this Article shall be subject to discipline.

#### **Section 3.4 No Lockouts**

The Employer shall not engage in any lockout of Employees during the term of this Agreement.

## ARTICLE IV

### MANAGEMENT RIGHTS

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

- A. To plan, direct, control, manage, determine, and set standards for all functions, operation, and services of the Judiciary,
- B. To establish the qualifications for employment and to employ employees,
- C. To make and enforce reasonable rules of conduct 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 employee 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 of 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.

The parties agree that this Agreement has been entered into with the intent that its provisions should be interpreted so as to fully respect the constitutional authority and duties of the Judiciary.

## ARTICLE V

### EMPLOYEE DISCIPLINE

#### **Section 5.1 Levels of Discipline**

An employee may be counseled by the employer either verbally or in writing. The counseling of an employee shall be a means to advise an employee of a desired change toward improving performance and shall not invoke the employee's right to demand any Union representation. Employee counseling is non-grievable and shall not be considered as a disciplinary action or measure. Counseling shall neither be considered the first step in the disciplinary process nor shall it be a prerequisite for any disciplinary action.

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- (1) Oral reprimands;
- (2) Written reprimands;
  - (a) Initial Warnings,
  - (b) Final Warnings,
- (3) Suspension - requires prior written Notice to the Employee
- (4) Reduction of rank – requires prior written Notice to the Employee
- (5) Discharge (notice to be given in writing).

Disciplinary action may be imposed upon an employee only for just cause. Disciplinary action shall be of two (2) types, either formal or informal:

- (1) Formal disciplinary action shall:
  - (a) Be in writing, with copies provided to employees and placed in their official personnel file, as a matter of record, maintained by the Employer.
  - (b) Be subject to appeal and review, via established grievance procedures, as damaging to the employee's employment history.
  - (c) Include only written reprimands, suspension, reductions of rank, and notices of discharge.

- (2) Informal disciplinary action shall:
- (a) Be oral, in nature, with no record of any such individual action being placed in an employee's official personnel file, maintained by the Employer, except for a note containing the following limited information: the date of the action, the persons present, and an explanation of the event. This note shall not be used as discipline, but only to enable the Employer to refresh recollection
  - (b) Not be subject to appeal and review, via established grievance procedures, since the employees shall have suffered no loss, that they could be made whole for.
  - (c) Include items such as oral reprimands or warnings, and on-the-spot corrections or corrective counseling.

If accumulations of infractions, which have been the subject of informal disciplinary action, become the basis for formal disciplinary action, any incident, so cited by the Employer, shall be subject to grievance procedures.

### **Section 5.2 General Employee Rights**

In the event that the Employer imposes discipline on an Employee, it shall be done in a timely fashion. The Employer shall use its best efforts, if practicable, to impose such discipline in a manner which will not embarrass the Employee before other Employees in public.

### **Section 5.3 Suspension Pending Discharge**

Except in cases involving a criminal investigation the Employer may suspend an employee for no more than thirty (30) calendar days, without pay, pending a decision as to whether or not charges for discharge shall be filed against an employee. In the event that no discharge action is undertaken, or that a discharge determination is reversed in accord with the grievance article, the employee shall be made whole.

### **Section 5.4 Pre-disciplinary Meeting**

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. If it is suspected that the allegation involves a minor infraction, the Employer will make an offer of proposed disciplinary action, which the employee may accept with a waiver a formal interview. If the allegation is of a more serious nature, the

employer will conduct a formal investigation wherein the employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline.

Pre-disciplinary meetings shall only be required, when formal disciplinary action is contemplated.

### **Section 5.5 Notification and Measure of Disciplinary Action**

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 therefore.

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.

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.

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.

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 5.6 Removal of Discipline**

Any record of disciplinary action shall be removed from an employee's file and handed to the employee, if, from the date of the last suspension, twenty (20) months have passed without the employee having been issued any additional formal discipline.

Notwithstanding the above, any oral warning or written reprimand shall be removed from an employee's file and handed to the employee, if, from the date of the last oral warning, nine (9) months, or from the last written reprimand eighteen (18) months have passed without the employee having been issued any additional discipline.

The Employer agrees to apply a uniform, office-wide policy regarding removal of discipline.

The Employer agrees to comply with an employee's reasonable request to examine his/her personnel file at a mutually acceptable time.

### **Section 5.7 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 5.8 Surveillance of Employees**

If the Employer is in possession or control of relevant surveillance (video, photographic, audio, GPS, or other recorded surveillance) of an employee, prior to the employee submitting to a formal interview, regarding the subject matter observed in the surveillance, the Employer will give the employee notice of the existence of said surveillance material(s), at a time designated by the Employer. The Employer will allow the employee and Union a reasonable opportunity to observe the surveillance materials prior to the employee's formal interview. An admission or confession obtained from a formal interview where such notice and opportunity to view were not provided is inadmissible in a disciplinary hearing.

### **Section 5.9 Fitness for Duty**

Appeal of any discipline arising out of any question of an employee's fitness for duty will be subject to the grievance procedure of this Agreement. Prior to any employee being disciplined and/or terminated because of a lack of fitness for duty, the employee will be subject to an examination by a licensed medical professional jointly selected by the Employer and the Union. If the Employer and Union are unable to agree, the parties shall submit a request to INSPE (or other mutually agreed upon vendor) for selection of an appropriate health care provider. The Employer may reassign the employee or place the employee on the appropriate benefit leave or paid administrative leave pending the outcome of the medical examination.

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### ARTICLE VI

#### GRIEVANCE PROCEDURE

##### **Section 6.1 Purpose**

The purpose of this grievance procedure is to establish an effective process for the fair, expeditious and orderly adjustment of grievances. Grievances within the meaning of this procedure shall consist of all disputes about interpretations of particular clauses of this Agreement as applied, and about alleged violations of this Agreement, including discipline. Disputes concerning the score received in an employee's annual evaluation are not proper subjects of the grievance procedure.

##### **Section 6.2 Informal Resolution**

The informal resolution of differences or grievances is urged and encouraged at the lowest possible level of supervision. Any employee having a grievance shall first raise the matter with his/her immediate supervisor.

##### **Section 6.3 Steps of the Grievance Procedure**

**STEP 1.** If a grievance is not settled at the time it is raised with the immediate supervisor, in order to proceed further, the grievant must reduce the claim to writing and submit the grievance to the Superintendent in conformity with the requirements of the following paragraph:

1. The grievance shall be presented on the form provided by the Union, and must be signed by both the grievant and the Union steward.
2. The grievance form must contain a statement of the grievance and the facts upon which it is based, citing alleged violations of the Agreement and the remedy or correction requested.
3. Notwithstanding holidays approved by the Chief Judge, the grievance must be submitted to the Superintendent within fifteen (15) business days of when the employee became aware, or should have become aware, of the occurrence. Notwithstanding holidays approved by the Chief Judge, the Superintendent shall give his/her decision in writing to the Union and the employee within ten (10) business days after the grievance has been presented.

**STEP 2.** Notwithstanding holidays approved by the Chief Judge if the grievance is not settled in Step 1, the Union may appeal to Step 2 by presenting the written grievance to the Assistant Director/Director of Court Services within seven (7) business days after the Union's receipt of the first step answer. Notwithstanding holidays approved by the Chief Judge the

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Assistant Director/Director of Court Services within fourteen (14) business days from the Superintendent's decision may either hold a meeting to discuss the grievance or give a written decision to the appropriate Union Steward or Alternate Steward, if available, otherwise to the employee. In the event a meeting is to be held, the Union representative may meet for thirty (30) minutes prior to this meeting with the grieving employee. The Chief Steward shall be allowed reasonable work time to investigate the nature of the grievance he/she is to discuss with the Assistant Director/ Director of Court Services.

If a meeting is held, the Assistant Director/Director of Court Services and/or a designated representative shall have fourteen (14) business days in which to file an answer, in writing, to the appropriate Union representative, holidays approved by the Chief Judge notwithstanding.

**STEP 3.** If the answer is unsatisfactory to the Union, the Union shall have the right to appeal to the Court Administrator/Chief Judge. Notwithstanding holidays approved by the Chief Judge, such appeal must be made within seven (7) business days from the date of the Assistant Director/ Director of Court Services' written response. Notwithstanding holidays approved by the Chief Judge, The Court Administrator/Chief Judge and/or his/her designated representative within fourteen (14) business days from the written decision may hold a meeting to discuss the grievance. In the event a meeting is to be held, the Union representative may meet for thirty (30) minutes prior to this meeting with the grieving employee. The Chief Steward shall be allowed reasonable work time to investigate the nature of the grievance he/she is to discuss with the Court Administrator/Chief Judge and/or his/her representative.

If a meeting is held, the Court Administrator/Chief Judge and/or a designated representative shall have fourteen (14) business days in which to file an answer, in writing, to the appropriate Union representative, holidays approved by the Chief Judge notwithstanding. In lieu of filing an answer, the Court Administrator/Chief Judge or his/her designated representative may submit the grievance to a mutually agreeable arbitrator. If the parties are unable to agree as to an arbitrator, a request shall be made of the Federal Mediation and Conciliation Service to provide a panel from which an arbitrator shall be selected.

**STEP 4.** Notwithstanding holidays approved by the Chief Judge, within thirty (30) business days of receipt of the Court Administrator/Chief Judge's decision, by means of written notification to the Court Administrator/Chief Judge, the Union may appeal the grievance to arbitration. The grievance may be submitted to either a mutually agreeable arbitrator or to an arbitrator agreed upon through the alternate strike method from a list provided for that grievance by the Federal Mediation and Conciliation Service. The Employer and the Union shall share costs of the arbitrator equally. The arbitrator's decision shall not contradict, modify, vary, increase, or decrease, the terms of this Agreement.

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### **Section 6.4 Time Limitations for Grievance Procedure**

If the grievance is not timely filed or if no appeal is taken within the time limit, the employee and/or the Union shall be deemed to have accepted the action or decision. Conversely, if an answer in writing is not made within the prescribed time limit, or extended by mutual agreement, it may be advanced to the next step by the Union by written appeal within the proper time limit after the answer is due. Time limits may be extended by written agreement or absence of the employee. Additionally, if any of the supervisory positions referenced in Section 2 or Section 3 steps 1 or 2 are vacant, the Union shall advance the grievance to the next step.

### **Section 6.5 Grievance Form**

The Employer and the Union shall agree on a grievance form. Once such agreement is reached, the form shall be prepared and provided by the Union to employees as requested. This form shall be used in filing a grievance.

### **Section 6.6 Association Representation**

**6.6.1** The Association shall have reasonable access to persons and information necessary to prepare for and represent the grievant(s) in matters arising pursuant to this Article.

**6.6.2** Association access to individual Employee files shall be subject to the written authorization of the Employee(s) affected or concerned.

### **Section 6.7 Hearing Location**

Grievance hearings or other related procedural meetings, involving the grievant, representatives of the Employee and the Association, shall be held during work hours, as much as practicable, on County premises, without loss of pay to Employees, providing that such activities take place in a manner which does not interfere with County operations.

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### ARTICLE VII

#### UNION RIGHTS

##### **Section 7.1 Union Activity During Working Hours**

Employees shall, after giving appropriate notice to management, be allowed reasonable time off, with pay, during working hours, to attend Union negotiations, grievance hearings, labor/management meetings, and committee meeting, established by this Contract, 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 grievant.

##### **Section 7.2 Union Business Access**

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

Appointments and/or schedules for all necessary Union business meetings, involving two (2) 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.

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 7.3 Time Off for Union Activities**

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.

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

No more than eighteen (18) working days shall be granted, per contract year, for all employees of the Bargaining Unit.

##### **Section 7.4 Union Bulletin Boards**

The Employer shall provide bulletin boards or space in each department or geographical location. The parties in each location shall mutually agree to the number, size, and location of

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each board. The boards and/or space shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature. The Chief Judge or the Judge's designated representative shall be provided with a copy of notices upon posting.

### **Section 7.5 Labor-Management Committee**

Representatives of the Employer and the Union may meet from time to time on a structured basis. Unless waived by the parties, requests for such meetings should be in writing and should contain an agenda for such meetings. Meetings shall be limited to:

1. Safety
2. Work Hours
3. Training
4. Office Policies and Procedures
5. Other issues immediately relevant to the operation of the department.

Nothing in this Article shall expand either party's obligation to bargain pursuant to the Illinois State Labor Relations Act, nor shall it inhibit the parties from meeting on a less formal basis, should circumstances allow.

When absence from work is required to attend labor-management committee meetings, Union representatives shall, give reasonable notice to and receive approval from management in order to remain in pay status. The Employer shall not arbitrarily withhold approval of the absence, but will give due consideration to staffing needs of the office. In no case need the Employer excuse more than two (2) on-duty Union representatives. Travel expenses associated with these conferences shall be the responsibility of the employee.

### **Section 7.6 Employee Rights Reserved**

Employees shall retain their right to speak freely and to comment upon matters of public concern during their off-duty hours and while out of uniform. This provision shall not be construed to permit the disclosure of any confidential information which would impair or compromise the employer's ability to perform its function.

### **Section 7.7 Evaluation Liaison Officer**

If the Union identifies an Evaluation Liaison Officer, that individual will be invited to participate in such formal discussions as may take place relative to reviewing the evaluation instrument.

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### ARTICLE VIII

#### SENIORITY

##### Section 8.1 Definitions

**8.1.1** Newly promoted employees in the position of, and actively working as, a Line Supervisor or Non-Line Supervisor (said Non-Line Supervisor shall include the titles of Manager and Coordinator) shall be considered probationary during their first twelve (12) months in the position. A newly promoted employee's probationary period may be extended past the twelve (12) month period if the newly promoted employee is unable to actively work in the promoted position during that period. Newly promoted employees shall be afforded all rights contained in this agreement except that in the event of discipline, including, but not limited to discharge, the affected employee will not have the right to use the grievance procedure in disciplinary matters. Except in cases of gross misconduct or conduct that could reasonably result in termination, employees still on a probationary status that are being discharged from the position of "probationary supervisor" referenced above shall first be subject to demotion and not discharge provided a lower ranking position is available for which the employee may return. No such position being available shall activate the layoff procedures in Section 8.3.2. Those employees promoted from outside the facility who are being discharged from the position of "probationary supervisor" may be subject to any disciplinary action including termination.

**8.1.2** Rank Seniority shall be determined by the employee's initial supervisory level promotion date with a continuous, regular, full-time employment at the rank of Line Supervisor or Non-Line Supervisor. Rank seniority shall commence on the first day of an employee's said promotion.

**8.1.3** Line Supervisor Seniority shall be determined by the employee's total time served as regular, full-time employment at the position of Line Supervisor (including time as a Relief Supervisor). The Union is required to maintain the seniority list and the Employer agrees to cooperate with the Union as it relates to providing information related to the seniority list, upon request.

**8.1.4** The compilation of departmental seniority shall commence with the first day of the most recent period of employment in a regular, full-time status, as a River Valley Detention Center employee (FKA the Will County Temporary Juvenile Detention Facility). In the event that supervisory staff shares the same rank seniority, the supervisor with more departmental seniority shall be considered the more senior supervisor.

An Employee who is assigned to a non-temporary exempt position outside the bargaining

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unit shall retain their rank and shall continue to accrue department seniority, but not rank seniority, while occupying said exempt position.

### **Section 8.2 Applications**

Seniority shall be used only where specifically provided in the Agreement.

### **Section 8.3 Reductions in Force**

**8.3.1** The Employer shall notify the Association and the affected employee forty-five days (45) prior to a reduction in force in bargaining unit positions, as defined by this section. Upon Notification, the employer and the union shall meet and discuss the impact of layoffs of unit members. The Union acknowledges that the ultimate decision as to which positions and/or employees are to be affected by any layoff and when such layoff will take place, is vested in the employer.

**8.3.2** Such reductions shall be by departmental seniority, excluding exempt positions, on a “last in-first out” basis, for purposes of this agreement, line and non-line supervisors shall be considered of the same “classification”. In the event of a reduction in force, employees in this bargaining unit will not be entitled to bump into other bargaining units. No employee outside this bargaining unit shall be promoted into the unit until all laid off employees of this unit are offered a recall. The employer may permit employees laid off from this classification to return to the rank of Juvenile Detention Officer, except that no such return will bump a juvenile detention officer from a previously assigned shift, on to a layoff status, nor bump ahead of a JDO already on a layoff status. Such a return to the position of JDO shall be solely at the employer’s discretion.

**8.3.3** If any positions which have been vacated because of reduction in forces or displacement and abolition of positions, are reinstated, such Employees removed from the said positions shall be notified by the Employer by registered mail of such reinstatement of positions and shall have prior right to such positions if otherwise qualified. Reinstatement shall be in reverse order of the reduction in force, i.e. the last employee to suffer a reduction in force shall be the first to be recalled. In order to have recall rights, an employee must make written application for such reinstated position, within 30 days after notification. Recall rights shall in no case last more than two (2) years from the date of the reduction of force. An employee who is offered a recall opportunity, but rejects it shall be ineligible for future recall opportunities unless mutually agreed to by the parties.

## MAP 228 River Valley Juvenile Justice Supervisors

### ARTICLE IX

#### ASSIGNMENT OF SHIFT AND DAYS OFF

##### **Section 9.1 Shifts**

At the beginning of each calendar year and in the middle of each year there shall be a bid by which Line Supervisors will indicate their shift preferences. These preferences will be awarded by Line Supervisor Seniority.

- a. Line Supervisors shall pick their shifts (days, afternoons, midnights, and relief shift) by Line Supervisor Seniority. Line-Supervisors shall work ten (10) hour days with rotating days off.
- b. Non-line supervisors shall work five (5) consecutive eight (8) hour days.

##### **Section 9.2 Schedules and Days Off**

Once a shift determination has been completed, each will be assigned a schedule. Each schedule will contain two (2) days off in every seven (7) days for those working five eight-hour days and three (3) days off in every seven (7) for those working ten-hour days. The days off on Line-Supervisors' schedule shall be rotated each month to allow for a fair distribution of weekend days off. . Once posted, days off and work shifts shall not be changed by management without a minimum of fourteen (14) days advance notice; except in exigent circumstances. Coordinators/Non-line supervisors' days off shall not rotate.

Schedules will not contain split shifts, and shall consist of consecutive work hours except for contractually mandated break periods. Non-line supervisors shall be scheduled off on Saturday and Sunday.

##### **Section 9.3 Relief Supervisor**

Relief Supervisors shall be used to cover schedules in periods of not less than 7 consecutive day blocks. The relief period shall be concurrent with the payroll week and shall not be used to cover suspensions. In the event that more than one shift is available for coverage by relief supervisors, the Relief Supervisor may choose between the available shifts to work.

## MAP 228 River Valley Juvenile Justice Supervisors

### ARTICLE X

#### TEMPORARY ASSIGNMENTS

The River Valley Detention Facility Superintendent or designee shall determine when a vacancy exists and should be filled. Temporary assignments for the purpose of filling vacancies of employees who are absent will be made by the River Valley Detention Center Superintendent under the authority of the Chief Judge. If an employee is temporarily assigned to a lower paid position, they shall not be subject to pay cut.

No temporary assignment of an employee shall exceed ninety (90) calendar days without the consent of the employee. After ninety (90) days, the employee requesting to be relieved of the temporary assignment shall be returned to their former position at the former rate of pay.

No employee may be forced to serve as an acting Assistant Superintendent or Management position. It is understood that in rejecting an opportunity to serve as an acting Assistant Superintendent or Management position at a particular time, employees are not removing themselves from future consideration.

A bargaining unit member serving the facility in an acting assistant superintendent or management position, shall receive compensatory time in an amount equal to fifty (50%) percent of the amount of time labored in the acting management position or at time and a half pay.

Temporary Assignments of Line Supervisors and/or Non- Line-Supervisors shall be performed exclusively by MAP bargaining unit members.

## MAP 228 River Valley Juvenile Justice Supervisors

### ARTICLE XI

#### HOURS OF WORK, BREAKS AND OVERTIME

##### **Section 11.1 Work Days and Breaks**

Except as provided in this Agreement, the regular work day shall be eight (8) or ten (10) consecutive hours. Within each eight (8) or ten (10) hour shift, each Line or Non-Line Supervisor shall receive a sixty (60) minute break at approximately the middle of the shift. A Line or Non-Line Supervisor whose meal period is lost for more than 15 minutes shall receive pay or compensatory time at straight time rates equal to the amount of the missed meal break or option to leave early.

In addition to the break referenced above, Line or Non-Line supervisors shall be allowed reasonable, additional shorter breaks throughout their shifts, subject to management approval. Such approval will not be unreasonably withheld.

##### **Section 11.2 Overtime**

Overtime shall be permitted only with management approval.

##### **Short Notice Overtime**

For the purposes of this section, rank seniority shall be used when seniority is specified.

When an overtime situation with less than twenty-four (24) hours notice becomes necessary, the overtime shift (or portion of the overtime shift) shall be offered, on a voluntary basis, to the on-duty Line supervisor working prior to the short shift. If the on duty line supervisor does not elect to work the short shift, then the short shift shall be filled according to the procedure below.

In the event that multiple line supervisors are on duty prior to the short shift, then the shift may be filled by the most senior, on duty, supervisor working prior to the short shift, if the senior supervisor elects to work. If the most senior supervisor declines to work, then the short shift shall be offered on a descending seniority basis to the remaining on duty line supervisors working prior to the short shift. If no on-duty line supervisor elects to work the short shift, then the overtime assignment shall be offered to non-line supervisors, who, may elect to work, on a voluntary basis. If no non-line supervisor elects to work the short shift, then said overtime assignment shall be assigned to the least senior, on duty, line supervisor.

If there are no line supervisors available to be forced because they have already worked multiple, consecutive shifts prior to the forced shift, then an acting supervisor may be used to fill the shift.

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### Scheduled Overtime

A scheduled overtime assignment is an assignment that the employer has at least 24 hours advance notice. Such assignment shall be posted in a reasonable amount of time after the employer is aware of the anticipated need. Interested line and non-line supervisors shall bid for such assignments on a voluntary, rotating seniority basis to work the posted scheduled overtime. Once all qualified employees have had a reasonable time to bid for the posted scheduled overtime, the scheduled overtime shall be awarded on a descending basis to the most senior, qualified, line-supervisor bidding to work the scheduled overtime, followed by non-line supervisors at a rate of one pick each. Once all line and non-line supervisors have had a reasonable time to bid the offered shifts and unfilled shifts remain, the process shall repeat above. Overtime distribution shall reset at each new pay period.

For purposes of this agreement, a work week shall be considered Sunday through Saturday. In cases where no qualified line or non-line supervisors bid to work a posted scheduled overtime shift, then the overtime assignment shall be ordered filled by reverse seniority of line supervisors, followed by non-line supervisors.

The chapter shall be charged with monitoring and validating the assignment of overtime and the maintenance of overtime seniority rosters. As such, the assignment of overtime shall be non-grievable.

Line and non-line supervisors working approved overtime hours shall be compensated in the form of pay or compensatory time, at the employee's discretion, at one and one half time (1.5 times) the total hours worked over forty (40) hours in a work week. Line and non-line supervisors may accumulate compensatory time to a maximum of one hundred sixty (160) hours. Compensatory time off may be taken only at a time mutually agreeable to the employee's supervisor.

All benefit time will count as compensated hours for the purposes of overtime calculations.

### **Section 11.3 Call Back Time**

Any employee required to return to work, outside of their regular shift, on a regularly scheduled working day, shall be paid for a minimum of three (3) hours.

Any employee required to return to work, outside of their regular shift, on their regularly scheduled day off or Holiday, shall be paid for a minimum of three (3) hours.

Any employee required to return to work for any training exercise, outside of their regular shift, on a regularly scheduled working day, shall be paid for a minimum of three (3) hours.

## **MAP 228 River Valley Juvenile Justice Supervisors**

Any employee required to return to work for any training exercise or meeting, outside of their regular shift, on their regularly scheduled day off or Holiday, shall be paid for a minimum of three (3) hours; with the exception of an employee attending a regularly scheduled Supervisor Meeting shall be paid a minimum of two (2) hours.

An employee shall be compensated at straight time pay unless qualifying for overtime.

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### ARTICLE XII

#### HOLIDAYS

An official list of paid holidays is determined annually by the Supreme Court and Chief Judge. Holidays shall be those designated by the Chief Judge of the Twelfth Judicial Circuit subject to the general administrative and supervisory authority of the Illinois Supreme Court. Holidays shall be observed as provided above, except that the Independence Day, Christmas Day, and New Year's Day holidays shall be observed on July 4, December 25, and January 1, respectively, for Line Supervisors only.

To qualify for holiday pay, an employee must be in paid status the day preceding and following the holiday. For purposes of this paragraph paid status is not limited to a day in which work is actually performed. The term shall also include any paid leave, compensatory time used, or regularly scheduled days off.

Except as otherwise provided below, for all holidays approved by the Chief Judge, employees shall be paid at his/her straight-time hourly rate for all hours actually worked and shall receive matching hours of pay/compensatory time at his/her usual hourly rate of compensation up to eight (8) hours. Non-line supervisors shall be scheduled off on approved holidays. Line Supervisors scheduled to work a holiday may request the day off or partial day off in lieu of receiving holiday pay granted under article XII of this agreement. The employer retains the right to grant or deny the request.

If any employee is required to work on the holidays of Christmas Day (December 25<sup>th</sup>), New Year's Day (January 1), July 4<sup>th</sup>, and Thanksgiving Day the employee will be paid at his/her straight time rate for all hours actually worked and will receive matching hours of pay/compensatory time at a rate of one and a half (1 ½) times the usual rate of pay, up to eight hours. Any employee who is ordered to work overtime on any of these holidays shall earn double (2) times their usual rate of pay (or compensation) for any hours so worked.

If any holiday falls within an employee's scheduled day off, excluding scheduled vacations, such employee shall be provided, if otherwise eligible, an additional eight (8) hours of compensatory time, or, at the employees' option, eight hours of pay at his/her usual hourly rate of compensation.

If a holiday falls within an employee's scheduled vacation, such employee, if otherwise eligible, shall be granted an additional day of vacation, or an additional eight (8) hours of compensatory time, or, at the employees' option, eight (8) hours of pay at his/her usual hourly rate of compensation. Employees who schedule a vacation during a holiday shall notify the Employer at the time of vacation request of which type of compensation that employee shall receive.

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**ARTICLE XIII**

**VACATIONS**

**Section 13.1 Vacation Leave**

All Coordinators/Non-Line Supervisors and Line Supervisors covered by this Agreement shall be entitled to vacation as follows, subject to the eligibility requirements in Section 2 of this Article.

1 year	.....	2 weeks
5 years	.....	3 weeks
10 years	.....	4 weeks
15 years	.....	5 weeks

**Section 13.2 Vacation Eligibility**

No employee shall be entitled to any vacation, or pay therefore, until he/she has been on the payroll for a continuous period of at least twelve (12) months. Vacation with pay will not be granted before vacation time has been earned.

Individual anniversary dates will be used to calculate the amount of vacation to which each employee will be entitled.

**Section 13.3 Vacation Pay**

All vacation pay will be paid at the employee's regular rate of pay and will be based upon a forty (40) hour work week.

**Section 13.4 Scheduling Vacations**

Twice a year at the time of shift picks, employees shall be advised of vacation schedules from which to choose their earned vacation. Vacation awards shall be made on the basis of line seniority and eligibility. For line supervisors, vacations shall first be selected in "week blocks" only, by line supervisors in order of shift supervisor seniority . After that, single vacation days may be selected from available time off on a first come first serve basis. In instances where two or more line supervisors request the same hours off, it shall be awarded to the individual(s) with the most line seniority. Individual anniversary dates shall be used to calculate the amount of vacation to which each employee will be entitled. Any vacation time the employee will be entitled to that is not going to be used in the calendar year of the picks, shall be carried to the

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next scheduled vacation picks. A maximum of forty (40) hours of vacation time may be carried over past the two regularly scheduled vacation picks of the year. Any leftover vacation time over forty (40) hours that has not been used since the carry-over described previously, shall be forfeited. All of the vacation requests contained in an employee's bid, that fell in the shift pick in question, shall be awarded before any portion of the bid of a junior employee is awarded. Once awards are made, senior employees may not bump junior employees out of all or part of the awarded vacation schedule. However, following vacation awards, an employee may trade vacation time with another employee, or may request the employer for vacation time not previously awarded to the employee. In such cases, unless there is a reasonable possibility that the trade or award of additional vacation would negatively impact the operation of the facility, the trade of vacation will be approved.

Vacation time may be taken by hours for Line and Non-Line Supervisors.

### **Section 13.5 Vacation Cancellation**

In the case of an emergency as determined by the Chief Judge, the Superintendent may cancel and reschedule any or all approved vacation leaves in advance of their being taken. In such cases, an employee who would otherwise suffer a financial loss because of loss of deposit money or the earlier purchase of tickets or reservations which may neither be rescheduled nor refunded, shall be reimbursed by the Employer. Such reimbursement is contingent on submission by the employee of satisfactory evidence of such conditions.

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### ARTICLE XIV

#### SICK LEAVE

##### **Section 14.1 Non-Work Related Sick Leave**

Sick leave may be used in cases of sickness, pregnancy, disability, or to seek medical treatment or for any leave permitted or required under the Family and Medical Leave Act. Use of sick leave may not substitute for other types of leave. While absent from work due to illness or injury, employees shall be paid from their sick leave credit as provided herein. Sick leave may be used in the case of illness in the employee's immediate family where the presence of the employee is necessary. For purposes of this section, immediate family is defined as parent of employee or spouse, sibling, child, grandparent, brother or sister of spouse, grandchild or someone with whom the employee has a legal guardian relationship, or a related member in an employee's household.

To receive compensation while absent on sick leave, employees shall notify their supervisor prior to the time set for the beginning of the work day. Non-line supervisors shall notify their supervisor prior to or within 1 hour of the time set for the beginning of their work day. Reasonable exception to this would be emergency situations that result in an employee's inability to provide this notification such as automobile accidents enroute to work or serious sudden illness that results in immediate medical care. When absences are for more than three (3) days, employees are required to file a physician's certificate. No sick leave shall be granted without the approval of their supervisor or other appropriate Department Administrator.

The Department Administrator, with reasonable cause, may require a doctor's excuse for the use of sick leave.

All regular full-time bargaining unit employees are eligible to accumulate sick leave benefits following the first thirty (30) calendar days on the job and may use sick leave after completion of this thirty (30) day period, up to the amount accumulated at the time of the illness.

Regular full-time employees are entitled to sick leave credit of eight (8) hours for each month of service, except that no sick leave credit can be earned during a leave of absence without pay. The amount of sick leave charged against an employee absent on sick leave shall be equal to the number of regularly scheduled hours the employee would otherwise have worked.

Employees shall start to earn sick leave from their date 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.

An employee on sick leave shall suffer no loss of seniority and shall continue to accumulate seniority. Records must be kept of accumulated sick leave and such records shall be

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made available to the employee. 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 employees or their heirs.
- (2) 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.

In the event of resignation:

- (1) Employees shall be paid two (2) days for each 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 pay day, immediately preceding the date of their resignation.

### **Section 14.2 Work Related Sick Leave**

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 Worker's Compensation benefits, they shall be paid the difference between the amount of weekly Workers' 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) calendar/work day weeks.

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 sick leave time.

If the Employer enhances the workman's compensation benefits for other county employees, the Employer will give members of this bargaining unit the same benefits.

### **Section 14.3 Sick Leave Use Bonus**

An employee who does not use any sick day during the full designated annual term (one year period) shall receive one additional personal day during the following annual term. The annual term is defined as the calendar fiscal year (December 1<sup>st</sup> through November 30<sup>th</sup>)

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## ARTICLE XV

### LEAVE OF ABSENCE

#### **Section 15.1 Eligibility Requirements**

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 15.2 Application for Leave Without Pay**

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

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

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

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

In no case shall a leave be granted for employment elsewhere, except for work directly related to the operation of the Union.

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.

No unpaid leave shall exceed six (6) months.

An employee on unpaid leave shall not accumulate any seniority or sick leave or holidays.

#### **Section 15.3 Bereavement Leave**

An employee shall be allowed three (3) working days, with pay, as bereavement leave days, not to be deducted from sick leave or vacation leave, for a death in the immediate family. Immediate family is defined as a spouse or domestic partner, parent, sibling, child, grandparent, ,

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grandchild, aunt, uncle, niece, or nephew (including step or adoptive for all categories), of any employee, spouse, domestic partner or someone with whom the employee has legal guardian relationship, or a related member in an employee's household. .

An additional two (2) funeral leave days with pay shall be granted in the event of the death of a spouse, parent or child of the employee or the employee's spouse or domestic partner including step or adoptive.

An additional two (2) funeral leave days with pay shall be granted, depending on the distance (200 miles or more) to travel to the event, caused by a death in the immediate family of the employee or spouse or domestic partner, including step or adoptive.

Notwithstanding the above, no employee shall receive more than a total of five (5) days bereavement leave by operation of the three previous paragraphs.

An employee selected to be a pallbearer for a deceased employee will be allowed one (1) bereavement leave day with pay not to be deducted from sick leave or vacation leave.

An employee is entitled to bereavement leave for a day on which the employee was otherwise in a non-work status. For purposes of this paragraph, examples of such status include vacation days, holidays, sick days, compensatory days, personal days (and any other paid or unpaid leave days). The previously submitted time will be credited back to the employee, replaced with bereavement leave and indicated in this Section.

Employees have the right to use personal, vacation, or compensatory leave for the funeral of those other than those members of the immediate family.

Within a reasonable time after the return of the employee from any bereavement leave, the employee shall file a statement in writing to his/her supervisor which shall include the the name of and relation to the deceased, the location of the death/services, and the total number of days used for the bereavement leave.

### **Section 15.4 Family and Medical Leave**

The employer shall comply with the provisions of the Family Medical Leave Act. The annual FMLA period shall be a rolling year.

### **Section 15.5 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.

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### **Section 15.6 Personal Leave Days**

- a. Subject to paragraph c below, an employee may take three (3) days of personal leave each year, after one years' service.
- b. Personal leave may be used for any purpose, except to engage in employment not related to work activities subject to this contract, nor to be used to take off for the holidays approved by the Chief Judge.
- c. Except in cases of emergency, employees planning to use a personal leave day shall submit their request at least forty-eight (48) hours in advance of intended use.
- d. When requested within the guidelines of advance notice, the requested personal business day shall be granted, unless an emergency of an extreme nature would cause the cancellation of such day off.
- e. The employee shall suffer no loss of pay for such leave.
- f. Personal leave shall not accrue from year to year, except that personal leave which is unused at the end of a fiscal year shall be added to sick leave, so long as such addition does not exceed the maximum accumulation authorized.

### **Section 15.7 Jury Duty Leave**

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

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.

Employees, called for reasons contained herein, shall have such days considered as days worked.

### **Section 15.8 Military Leave**

#### **A. Reinstatement of Seniority Employees**

The Employer will grant military leave in accordance with applicable state and federal law. Upon return to work, subject to the provisions of Article VII and Article IX the employee will be reinstated to their original or equivalent position which such seniority, status, pay, sick leave, vacation and future paid holidays that the employee would have at the end of the leave as

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though the employee had been at work during the time of the leave.

### **B. Probationary Employees**

A probationary employee, who enters the Armed Forces and meets the foregoing requirements, must complete his probationary period and upon completing it, will have seniority equal to the time he spent in the Armed Forces plus the probationary period.

### **Section 15.9 Parental Leave**

Eligible employees will be granted paid parental leave after the birth of their child or after the placement of their adopted child. Such leave must be taken at the time of the birth or placement of the child and shall not exceed four weeks. To be eligible for parental leave, the employee must also meet the eligibility requirements of the Family and Medical Leave Act. Any parental leave taken must run concurrent with FMLA leave.

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ARTICLE XVI

INSURANCE

**Section 16.1 Insurance**

The Employer will continue to provide a group health insurance program as provided by the County for County employees under the Office of the Chief Judge, 12<sup>th</sup> Judicial Circuit, including bargaining unit members.

**Premium Contribution (Effective January 1, 2023)**

Increase the aggregate percentage of employee contributions from 15% to 16% for PPO/HMO and from 9% to 10% for HSA.

**Premium Contribution (Effective January 1, 2024)**

Increase the aggregate percentage of employee contributions from 16% to 17% for PPO/HMO and from 10% to 11% for HSA.

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## ARTICLE XVII

### WAGES AND COMPENSATION

#### **Section 17.1 Wages**

FY22 (December 1, 2021 – November 30, 2022) & FY23 (December 1, 2022 – November 30, 2023)

Employees shall receive a 11.75% annual wage increase (on all hours paid) and conditioned on employee being employed on December 1, 2022, currently being on the county payroll at the time of ratification and receiving a satisfactory performance rating. This increase will be based on the employee's November 30, 2021 salary. Those employees on probation and eligible for the annual wage increase referenced above shall receive that wage increase upon the successful completion of their probationary period.

FY24 (December 1, 2023 – November 30, 2024)

Employees shall receive a 6.25% annual wage increase (on all hours paid) and conditioned on employee being employed on December 1, 2023 and receiving a satisfactory performance rating. Those employees on probation and eligible for the annual wage increase referenced above shall receive that wage increase upon the successful completion of their probationary period.

FY25 (December 1, 2024 – November 30, 2025)

Employees shall receive a 5.5% annual wage increase (on all hours paid) and conditioned on employee being employed on December 1, 2024 and receiving a satisfactory performance rating. Those employees on probation and eligible for the annual wage increase referenced above shall receive that wage increase upon the successful completion of their probationary period.

The wage increase set forth in Section 17.1 for FY22 (December 1, 2021-November 30, 2022) and FY23 (December 1, 2022-November 30, 2023) is retroactive to May 1, 2023. No other wage increases set forth in Section 17.1 are retroactive.

#### **Section 17.2 Longevity Pay**

The County's longevity pay plan shall continue to be applied under the following terms and conditions:

- (a) Longevity shall be computed for 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 from the Employer, providing not more than five (5) years have elapsed, since the last regular employment with the employer.

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- (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, on the wage schedule, at the rate of \$2.00 per month, for each year of actual service, to a maximum to twenty (20) years of actual service.
- (d) Changes and rate of longevity pay shall be made on December 1<sup>st</sup> and June 1<sup>st</sup> of each year.

Once an employee's pay exceeds range maximum in the wage scale, the employee will transition to the longevity arrangement set forth in subparagraph (1) directly below.

- (1) Effective upon ratification of this Agreement, employees, whose pay would exceed range maximum in the wage scale, shall receive a longevity payment of Two Hundred (\$200) per month.
- (2) No employee shall participate in more than one longevity plan.
- (3) Employees who are topped out as of December 1, 2021 shall receive a one-time lump sum payment of Two Thousand Four Hundred (\$2,400) dollars.

**Section 17.3 Pay Ranges, and Starting Pay**

FY 2022

Effective 12/1/21

Supervisor	64,169	-	101,066	57.5% Range
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FY 2023

Effective 12/1/22

Supervisor	65,934	-	103,845	57.5% Range
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FY 2024

Effective 12/1/23

Supervisor	66,923	-	105,403	57.5% Range
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FY 2025

Effective 12/1/24

Supervisor	67,592	-	106,457	57.5% Range
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### **Section 17.4 Ratification Bonus**

Upon ratification of this Agreement, employees shall receive a one-time lump sum payment of \$1000.

### **Section 17.5 Shift Differential**

All employees covered under this agreement who are assigned to the afternoon (2pm-12am) shift, the midnight (10am-8am) shift, and relief shift, shall, in addition to their regular rate of compensation, be paid one dollar (\$1.00) per hour shift differential. Employees that are assigned to the above shifts by operation of the terms of this agreement, shall receive differential for all hours of work that they are regularly scheduled to work whether or not they are utilizing any form of benefit time. However, employees that are in an unpaid status such as disability leave, suspension without pay, leave of absence, or unpaid leave taken under the Family Medical Leave Act shall not be eligible for shift differential pay. Employees shall not receive any form of shift differential for working overtime hours pursuant to Article 11.2 of this Agreement.

### **Section 17.6 Mileage Reimbursement**

The employer agrees to reimburse bargaining unit employees at a rate determined by the County for authorized departmental business. Any changes in the County's mileage reimbursement rate, as reflected in the County's policy and procedure manual, shall be made applicable to the employees of this bargaining unit.

### **Section 17.7 Bilingual Translation**

Employees may qualify for an additional stipend based on their bilingual speaking abilities. Employees that can speak conversational Spanish during the course of their duties shall receive a six-hundred-dollar (\$600.00) stipend annually. Employees receiving such a stipend shall agree to assist with Spanish speaking residents or the parent/legal guardian of the resident, shall agree to avail themselves to other personnel that require Spanish translation services when called upon, along with translation of forms. To qualify for the stipend, an employee shall meet the proficiency level set by management which will include a certification test administered by Will County Human Resources. The testing company will be of the Will County Human Resources' choosing. Should the employee fail, the employee cannot be re-tested for 12 months. Employees who qualify for the stipend shall receive payments in pro rata form during the designated pay year.

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**ARTICLE XVIII**

**PENSIONS**

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

## MAP 228 River Valley Juvenile Justice Supervisors

### ARTICLE XIX

#### MISCELLANEOUS

##### **Section 19.1 Damage to Personal Property**

An employee's eyeglasses, watch, clothing, or any other personal property carried by an on-duty employee, which is required for the performance of the employee's duties, and which is damaged by a third party non-employee shall be repaired or replaced by the Employer at a reasonable value, not to exceed a total of \$300.00 per year. In the event the employee receives restitution or other reimbursement, the amount expended by the Employer shall be reimbursed by the employee to the extent of the restitution or reimbursement received. The reimbursement process shall not begin until the Employer has been provided with a detailed Incident Report describing how the property was damaged, and been furnished with documentation that the repair or replacement has been paid in full.

##### **Section 19.2 Indemnification**

The Employer agrees to indemnify the employee based on the existing Illinois State Statutes.

##### **Section 19.4 Employee Badges**

The Employer will continue to provide badges to all new employees. The Union acknowledges that the improper use of a badge is a serious offense, which may result in discipline.

## MAP 228 River Valley Juvenile Justice Supervisors

### ARTICLE XX

#### ENTIRE AGREEMENT - SAVINGS CLAUSE

##### **Section 20.1 Entire Agreement**

This Agreement, upon ratification, supersedes all prior practices and Agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire Agreement between the parties, and concludes collective bargaining for its term, except as otherwise allowed by statute. Impact bargaining shall be performed on behalf of the Union by the business agent, accompanied by a member of the bargaining unit.

##### **Section 20.2 Savings**

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

MAP 228 River Valley Juvenile Justice Supervisors


ARTICLE XXI

DURATION OF AGREEMENT

This Agreement, when approved and signed by the appropriate authorities for and on behalf of the Employer and the Union shall be in full force and effect from December 1, 2021 to November 30, 2025, and thereafter from year to year unless written notice of the desire to terminate or modify the Agreement is served by either party upon the other more than sixty (60) days but less than one hundred twenty (120) days prior to the above date of termination or the anniversary of any renewal period thereof. Where written notice of termination is timely served, this Agreement shall terminate on the stated date of expiration unless the parties agree to extend this Agreement on terms which are acceptable to both parties.


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

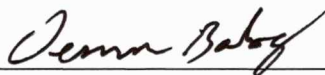
FOR THE EMPLOYER:

  
\_\_\_\_\_  
The Honorable  
Chief Judge, Twelfth Judicial Circuit

Date: 6-21-23

FOR THE UNION:

  
\_\_\_\_\_  
Keith George  
President, Metropolitan Alliance of Police  
Metropolitan Alliance of Police  
Chapter #228

  
\_\_\_\_\_  
Dennis Balog  
Local Representative

Date: 8-18-23

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

# MAP 228 River Valley Juvenile Justice Supervisors

## COMPREHENSIVE GROUP HEALTH PLAN

### EXHIBIT A

#### Medical Benefits: At-a-Glance Summary

	HDHP-HSA Medical Plan		PPO Plan		HMO Plan
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network Only
<b>HSA Employer Contribution</b>					
Individual	\$1,350		Not available		Not available
Family	\$2,700				
<b>Annual Deductible</b>					
			Salary < \$50,000	Salary > \$50,000	
Individual	\$1,500**		\$350	\$500	None
Family	\$3,000**		\$700	\$1,000	None
<b>Out-of-Pocket – Includes Deductibles, Copays, and Coinsurance</b>					
<b>Maximum*</b>					
Individual	\$3,000	\$5,625	\$2,000	\$5,625	\$2,000
Family	\$6,000	\$11,250	\$4,000	\$11,250	\$4,000
Lifetime Maximum	Unlimited				
Co-Insurance**	85%	60%	85%	60%	100%
<b>Physician Care Office Visits</b>					
PCP Copay / Coinsurance	85%	60%	85%	60%	\$20 copay
Specialist Copay / Coinsurance	85%	60%	85%	60%	\$30 copay
Preventive Care***	100% covered	Not covered	100% covered	Not covered	100% covered
<b>Hospital Services</b>					
In-patient Hospital†	85%	60%	85%	\$400 per admission (limit 2 per year) then 60%	\$125 copay per day for the first 2 days per Plan Year, then 100%
Out-patient Hospital	85%	60%	85%	60%	\$50 copay, then 100%
<b>Emergency Services</b>					
Hospital Emergency Room	\$150 copay, then 85%	\$150 copay, then 60%	\$150 copay, then 85%	\$150 copay, then 60%	\$150 copay, then 100%
Urgent Care	85%	60%	85%	60%	100%
<b>Prescription Drugs</b>					
<b>Retail (30-day supply)</b>					
Generic	Subject to deductible, then 85%	Subject to deductible, then 25% coinsurance plus copay	\$10 copay	25% coinsurance plus copay	\$10 copay†
Brand Formulary			\$25 copay		\$25 copay†
Brand Non-Formulary			\$45 copay		\$45 copay†
<b>Mail Order (90-day supply)</b>					
Generic	Subject to deductible, then 85%	Not available	\$20 copay	Not available	\$20 copay
Brand Formulary			\$50 copay		\$50 copay
Brand Non-Formulary			\$90 copay		\$90 copay
<b>Coverage Tiers</b>					
<b>Bi-Weekly Per-Paycheck Pre-Tax Deductions</b>					
Employee Only	See your rate sheet for details				
Employee + Spouse					
Employee + Child(ren)					
Family					

NOTE: If both spouses work for the County, the one with the longest continuous service must cover the family.

\* Includes annual deductible, coinsurance, and copays.

\*\* Subject to deductible.

\*\*\* In-network routine preventive care (e.g., annual physical, immunizations, well women exam, mammograms) not subject to deductible.

† A 90-day retail supply can also be obtained with the same mail order copays under the HMO Plan.

# \$700 MSA penalty for failure to pre-authorize hospital admission—HDHP-HSA and PPO medical plans.

## Subject to annual IRS indexing adjustments.

MAP 228 River Valley Juvenile Justice Supervisors



**WILL COUNTY  
ILLINOIS**

**County of Will**  
February 1, 2023 Bi-Weekly Salary Banded Employee Pre-Tax Contribution Rates  
**COMPREHENSIVE GROUP HEALTH PLAN**  
GROUP - 1

February 1, 2023 GROUP - 1	BCBSIL - PPO				BLUE ADVANTAGE - HMO			
	1	2	3	4	1	2	3	4
	Salary Bands				Salary Bands			
	< \$32,500	\$32,501 - \$53,000	\$53,001 - \$78,500	> \$78,500	< \$32,500	\$32,501 - \$53,000	\$53,001 - \$78,500	> \$78,500
	Bi-Weekly Effective January 1, 2023 - Actual				Bi-Weekly Effective January 1, 2023 - Actual			
<b>2023 - Employee Bi-Weekly Pre-Tax Payroll Contributions</b>								
Employee Only	\$32.39	\$51.50	\$72.10	\$86.52	\$27.20	\$43.24	\$60.54	\$72.65
Employee + Spouse	\$71.35	\$113.45	\$158.83	\$190.60	\$59.91	\$95.26	\$133.37	\$160.04
Employee + Child(ren)	\$58.20	\$92.54	\$129.56	\$155.47	\$48.87	\$77.71	\$108.79	\$130.55
Employee + Family	\$97.17	\$154.49	\$216.29	\$259.55	\$81.59	\$129.73	\$181.62	\$217.94
EE Contributions as a Percent of Projected 2023 Plan Costs	7.3%	11.5%	16.1%	19.4%	7.0%	11.1%	15.5%	18.6%
Aggregate Percentage EE Contribution By Plan Projected Costs	16.0%				16.0%			

The rates reflected above and below assume that eligible participants completed their three Wellness Program requirements and are not subject to the monthly \$125 premium surcharge.

February 1, 2023 GROUP - 1	BCBSIL - HDHP/HSA*			
	1	2	3	4
	Salary Bands			
	< \$32,500	\$32,501 - \$53,000	\$53,001 - \$78,500	> \$78,500
	Bi-Weekly Eff. January 1, 2023 - Actual			
<b>2023 - Employee Bi-Weekly Pre-Tax Payroll Contributions</b>				
Employee Only	\$27.54	\$28.73	\$40.22	\$48.26
Employee + Spouse	\$60.66	\$63.28	\$88.60	\$106.32
Employee + Child(ren)	\$49.48	\$51.62	\$72.27	\$86.72
Employee + Family	\$82.61	\$86.18	\$120.65	\$144.78
EE Contributions as a Percent of Projected 2023 Plan Costs	6.9%	7.2%	10.0%	12.0%
Aggregate Percentage EE Contribution By Plan Projected Costs	9.2%			

*HSA GROUP - 1	
The County will "seed" the following amounts into an employee's HSA account at HSA Bank annually to help offset the deductible(s) and out of pocket maximum(s):	
<b>Employee Only</b>	<b>\$1,350</b>
<b>Employee + SP</b>	<b>\$2,700</b>
<b>Employee + CH</b>	<b>\$2,700</b>
<b>Family</b>	<b>\$2,700</b>
County contributions to employees' HSA accounts will be made quarterly in equal installments. Short Plan Year may vary.	

MAP 228 River Valley Juvenile Justice Supervisors



**WILL COUNTY  
ILLINOIS**

**County of Will**  
January 1, 2023 Bi-Weekly Salary Banded Employee Pre-Tax Contribution Rates  
**COMPREHENSIVE GROUP HEALTH PLAN**  
GROUP - 1

January 1, 2023 GROUP - 1	DENTAL			
	1	2	3	4
	Salary Bands			
	< \$32,500	\$32,501 - \$53,000	\$53,001 - \$78,500	> \$78,500
Bi-Weekly Eff. January 1, 2023 Actual				
<b>2023 - Employee Bi-Weekly Pre-Tax Contributions</b>				
Employee Only	\$0.86	\$1.48	\$2.65	\$2.72
Employee + Spouse	\$1.89	\$3.24	\$5.82	\$5.99
Employee + Child(ren)	\$1.54	\$2.64	\$4.75	\$4.88
Employee + Family	\$2.58	\$4.41	\$7.93	\$8.15
EE Contributions as a Percent of Projected 2022 Plan Costs	6.0%	10.3%	18.5%	19.0%
Aggregate Percentage EE Contribution By Plan Projected Costs	15.0%			

\* Vision coverage is *included* with your choice of PPO, HMO or HSA through DavisVision.

The Will County Comprehensive Group Health Plan is a self-funded non-ERISA governmental plan with non-grandfathered status under the Patient Protection and Affordable Care Act (PPACA).

The above rates do not include the additional \$125 monthly premium surcharge levied as a result of non-participation in the the County's Employee Health & Wellness Program ~ *Will Be Well* . The wellness premium surcharges run from July 1<sup>st</sup> - June 30<sup>th</sup>

WHEN BOTH SPOUSES WORK FULL-TIME FOR THE COUNTY, THE ONE WITH THE LONGEST CONTINUOUS SERVICE COVERS THE FAMILY.

\*A Health Savings Account (HSA) will be opened up in your name at HSA Bank in conjunction with your election to participate in an IRS qualified High Deductible Health Plan (HDHP). The County will "seed" (contribute) to your HSA in the amount identified above. You may also contribute to your HSA on a pre-tax basis through payroll deductions up to a TOTAL combined annual IRS limit of \$3,850 for single coverage and \$7,750 for family coverage (certain restrictions apply for short plan years). If you are age 55 or older, you may also contribute an additional \$1,000 pre-tax as a catch-up provision. You can start, change or stop your additional pre-tax payroll contributions by visiting [willcountybenefitsnow.com](http://willcountybenefitsnow.com). Please consult your tax or financial advisor.

## MAP 228 River Valley Juvenile Justice Supervisors

# BlueCare<sup>®</sup> DENTAL

## PREFERRED CHOICE (PPO) DENTAL PLAN

### COUNTY OF WILL



**BlueCross BlueShield  
of Illinois**

The following is a listing of common services available through your BlueCare<sup>®</sup> Mutually Preferred Dental Network.  
The member's share of the costs is determined whether care is received from a contracting or non-contracting provider.

## HIGHLIGHT SHEET

Effective 01/01/2018

Benefits	Contracting Network Provider PPO*	Non-contracting Provider Non-PPO*
<b>Benefit Period Maximum</b>	\$1,675 for contracting providers and \$1,275 for non-contracting providers. Dollars feed both buckets.	
<b>Deductible</b>	\$50 per person per benefit period \$150 maximum per family (Deductible does not apply to preventive and orthodontic services.)	
<b>Dependent Coverage</b>	Spouse and dependents up to age 26	
<b>Preventive Services</b> Dental Exams (2 exams per benefit period) Prophylaxis (2 cleanings per benefit period) Fluoride Treatment (to age 19) Dental X-rays Sealants (to age 19) Space Maintainers (to age 19)	100% of Maximum Allowance	100% of Usual & Customary
<b>Emergency Services</b> Emergency Exams Treatment for the relief of pain	100% of Maximum Allowance	100% of Usual & Customary
<b>Primary Services</b> Routine Fillings (amalgams and resins) Endodontics – root canals – apicoectomy – direct pulp caps – hemisection Periodontics – scaling and root planing – gingivectomy – periodontal maintenance – osseous surgery Oral Surgery – extractions, except as excluded under "Special Limitations" – alveoloplasty Recementing of Crowns and Bridges	80% of Maximum Allowance	80% of Usual & Customary
<b>Major Services</b> Inlays, Onlays and Crowns (other than temporary crowns) Full and Partial Dentures Bridges Implants Crown, Bridge and Denture Repairs Denture Adjustments, Rebasing and Relining	50% of Maximum Allowance	50% of Usual & Customary
<b>Orthodontics</b> Coverage for children under age 19	50% of Maximum Allowance to the Orthodontia Lifetime Maximum Benefit of \$1,200; \$50 Lifetime Deductible also applies.	50% of Usual & Customary to the Orthodontia Lifetime Maximum Benefit of \$1,200; \$50 Lifetime Deductible also applies

**Please note:** This information only provides highlights of this program. After enrollment please refer to your dental benefit Certificate for additional benefit information.

**\*Schedule of Maximum Allowances**

Contracting PPO providers have agreed to accept the Schedule of Maximum Allowances as payment in full for covered services. **Non-contracting providers are reimbursed based on the Usual & Customary fee. You will be liable for any difference between the dentist's charge and your covered benefits.**

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

**SIDE LETTER**

**ME TOO AGREEMENT**

This Side Letter is entered into by and between the Chief Judge of the Twelfth Judicial Circuit ("Employer") and Metropolitan Alliance of Police, River Valley Detention Center, Chapter #228 ("Union") (collectively, the "Parties").

The Parties agree as follows:

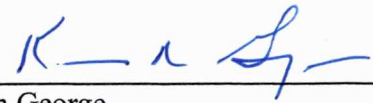
1. If the Employer enters into an agreement with any other bargaining unit comprised of sworn officers in the Employer's Office that contains across-the-board wage increases, excluding one-time payments (including but not limited to the agreed upon pay ranges in the CBA), greater than those set forth in the Parties current CBA (for the period December 1, 2021 through November 30, 2025), then upon demand by the Union, those across-the-board wage increases and any wage increases applied retroactively to Fiscal Year 2022 and/or Fiscal Year 2023 will be applied to members of this bargaining unit on a non-precedent setting basis. This Me Too Agreement only applies to across-the-board wage increases for the term of the current CBA (December 1, 2021 through November 30, 2025) and there is no continuing effect.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
The Honorable Chief Judge,  
Twelfth Judicial Circuit

Date: 4.21.23

FOR THE UNION:

  
\_\_\_\_\_  
Keith George  
President, Metropolitan Alliance of Police  
Metropolitan Alliance of Police  
Chapter #228

  
\_\_\_\_\_  
Dennis Balog  
Local Representative

Date: 8.18.23

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

## MEMORANDUM OF UNDERSTANDING

In exchange for the mutual promises contained herein, this Memorandum of Understanding is entered into between the Chief Judge of the 12th Judicial Circuit, River Valley Detention Center (hereinafter "Employer"), and the Metropolitan Alliance of Police Chapter 228 (hereinafter "MAP") (the "Employer" and "MAP" are collectively referred to as the "Parties"). By this Memorandum of Understanding ("Memorandum"), the Employer and the Union agree as to the following interpretation of their Collective Bargaining Agreement and their implementation regarding the application of contractual wages for certain members.

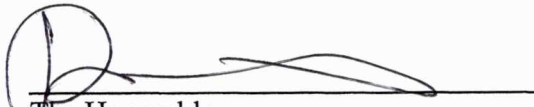
### AGREEMENT

- I. The Employer and MAP are parties to a Collective Bargaining Agreement with the effective dates of December 1, 2021 – November 30, 2025 ("CBA").
- II. During the negotiation period for the CBA, certain bargaining unit members inadvertently received an additional non-contractual pay increase ("Additional Increase"). Both the Union and the Employer recognize the necessity of rectifying this overpayment and ensuring fair compensation for all employees.
- III. In order to minimize disruption and maintain trust between the Parties, it has been mutually agreed upon that the affected union members shall continue to receive their current wage rate until the overpayment is rectified in accordance with the terms outlined in this Memorandum.
- IV. The following union members have been identified as recipients of the Additional Increase:
  - A. Dennis Balog: anticipated correction between 7-9 payroll periods
  - B. Dave Brtva: anticipated correction between 7-9 payroll periods
  - C. James Gallagher: anticipated correction between 7-9 payroll periods
  - D. John Hall: anticipated correction between 2-3 payroll periods
  - E. Melinda Whitley: anticipated correction between 9-11 payroll periods
- V. Because of varying overtime compensation in each payroll period, it is impossible to predict exactly when the Additional Increase will be rectified; however, until the anticipated correction date specified for each individual, the affected union members shall continue to receive their current wage rate, which reflects the unintentional increase.
- VI. Following the correction of the overpayment for the affected union members, the CBA wage rates for these members shall take effect.

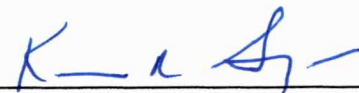
- VII. The Union and the Employer shall cooperate and promptly communicate any changes or developments regarding the rectification process to ensure transparency and trust throughout the implementation of this Memorandum.
- VIII. Any dispute regarding this Memorandum or its application shall be resolved pursuant to the relevant CBA between the disputing Parties, to which this Memorandum shall be incorporated.
- IX. This writing constitutes the entire understanding between the Parties and may only be modified in writing and executed by both Parties.


DATED: 5.21.23

FOR THE EMPLOYER:

  
The Honorable  
Chief Judge, Twelfth Judicial Circuit

FOR THE UNION:

  
Keith George  
President, Metropolitan Alliance of Police  
Metropolitan Alliance of Police  
Chapter #228

  
Dennis Balog  
Local Representative