

AGREEMENT

BETWEEN

CHIEF JUDGE OF THE 12TH JUDICIAL CIRCUIT

RIVER VALLEY DETENTION CENTER

AND

METROPOLITAN ALLIANCE OF POLICE

RIVER VALLEY DETENTION CENTER

CHAPTER #228

EFFECTIVE FOR THE PERIOD

DECEMBER 1, 2016 THROUGH NOVEMBER 30, 2021

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AGREEMENT

This Agreement regarding the River Valley Detention Center is made and entered into this _____ day of _____, 2018 , 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 of Security, 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

2.2.1All employees covered by this Agreement who are not members of the Association paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate share of the costs of the collective bargaining process, contract administration and pursuing matters affecting wages, hours, and conditions of employment as defined in Section 3(g) of the Illinois Public Labor Relations Act.

2.2.2 The fair share payment, certified by the Association Treasurer as the amount constituting each nonmember employee's proportionate share, which in no case may exceed dues uniformly required of members, shall be deducted by the Employer from the earnings of the nonmember employees. The Employer shall pay the aggregate amounts withheld, together with an itemized statement thereof, to the Association, by the tenth (10th) day of the month following the month in which such deductions are made. The Association shall advise the Employer in writing of any increase in proportionate share payments at least fifteen (15) days prior to its effective date.

2.2.3 Should any non-member employee be unable to make their fair share payment to the Association based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, then an amount equal to their fair share payment shall be paid to a non-religious charitable organization mutually agreed upon by such non-member employee and the Association. If the affected Employee and the Union are unable to reach an agreement on the matter, said payments shall be made to a charitable organization from an approved list of charitable organizations established by the Illinois State Labor Relations Board.

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.

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) calendar 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) calendar 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) calendar days after the Union's receipt of the first step answer. Notwithstanding holidays approved by the Chief Judge the Assistant Director/Director of Court Services within fourteen (14) calendar 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) calendar 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) calendar 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) calendar 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) calendar 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) calendar 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.

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.

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 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.

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 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 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.

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 rank seniority.

- a. Line Supervisors shall pick their shifts (days, afternoons, midnights, and relief shift) by rank 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.

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.

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.

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.

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.

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 25th), New Year's Day (January 1), July 4th, 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.

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 rank seniority and eligibility. For line supervisors, vacations shall first be selected in "week blocks" only, by members of the bargaining unit. 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 rank 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 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.

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 en route 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

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 1st through November 30th)

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, , 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 provisions of the Family Medical Leave Act. Coverage under the FMLA shall commence after the employee has used all or a portion of accrued benefit time as determined by the employee. Any paid leave used by an employee shall not be deducted from the annual leave time provided in the 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.

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 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.

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, 12th Judicial Circuit, including bargaining unit members.

ARTICLE XVII
WAGES AND COMPENSATION

Section 17.1 Wages

FY 2017 (September 1, 2017 - November 30, 2017)

Employees shall receive a 1% cost of living increase applied to the employee's base pay and salary range retroactive to 09-01-2017. (\$58,706 - \$88,059)

Employees shall receive a 2.5% annual wage increase to base pay (on all hours paid) retroactive to 09-01-17 and conditioned on employee being employed on December 1, 2016 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.

FY 2018 (December 1, 2017 - November 30, 2018)

Employees shall receive a 2% cost of living increase applied to the employee's base pay and salary range retroactive to 12-01-2017. (\$59,880 - \$89,820)

Employees shall receive a 2.5% annual wage increase applied to base pay (on all hours paid) and retroactive to June 1, 2018; subject to 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.

FY 2019 (December 1, 2018 - November 30, 2019)

Employees shall receive a 2% cost of living increase applied to the employee's base pay and salary on 12-01-2018. (\$61,078 - \$91,616)

Employees shall receive a 2.5% annual wage increase applied to base pay (on all hours paid) on June 1, 2019; subject to 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.

FY 2020 (December 1, 2019 - November 30, 2020)

Employees shall receive a 2% cost of living increase applied to the employee's base pay and

salary range retroactive to 12-01-2019. (\$62,300 - \$93,449)

Employees shall receive a 2.5% annual wage increase applied to base pay (on all hours paid) on 06-01-2020; subject to 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.

FY 2021 (December 1, 2020 - November 30, 2021)

Employees shall receive a 3% cost of living increase applied to the employee's base pay and salary range retroactive to 12-01-2020. (64,169 - \$96,252)

Employees shall receive a 2.5% annual wage increase applied to base pay (on all hours paid) on June 1, 2021; subject to 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.

Bargaining Unit members actively employed at the time of ratification/adoption of this agreement by both parties shall receive a one-time lump sum payment in the gross amount of \$1000 as soon as administratively feasible.

No employee's pay will exceed the range maximum. No employee will receive a stipend during the duration of this Agreement.

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.
- (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 1st and June 1st of each year

Section 17.3 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 17.4 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.

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.

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.

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

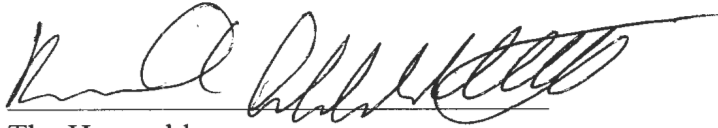
If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining 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.

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, 2016 to November 30, 2021 , 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.

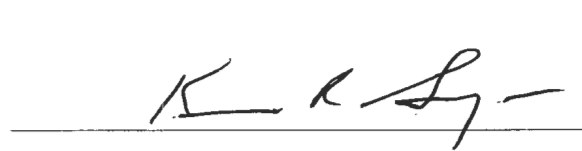
IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

FOR THE EMPLOYER:



The Honorable
Chief Judge, Twelfth Judicial Circuit

FOR THE UNION:



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



Bret Jerkatis
Local Representative

