

AGREEMENT

BETWEEN

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

RIVER VALLEY DETENTION CENTER

AND

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

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 4<sup>th</sup> day of December, 2017, by and between the Chief Judge - Twelfth Judicial Circuit, (hereinafter referred to as the "Employer"), and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Union"), as agent/representative for the Bargaining Unit, hereinafter referred to as "the Employee(s)."

**ARTICLE I**  
**PURPOSE**

**WHEREAS**, it is the intent and purpose of the parties hereto to set forth the Agreement between them for the term hereof concerning rates of pay, wages, hours of employment and other working conditions to be observed by them and the employees covered hereby and to establish an equitable and peaceful procedure for the resolution of differences; and

**WHEREAS**, the parties recognize the constitutional, statutory, and inherent powers of the Judicial Branch of government and agree that no provision of this Agreement may be interpreted or enforced in such a manner as to interfere with the constitutional, statutory, and inherent powers of the Judicial Branch; and

**WHEREAS**, the parties recognize the central role of the Employer in assuring compliance with the laws, the Constitution of the State of Illinois, and the United States Constitution; and

**WHEREAS**, the parties recognize the vital and necessary role of the employees in carrying out the day-to-day work of the judicial system; and

**WHEREAS**, the parties recognize that the users of the Court's services demand and have a constitutional right to the prompt and efficient adjudication of complaints and disputes, and insist upon the fullest protection of common law, statutory, civil, and constitutional rights;

**NOW THEREFORE**, in consideration of the mutual promises and agreements herein contained, the parties do mutually covenant and agree as follows:

**ARTICLE II**  
**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, Ill. Rev. Stat. 1987, ch. 48, par. 1601 et seq. (hereafter referred to as the "Labor Act") over wages, hours, and other terms and conditions of employment for the following River Valley Detention Center employee classifications:

All Juvenile Detention Officers

Excluded: All supervisory, confidential and managerial employees as defined by the Act.

**ARTICLE III**  
**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 laws of contract and regulations,
- D. To determine and establish work schedules and assignments, and the number of hours of work per week,
- E. To hire, promote, transfer, demote, evaluate, reassign, supervise, direct, schedule and assign 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 IV**  
**NON-DISCRIMINATION**

No persons covered by this Agreement shall be discriminated against because of race, sex, creed, color, national origin, age, political orientation, Union affiliation, sexual orientation, veterans status, marital status or non-disabling handicap except where based on a bonafide occupational qualification, as permitted by law. If, prior to filing a grievance for an alleged violation of this Article, or while such a grievance proceeding is in progress, an employee seeks resolution of a discrimination claim in any other forum, whether administrative or judicial, the Employer may defer action on the grievance until the claim is resolved in the other forum.

**ARTICLE V**  
**UNION SECURITY**

**Section 5.1 - Maintenance of Membership**

Each employee, who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall maintain his/her membership during the term of this Agreement except as provided herein.

**Section 5.2 - Fair Share Deductions**

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the Illinois Public Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the nonmember employees and shall be remitted each payday to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each nonmember employee's share shall not exceed dues uniformly required to Union members.

**Section 5.3 - Constitutional Rights**

The Union agrees to insure full compliance with respect to constitutional and statutory rights of all bargaining unit members affected by this Article. Such rights include, but are not limited to, the religious and due process notice and objection procedure rights referenced in the Illinois Public Labor Relations Act.

**Section 5.4 - Notice and Appeal**

The Union agrees to provide Fair Share notices and appeal procedures to employees in accordance with applicable law.

**Section 5.5 - Indemnification**

The Union shall indemnify, defend, and hold the Employer and the County harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with

this Article; provided the Employer and the County shall reasonably cooperate with the Union in the defense of such claim, demand, suit and/or liability. For purposes of this indemnification, a failure by the County to cooperate shall be imputed to the Employer.

**ARTICLE VI**  
**UNION RIGHTS**

**Section 6.1 - Union Activity During Working Hours**

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

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

**Section 6.2 - Union Business Access**

The Employer agrees that a local representative or officer, or ILFOP Labor Council 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 three (3) or more people from the Bargaining Unit on County premises, shall be made in advance, with the Chief Judge or the Judge's designated representative.

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 6.3 - Time Off for Union Activities**

A maximum of three (3) 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 thirty-six (36) working days shall be granted, per contract year, for all employees of the Bargaining Unit.

**Section 6.4 - Union Bulletin Boards**

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

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

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 6.5 - 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, before leaving their work station, give reasonable notice to and receive approval from their supervisor in order to remain in pay status. Supervisors 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 three (3) on-duty Union representatives. Travel expenses associated with these conferences shall be the responsibility of the employee.

**Section 6.6 - 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 VII**  
**SENIORITY**

**Section 7.1 - Seniority**

Seniority is defined as the length of continuous service of an employee for the Employer within the River Valley Detention Center since the employee's last date of hire. However, this paragraph shall not reduce the seniority of any employee who prior to the ratification of this Agreement received seniority credit for service performed in another office of the Chief Judge

Newly hired employees shall be considered probationary during the first twelve (12) months of their employment with the River Valley Detention Center and have not right to use the grievance procedure in the event of discipline, including discharge.

**Section 7.2 - Loss of Seniority**

An employee shall lose his/her seniority for the following reasons only:

1. He/she quits or retires;
2. He/she is discharged and the discharge is not reversed through the procedure as set forth in the Agreement;
3. Without good cause he/she is absent for five (5) consecutive working days without notifying the Employer. After such absence, the Employer shall send written notification to the employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated;
4. If he/she does not return to work when recalled from layoff as set forth in the recall procedure. Exceptions may be made with the consent of the Employer;
5. Leaves employment with the Chief Judge to be employed in another office within the County;
6. Is laid off pursuant to the provisions of the applicable Agreement for a period of twenty-four (24) months;



7. Fails to return to work at the conclusion of an approved leave of absence.

### Section 7.3 - Seniority List

1. On the effective date of this Agreement, the Employer shall prepare a seniority list which shows the dates of hire, the names and job titles of all employees within the bargaining unit entitled to seniority.
2. The Employer will keep the seniority list up to date at all times and will provide the Chief Steward with up to date copies upon written request.
3. The Chief Steward will notify the Union monthly of new hires and terminations within the unit.

### Section 7.4 - Promotion to Supervisor

Employees promoted to the position of supervisor who are subsequently returned to the position of juvenile detention officer return with all the seniority they accrued prior to the promotion, provided that the return occurs within the first one hundred eighty (180) days and with seniority credit for time served in the supervisory position. An employee returning to the position of Juvenile Detention Officer in excess of one hundred eighty (180) days shall forfeit all of his/her seniority rights with the exception of the accrual of benefit time. However, no one returning to a juvenile detention officer position may bump another juvenile detention officer out of a previously assigned shift or onto a layoff status. Such a return to the position of juvenile detention officer shall be solely at the Employer's discretion.

### Section 7.5 - Probationary Staff Training and Shift Assignment

All probationary JDO's shall complete the facility's initial training program (as determined by the facility Superintendent or his designee). The facility's initial training program shall not exceed ninety (90) days, unless notice is provided to the union that management intends to extend the JDO's training program. Such notice shall be provided prior to the expiration of the first ninety (90) days of employment. Any extension of training shall

not exceed an additional thirty (30) days.

Subject to the provisions of paragraph (a), the JDO will be declared a qualified employee pursuant to Article XI, Section 2, "Overtime", of this Agreement. At this time, management will determine to which shift the JDO shall be temporarily assigned.

The temporary shift assignment and days off rotation that the JDO occupies will be posted open for the entire bargaining unit with a deadline for submission. Selection for the open shift will be based solely on seniority.

The JDO with the most seniority requesting the move to the open shift will be able to "bump" the probationary JDS occupying the posted shift into their current shift assignment and days off rotation.

There will be no further "bumps" between either JDO until the next shift-bidding period. However, if no JDO signs up for the open shift, the newly qualified JDO will be placed on the shift that they occupy until the next shift bid.

## ARTICLE VIII

### LAYOFFS

"Layoff" means a reduction in the work force due to reasons of lack of work, lack of funds, reorganization, or the elimination of a position.

In the event it becomes necessary for a layoff, the Employer shall meet with the designated Union representative forty-five (45) days prior to the effective date. At such meeting the Employer shall submit a list of the number of employees in the Detention Division bargaining schedule for layoff, their names, seniority, job titles and work locations.

Layoffs of regular unit full-time employees shall be strictly by seniority within a classification, provided the Detention Division can do so without violating government regulations and practical considerations mandating a minimum number of **officers** of each sex.

Prior to the laying off of any regular employee, part-time, probationary and temporary employees within the unit classifications shall be terminated.

Employees to be laid off will receive at least thirty (30) calendar days advance notice of the layoff, when possible.

When the Employer fills old unit positions, or newly created unit jobs, employees on layoff status will be reinstated in order of their seniority, provided they have satisfactorily completed their probationary period of employment, for any unit position which they are qualified to hold before new job applicants are considered. Recall rights shall last for the length of the employee's Detention Division bargaining unit seniority but in no case longer than two (2) years.

This Detention Division bargaining unit is considered to be independent of, and not subject to, any County wide, interdepartmental transfer, resulting from a layoff in another bargaining unit.

**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 juvenile detention officer and CRT members will indicate their shift preferences. These preferences will be awarded by seniority, subject to gender considerations as may be mandated by state regulations.

Juvenile Detention Officers

First Shift: 7:00 am-3:00 pm  
Second Shift: 3:00 pm-11:00 pm  
Third Shift: 11:00pm- 7:00am

Critical Response Team

First Shift: 6:00am-4:00pm  
Second Shift: 2:00pm-12:00am  
Third Shift: 10:00pm-8:00am

**Section 9.2 - Schedules and Days Off**

Once a shift determination has been completed, each juvenile detention officer will be assigned a schedule. Each schedule will contain two (2) days off in every seven (7) days, and CRT Members will have three (3) days off in every seven (7) days. The days off shall be consecutive. The days off on each schedule shall be rotated every four (4) weeks to allow for a fair distribution of weekend days off.

Schedules will not contain, "split shifts," and shall consist of consecutive work hours but for contractually mandated break periods. However, in an emergency such as may be caused by unanticipated illnesses of staff members, juvenile detention officer are expected to cooperate with their supervisors and the Superintendent to allow for appropriate supervision of residents.

JDO Rotations

Tuesday/Wednesday Off  
Thursday/Friday Off

Saturday/Sunday Off

CRT Rotations

Tuesday/Wednesday/Thursday Off

Friday/Saturday/Sunday Off

If for any reason, any of the shifts or schedules listed in section 9.1 and 9.2 need to be modified, the employer agrees to meet and discuss the changes with the Union prior to implementation.

**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 a pay cut.

No temporary assignment of an employee shall exceed one hundred and eighty (180) calendar days without the consent of the employee. After one hundred and eighty (180) 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 supervisor. It is understood that in rejecting an opportunity to serve as an acting supervisor at a particular time, employees are not removing themselves from future consideration.

A JDO serving the facility as an acting supervisor shall receive compensatory time in an amount equal to fifty (50%) percent of the amount of time labored in the acting supervisor position.

**ARTICLE XI**  
**HOURS OF WORK, BREAKS AND OVERTIME**

**Section 11.1 - Work Days and Breaks**

Except as provided in subsection c below, the regular work day for JDO's shall be eight (8) consecutive hours and ten (10) consecutive hours for CRT members. Within each eight (8) hour shift, and ten (10) hour shift, each juvenile detention officer and CRT member, respectively, shall receive a sixty (60) minute break at approximately the middle of the shift. Should the employee choose, such breaks may be taken in "staff only" areas of the facility. Additionally, breaks may be extended and may be taken away from the facility, subject to supervisory approval. Such approval will not be unreasonably withheld. A Juvenile Detention Officer whose meal period is lost for more than 15 minutes shall receive pay at straight time rates equal to the amount of the missed meal break.

In addition to the break referenced above, juvenile detention officer shall be allowed reasonable, additional shorter breaks throughout their shifts, subject to supervisory approval. Such approval will not be unreasonably withheld.

**Voluntary Roll Call.** Any employee voluntarily present for roll call 15 minutes prior to the start of their first assigned or approved shift of the day, at a meeting place pre-determined by management, shall receive either fifteen (15) minutes of his/her hourly rate of pay, or at the employee's option, fifteen (15) minutes of compensatory time. The employee shall notify the employer of his/her decision to elect pay or compensatory time at the bi-annual shift pick and will not be able to modify this decision until the subsequent pick. Employees shall still be subject to compensatory limits contained within this agreement. Employees who elect compensatory time as compensation for voluntary roll call and reach the specified limits shall temporarily be compensated as pay until the employee's total hours fall below the limit. Roll Call pay shall not be included for the purposes of calculating overtime pay. Employees working back-to-back shifts (doubles) shall not be eligible for roll call pay for the second shift.

**Section 11.2 - Overtime**

**A. DEFINITIONS** For the purpose of this Section, the following terms shall have the following meanings:

Mandatory Overtime- Unscheduled work hours personnel are mandated to work, in addition to regularly scheduled work hours, when management must schedule personnel to respond to emergency conditions, or to fill staffing vacancies that management is notified of 24 hours or less before the next scheduled shift, or when an employee elects to work scheduled overtime and fails to report or is unable to report for duty.

Mandatory Shift- The shift that an employee is mandated by management to work, pursuant to the terms of this contract, when a mandatory overtime situation exists.

Scheduled Overtime- Hours personnel elect to work, in addition to regularly scheduled work hours, when management must schedule personnel to fill staffing vacancies or anticipated emergency conditions that management is notified of more than 24 hours before the next scheduled shift.

Forced Shift- The compliment of staff on duty immediately prior to the shift that requires mandatory overtime.

Qualified Employee- A qualified employee who is deemed by management to qualify for scheduled or mandatory overtime assignments in regards to: (1) requisite experience, skills and physical abilities required for the overtime assignment, (2) who does not exceed maximum overtime hours permitted under this Section, and (3) gender requirements.

Work Week- The total of regularly scheduled hours a JDO works from Sunday through the following Saturday

**B. MANDATORY OVERTIME AND SCHEDULED OVERTIME ELIGIBILITY**

A JDO may be compelled to work a maximum of twenty-four (24) hours of mandatory overtime in a work week. However, the awarding of scheduled overtime hours in a given work week shall



reduce the total maximum, mandatory overtime hours that a JDO may be compelled to work in a work week (**example:** 1. a JDO that has been awarded eight (8) scheduled overtime hours may be compelled to work an additional sixteen hours of mandatory overtime; 2. a JDO that has already been awarded sixteen (16) scheduled overtime hours may still be compelled to work up to eight (8) mandatory overtime hours in a work week).

A JDO's seniority shall be used in awarding up to sixteen (16) hours of scheduled overtime in a work week. Thereafter, a JDO may be awarded additional, scheduled overtime hours by seniority if no other JDO with less than sixteen (16) hours of scheduled overtime in a work week elects to work a given scheduled, overtime shift in the same work week.

A JDO that is under the maximum, weekly, individual mandatory overtime total prior to being assigned additional mandatory overtime hours; that later exceeds the total by virtue working the mandatory overtime hours shall still be eligible to be assigned mandatory overtime hours. Likewise, A JDO that is under the maximum, weekly, individual scheduled overtime total prior to being assigned additional scheduled overtime hours; that later exceeds the total by virtue working the scheduled overtime hours shall still be eligible to be assigned scheduled overtime hours.

### **C. MANDATORY OVERTIME AND SCHEDULED OVERTIME OFFERING PROCEDURE**

(1) Mandatory Overtime Offerings and Assignment - Mandatory overtime shall be permitted only with supervisory approval. When a mandatory overtime situation is to be imposed, the order of offering overtime shall be as follows:

1. Mandatory overtime shall first be offered to the most senior employee working the forced shift

2. Should this employee refuse the mandatory overtime, the assignment shall be offered on a descending seniority basis to the remaining employees working the forced shift.

3. When all employees on a forced shift have declined the offer to work mandatory overtime, the overtime shall be assigned on an ascending seniority basis to a qualified staff member with the least seniority on the forced shift.

No juvenile detention officer shall be required to work mandatory overtime 2 consecutive days in a row, unless that individual volunteers as provided in paragraphs 1 and 2 above. Should the situation arise where a mandatory overtime is the responsibility of the same staff member two days in a row, then the mandatory overtime shall be filled by the qualified employee with the next least seniority working on the forced shift.

(2) Scheduled Overtime Offerings and Assignment- Scheduled overtime shall only be permitted with supervisory approval and shall be posted within a reasonable time period after the Employer is aware of an anticipated need. Interested employees may elect to work a scheduled overtime assignment by affixing his/her name to the desired overtime assignment. An overtime assignment that has been posted for three days, may be approved by any supervisor provided there is a qualified employee electing to work the overtime assignment, unless exigent circumstances prevent such approval. Examples: 1. An overtime assignment posted at any time on the Day Shift on Wednesday may be approved at any time on the Day Shift the following Saturday; 2. An overtime assignment posted on the Afternoon Shift at any time on Friday may be approved at any time on the Afternoon Shift on the following Monday; 3. An overtime assignment posted at any time on the Midnight Shift on Sunday (or after Midnight into the shift Monday) may be approved at any time on the Midnight Shift on Wednesday (or after Midnight into the shift Thursday). The scheduled overtime assignment shall

be filled by the most senior qualified employee electing to work the offered scheduled overtime unless otherwise specified in this section. A time off request that was submitted to a supervisor and was subsequently posted for scheduled overtime that cannot be posted for three days by virtue of the time between the submission of the time off request and the date of the actual time off request, may be approved at any time after two subsequent shifts have lapsed from the posting of the time off request, provided that there is a qualified employee electing to work an overtime shift and unless exigent circumstances would prevent such an approval.

If no qualified employee elects to work a posted scheduled overtime, and the overtime posting is the result of a personal time off request or staffing shortage, the provisions of Section "C (1)" above shall be implemented to determine which employee shall be required to work the mandatory situation that now exists. A scheduled overtime that was posted as the result of a compensatory or single vacation day time off request may be denied if no JDO elects to work the overtime assignment.

**D. OVERTIME RESTRICTIONS AND LIMITATIONS**

1. Subject to the exceptions above, No JDO shall work more than forty (40) hours of mandatory, scheduled, or any other type of overtime in a workweek without the approval of the Superintendent or his/her designee. The employer may nullify any future scheduled overtime assignments when a JDO accumulates more than forty (40) hours of overtime in a work week. Scheduled overtime assignments that have been nullified, may be filled by either the mandatory or scheduled overtime processes above.

2. After scheduled overtime assignments have been posted and approved by management pursuant to Section "C (2)" above, an employee that has been awarded an overtime assignment may

subsequently elect to relinquish the overtime assignment to another employee. It shall be the responsibility of the employee relinquishing the overtime assignment to find a replacement employee that meets all gender and occupational requirements for the overtime assignment. The relinquishing employee shall first attempt to find a replacement employee from the original overtime assignment list, by seniority. If no replacement is available from the original list, the relinquishing employee may attempt to find a replacement from any other, eligible, employee on the Employee Roster. Once a replacement employee has been found, the relinquishing employee and the replacement employee shall complete a "Time Off Request Form", which shall include the names of the two employees and the date and time of the overtime assignment. Completion of this form may be done using any verifiable electronic medium. The form shall then be submitted to a supervisor for approval. There shall be a presumption that all efforts have been made by the relinquishing employee to find the most appropriate replacement employee for the overtime assignment, and as a result, the relinquishment selection shall be non-grievable. Once the relinquished overtime assignment has been approved by a supervisor, the overtime assignment in question shall be the responsibility of the replacement employee. The relinquishing employee shall not be eligible to make a claim to any other previously approved overtime assignments during that work week, even if the relinquished overtime assignments reduces his/her weekly overtime totals and he/she would otherwise be eligible for additional overtime assignments. This restriction may be waived by the employer should operational needs so necessitate, and any such award in this fashion shall be non-grievable. Likewise an employee may be approved to work an overtime assignment that was relinquished by another staff member

regardless of his/her total, weekly, overtime hours, and such an award shall also be non-grievable.

3. Any JDO that is assigned a scheduled overtime assignment, and fails to work the assigned overtime assignment a second time during a bi-annual shift pick period referenced in Section 9.1 shall be ineligible for any scheduled overtime assignments for a period of sixty 60 days from the date of the second, un-worked, approved overtime. A failure to work a scheduled overtime assignment a third time during a bi-annual shift pick period referenced in Section 9.1, shall result in the staff member being ineligible to be assigned any scheduled overtime assignments for a period of ninety 90 days from the third, un-worked, approved overtime. Prohibition from working scheduled overtime shall in no way prevent a JDO from being required to work mandatory assignments.

4. Except in emergency situations, a JDO approved for a scheduled overtime assignment shall not be eligible to work a mandatory overtime assignment if the labor of the mandatory overtime assignment shall conflict with the JDO working the approved, scheduled overtime assignment by virtue of the JDO's total amount of hours worked in a twenty-four (24) hour period. Staff working consecutive shifts (back to back) because of switching shifts with another staff member shall also be ineligible to work a mandatory overtime shift, however JDO's who are on a non-back to back switch shall be eligible to work a mandatory overtime assignment.

5. Except in emergency situations, a JDO working a scheduled overtime assignment shall not be eligible to work a mandatory overtime assignment if a mandatory overtime assignment should

occur. However, if otherwise eligible, the staff member is permitted to volunteer for mandatory overtime assignments.

6. A JDO that has been awarded a scheduled overtime assignment shall not be able to switch the overtime assignment with another JDO that has been awarded a separate, scheduled overtime assignment.

7. A JDO that has been awarded a scheduled overtime assignment shall not be permitted to relinquish a portion of the scheduled overtime assignment to another JDO.

8. Regarding any overtime matters that adversely impact either the employer or the union (i.e. overtime matters that negatively impact the employer's ability to operate the detention center or overtime sanctions imposed on an employee pursuant to this section) the parties agree to meet and discuss any action taken. Nothing in this section shall prejudice the employer's rights outlined in Article III or the union's ability to file a grievance under Article XX.

#### **E. OVERTIME COMPENSATION**

Juvenile Detention Officers (JDO's) shall receive either 1.5 hours of compensatory time off or time and a half pay for every hour worked over forty (40) hours in a seven (7) day period. For purposes of this section, a "seven day period" is defined as the amount of hours the employee worked Sunday through Saturday. The decision to receive compensatory time or overtime pay shall be made by the JDO.

No Juvenile Detention Officer shall be allowed to accumulate over one hundred sixty 160 hours of compensatory time. Compensatory

time off may be taken only at a time mutually agreeable to the employee and the employee's supervisor. Requests for time off submitted simultaneously by separate JDO's shall be approved by seniority. All other requests for time off shall be granted on a "first come, first served" basis unless otherwise specified in this contract.

Only compensatory, personal, vacation time and mandated or forced overtime will count as compensated hours for the purpose of overtime calculations in a work week.

**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 two (2) 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 two (2) hours.

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

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 provided by sub-paragraphs (1) and (2) of this paragraph, for all holidays approved by the Chief Judge, employees shall be paid at his/her straight-time rate for all hours actually worked and shall, at the employee's discretion, either receive additional matching hours of pay at his/her usual hourly rate of compensation, or compensatory time, up to eight hours, provided that if the employee elects compensatory time, the employee has not exceeded the maximum hours of compensatory time permitted under Article XI, of this contract. A Juvenile Detention Officer scheduled to work a holiday may request the day off or partial day off in lieu of receiving the holiday compensatory time or holiday pay granted under article XII of this contract. The Employer retains the right to grant or deny the request.

If any employee is required to work on a holiday for Christmas Day (25<sup>th</sup>), New Year's Day (1<sup>st</sup>), Thanksgiving Day, or Independence Day, the employee will be paid at his/her straight time rate for all hours actually worked and will receive matching hours of pay at a rate of one and a half times the usual rate of compensation for all hours actually worked, up to eight hours. In the alternative, the employee may elect to receive matching hours of compensatory time at a rate of one and one half times the usual rate of compensation for all hours actually worked, up to eight hours.

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 hours of compensatory time, or at the employee's option, eight hours of additional 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, at the employee's option, an additional day of vacation, an additional eight hours of compensatory time, or eight 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 full-time employees 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 seniority and eligibility. Vacation 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. Single vacation days may only be taken a time mutually agreeable to the employee and the employee's supervisor. In instances where two or more people request the same hours off, it shall be awarded to the individual(s) with the most 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 (40) forty hours of vacation time may be carried over past the two regularly scheduled vacation picks of the year. Any leftover

vacation time over (40) forty 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 on the same shift, 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. Should an employee vacate a selected vacation week, the employer shall post the vacation week for a period of seven (7) days. During the seven (7) day period, the employees shall have the opportunity to sign up for the vacation week. After the seven (7) day period has been completed, the most senior employee shall be awarded the vacant vacation week.

Those employees who request and are granted a shift change outside of the routine shift picks may forfeit their selected vacation time if another staff member on the requested shift has picked this vacation. The staff member requesting shift change will be allowed to select any other available week for their vacation.

#### **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, 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. 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 may require a doctor's excuse for sick leave claimed for a day immediately preceding or following a holiday or days off or a weekend off, including a Friday or Monday holiday.

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:

(a) Employees shall be paid two (2) days for each year of service, not to exceed their accumulated sick leave balance.

(b) 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.

An employee who does not use any sick time during the full designated annual fiscal year shall receive one additional personal day during the following annual fiscal year.

#### **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.

**ARTICLE XV**  
**LEAVE OF ABSENCE**

**Section 15.1 - Eligibility Requirements**

Employees shall be first eligible for leaves of absence after they have completed twelve (12) months of employment with the Employer.

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, compensatory leave, or personal leave for a death in the immediate family. Immediate family is defined as a spouse or domestic partner; parent, step-parent,

sibling, step-sibling, child, grandparent, grandchild, aunt, uncle, niece, nephew, or a related member in an employee's household; and all of the above listed relative of the employee's spouse or domestic partner.

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

An additional two (2) bereavement 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 the employee, spouse, or domestic partner.

Notwithstanding the above, no employee shall receive more than a total of five (5) days or forty (40) hours of 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, vacation leave, compensatory leave, or personal 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, or any other paid or unpaid leave days. The previously submitted time will be credited back to the employee, replaced with bereavement leave as indicated in this Section.

Employees have the right to use personal or vacation 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 funeral leave, the employee shall file a statement in writing to his/her supervisor which shall include the name of and relation to the deceased, the location of the death/services, and the total number of days used for the funeral leave.

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

The employer shall comply with the provisions of the Family Medical Leave Act. Coverage under the FMLA may 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 by 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 (3) three 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 two (2) working days 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, paragraph 3, 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 - Group Insurance**

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

**Section 16.2 - Individual Insurance**

The employer shall continue to provide individual insurance options as provided by the County for all County employees under the Office of the Chief Judge, 12<sup>th</sup> Judicial Circuit, including bargaining unit members.

**Section 16.3 - Mandated Insurance**

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

- 1) Paid by the Employer:
  - (a) Tort Immunity
  - (b) Unemployment Compensation
  - (c) Worker's Compensation
- 2) Paid jointly by the Employer and the Employee:
  - (a) Illinois Municipal Retirement Fund (IMRF) disability coverage.
  - (b) Social Security (FICA) disability coverage and retirement health and hospitalization coverage.

**Section 16.4 - Payroll Deductions**

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

**Section 16.5 - Unpaid Leave Status Employees**

Employees on any unpaid leave of absence approved by the Employer, may elect to continue their insurance coverage, including coverage of their legal dependents, by notifying the Employer and paying the total insurance premium due each month in the manner directed by the Employer.

The benefits and protections of such insurance shall be equal to those received by Employees who are in a paid status.

**Section 16.6 - Retired Employees and Legal Dependents**

The Employer shall allow all retiring Employees and their legal dependents to continue to participate in the Employer's Group Medical Insurance Program, except for Short-Term Disability Income coverage, until such time as the Retiree is eligible for Social Security MEDICARE benefits. If the Employer enhances the retirement benefits for the other county employees in IMRF, the Employer will give members of this bargaining unit the same benefits.

A Retiree is a former Employee who is collecting an annuity from the Illinois Municipal Retirement Fund (IMRF).

The benefits of the insurance coverage provided to Retirees and their legal dependents shall be the same as that provided to Employees and their legal dependents.

For Retirees, who retire from the service of Will County and who at the time of retirement have 8 years of continuous service with Will County, and are participants in the plan at the time of retirement, the cost-sharing of monthly premiums shall be as follows:

- 1) The Employer shall pay all related premiums for the Retiree's coverage.
- 2) The Retiree shall pay all related premiums for Dependent coverage, which shall be equal to the family premium, minus the single premium.
- 3) Premium amounts shall be calculated annually, pursuant to COBRA-based requirements.

**Section 16.7 - Surviving Legal Dependent**

The surviving legal dependents of individuals, who were active or retired Employees at the time of their death, shall be allowed to remain within the Employer's Group Medical Insurance Program, at their own expense, and the related premiums shall be paid in the manner prescribed by the Employer.

In the case of surviving spouses, participation shall terminate:

- (a) In the event of remarriage; or,
- (b) At such time as eligibility for Social Security MEDICARE benefits occurs.

**ARTICLE XVII**  
**MILEAGE**

The Employer agrees to reimburse bargaining unit employees at a rate consistent with the Internal Revenue Services regulations and as reflected in the County's policy and procedure manual, any changes in the mileage reimbursement rate 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**  
**DISCIPLINE AND DISCHARGE**

**Section 19.1 - Definition**

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 (notice to be given in writing); and
- (4) 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, 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, for

which they could be made whole.

- (c) Include items such as oral reprimands or warnings, and on-the-spot corrections or corrective counseling.

If an accumulation 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 19.2 - Manner of Discipline**

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

#### **Section 19.3 - 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 19.4 - 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.

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 19.5 - 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 19.6 - 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 such that if the sheriff's collective bargaining agreement as applied to deputies at WCADF is changed to allow for an earlier time for removal of discipline (less than twenty-four (24) months) the standard of that Agreement will be applied under this section.

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

#### **Section 19.7 - 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 XX**  
**GRIEVANCE PROCEDURE**

**Section 20.1 - 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 20.2 - 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 20.3 - 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 Assistant Superintendent/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. The grievance must be submitted to the Assistant Superintendent/Superintendent within fifteen (15) calendar days of when the employee became aware, or should have become aware, of the occurrence. The Assistant Superintendent or 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. 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. The Assistant Director/Director of Court Services within fourteen(14)calendar days from the Assistant Superintendent/ 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.

STEP 3. If the answer is unsatisfactory to the Union, the Union shall have the right to appeal to the Court Administrator/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. 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. In lieu of filing an answer, the Court Administrator/Chief Judge 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. 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. Costs of the arbitrator shall be shared equally by the Employer and the Union. The arbitrator's decision shall not contradict, modify, vary, increase, or decrease, the terms of this Agreement.

#### **Section 20.4 - 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. 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 20.5 - 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.

**ARTICLE XXI**  
**NO STRIKE - NO LOCKOUT**

**Section 21.1 - Strike Prohibited**

No employees shall engage in any strike, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the 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.

**Section 21.2 - Prohibition of Union Participation**

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

**Section 21.3 - Union Liability and Duty**

In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, sympathy strike, or other interference with the operations of the Employer occur, the Union, within twenty-four (24) hours of a request by the Employer shall:

- A. Advise the Employer in writing that such action by the employees has not been called or sanctioned by the Union.
- B. Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.
- C. Post notices at Union bulletin boards advising that it disapproves of such action and instructing employees to return to work immediately.

**Section 21.4 - Discharge for Violation**

The Employer may discharge or discipline any employee who violates this Article and the Union will not resort to the Grievance Procedures on such employee's behalf except to determine whether or not the individual violated the Article.

**Section 21.5 - No Lockout**

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

**Section 21.6 - Employer's Judicial Remedies**

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

**ARTICLE XXII**  
**ENTIRE AGREEMENT - SAVINGS CLAUSE**

**Section 22.1 - 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 22.2 - 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 XXIII**  
**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 Agreements 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.



**ARTICLE XXIV**  
**MISCELLANEOUS**

**Section 24.1 - 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 24.2 - Indemnification**

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

**Section 24.3 - Random Drug Testing:**

**Purpose:** The purpose of the institution of a random drug testing policy at the River Valley Detention Center is to provide the best effort possible insure that environment and work place are drug free. The facility is charged with providing for the safe and secure detention of juveniles, and the supervision of those detained at the facility must be alert and uncompromised in order to meet this responsibility. The American Correctional Association (ACA) and the Illinois Department of Corrections (IDOC) require as a standard that the facility provide a policy that would maintain a drug-free work place.

**Drugs**

**Covered:** Marijuana, Cocaine, Opiates, Amphetamines, Phencyclidine

**\*SPECIMENS MAY ONLY BE TESTED FOR THE COVERED**

**DRUGS AND THE SPECIMEN MAY NOT BE USED TO  
CONDUCT ANY OTHER ANALYSIS OR TEST!**

**Procedure:** Drug Testing:

*All procedures for collection and testing will comply with the United States Department of Health and Human Services (DHHS) guidelines for employee drug testing.*

1. All employees submit to a drug test prior to an offer of employment.

2. While an employee of the facility, the employee understands that they may be drug tested at any time, and that this will not exceed more than 1x per year without cause.

3. A random draw of 3 JDS for testing may occur 1x every three months (quarterly). 35% or less of the JDS workforce may be tested each year (this will not include retests or monitoring of individuals who tested positive on previous tests).

4. Drawing will be conducted by a random number draw, and a number will represent each employee. A representative steward of the Collective Bargaining Unit will be present at the random drawing for any represented member of the bargaining unit to insure fair and random draws.

5. The numbers assigned to employees who previously tested negative in that year will be eliminated from the subsequent drawings for that year.

6. Individuals drawn may not be tested on the same day or time.

7. A representative steward of the Union will be present at the time of the request for drug testing in order to be available for any questions or verification of the sample.

8. Any refusal to provide a sample upon request will be treated as a positive test.

9. All samples will be sent to the laboratory utilized by the probation department in order to establish the results of the drug test.

**Results:**

If an employee tests positive for any banned substances:

1. A copy of the laboratory results will be made available to any employee testing positive.

2. A copy will be made available to the union steward.

3. The employee will be placed on suspension until a substance abuse evaluation can be completed by a qualified

substance abuse professional.

4. Employee will comply with all recommendations of the substance abuse evaluation, and provide proof of compliance to the administration.

5. Employee will submit to random drug testing for a period of 2 years from the date of the first positive test.

6. Employees failing a random drug test during the 2 year period may be subject to termination from employment.

#### **24.4-Personnel Files**

Employees may inspect their personnel files at times and in the manner prescribed by the Applicable Illinois Law as may be amended.

#### **24.5-Policy Modification**

As it is necessary for policy and procedure to change periodically, collective bargaining unit members will be advised, in writing, whenever changes in policy or procedure are modified prior to implementation of the said change.

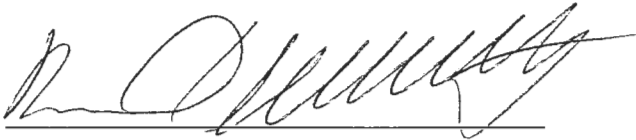
IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

FOR THE EMPLOYER:

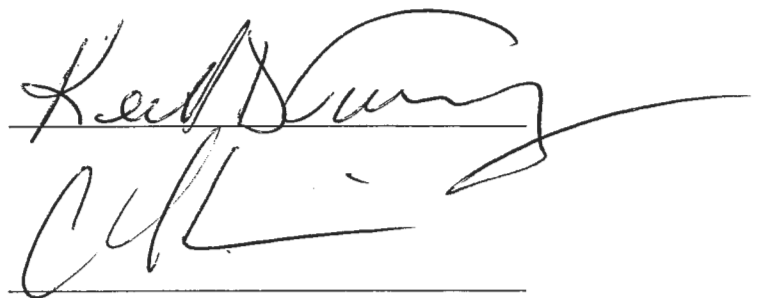
FOR THE UNION:

The Honorable Richard Schoenstedt  
Chief Judge  
Twelfth Judicial Circuit

Illinois Fraternal Order of  
Police Labor Council

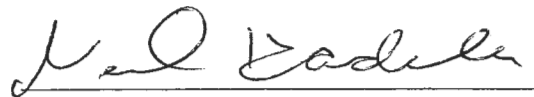


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Date: 12/5/17



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Date: 12/4/17

## APPENDIX

1. Eighty-five cents (85¢)/hour differential for all members assigned to the Afternoon Shift, 3pm-11pm (2pm-12am for CRT's), Midnight Shift, 11pm-7am (10pm-8am for CRT's), and Relief shift. Employees that are assigned to the above shifts by operation of the terms of this CBA, 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 XI of the this CBA or in any other form not specified in the 6/27/06 memorandum of understanding.

2. FY17 (September 1, 2017 - November 30, 2017) Employees shall receive a 3.5% annual wage increase, applied retroactively to base pay (on all hours paid) 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.

3.-FY18 (December 1, 2017 - November 30, 2018) Employees shall receive a 4.5% annual wage increase (on all hours paid) and conditioned on employee being employed on December 1, 2017 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.

4.-FY19 (December 1, 2018 - November 30, 2019) Employees shall receive a 4.5% annual wage increase (on all hours paid) and conditioned on employee being employed on December 1, 2018 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.

5.—FY20 (December 1, 2019 – November 30, 2020) Employees shall receive a 4.5% annual wage increase (on all hours paid) and conditioned on employee being employed on December 1, 2019 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.

6. FY21 (December 1, 2020 – November 30, 2021) Employees shall receive a 5.0% annual wage increase (on all hours paid) and conditioned on employee being employed on December 1, 2019 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.

7. Senior Detention Officer

Employees eligible and accepted for the Senior Detention Officer position will receive a 1.5% pay adjustment or the range minimum, whichever is greater. Employees who meet the minimum requirement for the senior position job category, pursuant to the senior position job description, may apply during a thirty (30) day period to be determined by the Superintendent of Detention, in the year preceding their year of eligibility. Any employee who is eligible and elects not to apply or is not accepted for the senior position, must wait a period of two (2) years to re-apply. Procedures and guidelines to govern the application process will be developed. Up to two (2) years of prior juvenile detention experience in a jurisdiction not covered by this contract may be applied for the purpose of determining eligibility. Previous juvenile detention service will be verified and approved by the Superintendent of Detention.

Effective 12/1/17

8. Pay Ranges:  
 Juvenile Detention Officer \$39,741.48-\$59,612.22  
 Sr. Juvenile Detention Officer 47,392.23- \$71,088.35
9. Effective 12/1/18  
Pay Ranges:  
 Juvenile Detention Officer \$40,138.89- \$60,208.34  
 Sr. Juvenile Detention Officer \$47,866.15- \$71,799.23
10. Effective 12/1/19  
Pay Ranges:  
 Juvenile Detention Officer \$40,540.28- \$60,810.43  
 Sr. Juvenile Detention Officer \$48,344.81- \$72,517.22
11. Effective 12/1/20  
Pay Ranges:  
 Juvenile Detention Officer \$40,945.69- \$61,418.53  
 Sr. Juvenile Detention Officer \$48,828.26- \$73,242.93

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 \$500 as soon as administratively feasible.

No employee's pay may exceed the range maximum. Employees whose pay by virtue of the above increases exceeds the maximum of their pay range shall receive that excess in the form of a stipend, not to be included in their base pay. All employees receiving stipends shall receive payment in pro rata form over the several pay periods of the respective year specified.

12. 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 discharge.









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