

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CHIEF JUDGE OF THE TWELFTH JUDICIAL CIRCUIT

AND

**ILLINOIS FRATERNAL ORDER OF POLICE, LABOR COUNCIL and WILL
COUNTY PROBATION SUPERVISORS**

December 1, 2021 through November 30, 2025

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PREAMBLE

This Agreement made and entered into this 1st day of December 2021, by and between the Chief Judge of the Twelfth Judicial Circuit, (Probation Services) hereinafter also referred to as the "Employer" and the Illinois Fraternal Order of Police, Labor Council hereinafter also referred to as the "Union" or "Labor Council", and their successors and assigns on behalf of employees in the collective bargaining unit set forth in Article I hereof.

ARTICLE 1 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 and 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 2 RECOGNITION

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

Included: All persons employed full-time by the Chief Judge of the 12th Judicial Circuit in its Will County Probation Department in the following title or classification: Probation Supervisor.

Excluded: All other persons employed by the Chief Judge of the 12th Judicial Circuit.

The State of Illinois, Illinois Labor Relations Board certified the Fraternal Order of Police, Labor Council on February 16, 2011 as the exclusive representative of all employees, as defined above.

ARTICLE 3 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 prerogatives include, but are not limited to, the following:

- A. To plan, direct, control, manage, determine, and set reasonable standards for all functions, operations, and services of the Judiciary,
- B. To establish the qualifications for employment and to employ employees,
- C. To make and enforce reasonable laws of contract and regulations,
- D. To determine and establish work schedules and assignments, and the number of hours of work per week,
- E. To hire, promote, transfer, demote, evaluate, reassign, supervise, direct, schedule and assign employees to positions and to create, modify and eliminate positions,
- F. To discipline, suspend and discharge for just cause,
- G. To establish reasonable work and productivity standards and to amend such standards,
- H. To layoff 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 4 NON-DISCRIMINATION

In accordance with applicable law, neither the Employer nor the Labor Council shall discriminate against any employee covered by this Labor Agreement because of race, sex, age, religion, creed, color, national origin, or other protected statute. Any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Labor Agreement.

ARTICLE 5 UNION SECURITY

Section 5.1 Maintenance of Membership

Upon receipt of proper written authorization from an employee, the Employer shall deduct each month Union dues in the amount certified by the Union from the pay of all employees covered by this Agreement, who, in writing authorize such deductions. Such money shall be submitted to the Union within thirty (30) calendar days after the deductions have been made with a listing of covered members whose dues have been deducted.

Section 5.2 Union Membership and Dues Deduction

Upon receipt of a lawful written authorization form signed by an employee, attached hereto as Appendix A, on a form agreed upon by the Union and the Employer, the Employer shall deduct from the employee's first two paychecks of each month the regular amount of the Labor Council dues, which may include an amount that is retroactively owed and the initiation fee, if any, set forth in such form and any authorized increase therein. The dues shall be forwarded to the Illinois Fraternal Order of Police Labor Council at the address designated by the Labor Council, in accordance with the laws of the State of Illinois, within thirty (30) days of the date of the deduction. Authorization for such deduction shall only be revocable by the employee providing thirty (30) days' written notice to the Employer and the Labor Council.

The regular uniform Union membership amount to be deducted, which will be the same amount for each employee, in order to ease the Employer's burden in administering this provision, shall be certified in writing by the Union to the Employer. This amount may be changed by the Union once each calendar year. The Labor Council shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date. The Employer agrees to forward a list of employees each month along with the above dues. The list shall contain the name and address of each employee from whom the dues have been deducted.

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 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 6 UNION RIGHTS

Section 6.1 Union Activity During Working Hours

Employees shall, after giving appropriate notice to their supervisor, be allowed 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 steward or Probation Supervisor and/or Labor Council Representative shall have reasonable access to the premises of the Employer, giving reasonable notice to the appropriate Employer representative.

Section 6.3 Time Off for Union Activities

A maximum of two (2) local Union Stewards shall be allowed time off, without pay, for state or area-wide Union meetings, or conventions, provided such Stewards 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 (benefit time), excluding sick time, in lieu of taking such time without pay.

Section 6.4 Union Bulletin Boards

The Employer shall provide a bulletin board in the department. The number, size and location of the board shall be mutually agreed to by the parties. The board 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. 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 Stewards 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 unreasonably withhold approval of the absence, but will give due consideration to staffing needs of the office and the immediate duties such as home visits or court appearances for which a Union Steward may be scheduled. In no case shall the Employer excuse more than two (2) on-duty Union Stewards.

ARTICLE 7 SENIORITY

Section 7.1 Seniority

For all purposes where seniority is the determining factor, the attached Seniority List defines the seniority order. However, this Seniority List shall not reduce the seniority of any employee who prior to the ratification of the Collective Bargaining Agreement received seniority credit for service performed in other offices of the Chief Judge. Individuals hired, promoted, or transferred into a position covered by this Agreement will be placed at the bottom of the Seniority List regardless of years in the Probation Department. Promoted employees covered by this Labor Agreement shall be considered probationary during the first three (3) months of their employment in a position covered by this Labor Agreement and have no right to use the grievance procedure in the event of discipline, including discharge. Newly hired employees covered by this Labor Agreement shall be considered probationary during the first six (6) months of their employment in a position covered by this Labor Agreement and have no right to use the grievance procedure in the event of discipline, including discharge.

Section 7.2 Loss of Seniority

An employee shall lose their seniority for the following reasons only:

1. Quits, retires, or resigns;
2. Is discharged, unless the disciplinary action is reversed or modified through the grievance procedure as set forth in the Agreement;
3. Without good cause, if the covered member is absent for five (5) consecutive working days without notifying the Employer, unless circumstances are beyond their control, which shall be demonstrated. After such absence, the Employer shall send written notification to the employee at their last known address that the covered member has lost their seniority and their employment has been terminated;
4. If the covered member 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. Is laid off pursuant to the provisions of the applicable Agreement for a period of twenty-four (24) months;
6. Fails to return to work at the conclusion of an approved leave of absence, unless circumstances are beyond their control, which shall be demonstrated.

Section 7.3 Seniority List

The Employer will keep the Seniority List up to date at all times and will provide the Chief Steward and the Labor Council with up to date copy upon written request. The Chief Steward will notify the Union monthly of new hires and separations within the unit.

ARTICLE 8 LAYOFFS

Section 8.1 Layoffs

"Layoff" means a reduction in work force due to reasons of lack of work. In the event it becomes necessary for a layoff, the Employer or designee shall meet with the Labor Council representative thirty (30) business days prior to the effective date. At such meeting the Employer or designee shall submit a list of the number of employees in the bargaining unit scheduled for layoff, their names, seniority, job title, and work locations.

Layoffs of regular unit full-time employees shall be by seniority as defined or listed in Section 7.1. Prior to the layoff of any full-time covered members, auxiliary, temporary, seasonal, interns, assigned or transferred staff and probationary employees, (in that order) in this bargaining unit shall be laid off first. Employees to be laid off will receive at least fourteen (14) calendar days written advance notice of the layoff.

Section 8.2 Recall

When the Employer fills any unit position within this bargaining unit, or any newly created job within the bargaining unit, 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 two (2) years. The Employer must recall any pending laid-off member to a newly classified position that will be covered by this Collective Bargaining Agreement.

ARTICLE 9 VACANCIES, ASSIGNMENTS & NEW CLASSIFICATIONS

Section 9.1 Vacancies

When a regular full-time Supervisory Probation Department bargaining unit position becomes available, it shall be distributed to employees for ten (10) working days prior to filling the position. If not filled from within the unit, it may be filled by appropriate means. Employees interested in applying for a vacant Supervisory Probation Department bargaining unit position in response to an internal posting must submit that request in writing to the appropriate Department Administrator within the deadline given on the posting. As soon as possible following the position posting, all qualified applicants will be scheduled for participation in the department's selection process.

- Areas considered shall be: work record, education level, previous evaluations, seniority, job experience, personnel policies and knowledge of the court system.
- The Department administrators will select the candidate who best meets the necessary qualifications for the position. If two (2) or more candidates have equal qualifications, the most senior candidate shall be awarded the position.
- All employees who volunteer to transfer to different positions within the bargaining unit shall serve a ninety (90) calendar day probationary period. Such employees who fail to satisfactorily complete such a probation period will be returned to their previous position if it is vacant. If the former position is not vacant, management in its discretion may place the employee in any vacant position for which the covered member is qualified, providing the duties of the position are similar to those of the position first occupied by the employee prior to the initial transfer. All benefit levels and accruals will be maintained by covered employees who volunteer to be transferred to a different position.

Section 9.2 Assignment

Not all reassignments will be voluntary. The Department Director, through authority of the Chief Judge, retains the absolute right to assign and reassign employees as deemed necessary. Prior to any involuntary reassignment the Director will meet and confer with the employee to notify the covered member of the assignment change. Employees who are assigned or reassigned as described in this Article will retain all compensation and benefit accruals of their previous position. If the assignment or reassignment is to a position covered by the Agreement, then the

appropriate level of compensation will be paid out to the covered member upon their assignment or reassignment but not less than the employee is currently compensated.

Section 9.3 New Classifications

Where the Employer finds it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employer and Union agree to jointly petition the State Labor Board to seek the necessary unit clarification. If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper grade and or compensation for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade starting at the 3rd step of the grievance procedure. The Chief Judge shall determine the reasonableness of the proposed compensation in relationship to:

- The job content and responsibilities attached thereto in comparison with the job content and responsibilities of the position classifications in the Employer's work force;
- Like positions with similar job content and responsibilities within the labor market generally;
- Significant difference in working conditions to comparable position classifications.

The pay grade originally assigned by the Employer shall remain in effect pending the decision. If the decision of the Chief Judge is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation. Upon installation of the new position classification, the filing of such position classification shall be in accordance with the procedures of this Agreement.

ARTICLE 10 TEMPORARY ASSIGNMENTS

The Probation Department Director 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 Probation Department Director under the authority of the Chief Judge. If an employee is temporarily assigned to a lower paid position, they shall not be subject to reduced pay or reduced benefits. No temporary assignment of an employee shall exceed one hundred-eighty (180) calendar days without the consent of the employee. After one hundred-eighty (180) calendar days, the employee requesting to be relieved of the temporary assignment shall be returned to their former position.

ARTICLE 11 HOURS OF WORK

Section 11.1 Work Week

Employees of Court Services are required to work a total of forty (40) hours per week which shall include a one (1) hour paid meal period in each day of eight (8) hours or longer.

Whenever possible; the meal period shall be scheduled at the middle of each workday, in accordance with present standards and procedures.

Section 11.2 Overtime

Probation Supervisors shall have the first opportunity for work that is scheduled, available, or where a vacancy exists as Probation Supervisors work before other employees are offered or assigned. Such opportunities shall not exceed the six (6) hours of compensatory time provided per month for late night office hours unless the Supervisor in question is the assigned late night Supervisor or has been authorized by the Assistant Director.

Two (2) days each month late night office hours will be scheduled, except for conflicts associated with inclement weather, Holidays, and the availability of security. The specific days and hours will be determined by the Employer or the Employer's designee. Late night office hours will be governed in accordance with the overtime policies as outlined in the Employee Personnel Manual. Late night office hours will only be scheduled on days for which building security is available. Late night office hours may be suspended or terminated by the Chief Judge for reasonable cause.

Examples of circumstances that may compel the suspension or termination of late night hours include but are not limited to the following: budget, facilities, maintenance, and operational issues. When practical, advance notice will be provided to the Union regarding the anticipated suspension or termination of late night office hours no less than ninety (90) days prior to said action. Late night office hours may also be suspended or terminated for emergency reasons as designated by the Chief Judge.

Overtime shall be calculated at a rate of one and a half (1 ½) hours for each hour worked in excess of each eight (8) hour day pursuant to the Fair Labor Standards Act. Overtime hours may be taken in the form of compensatory time, or, at the employee's option, may be taken as pay. Each employee shall be limited to designating a maximum of twenty (20) hours of overtime per fiscal year (December 1st -November 30th) as pay. The employer will designate times each quarter, aligning with the county payroll schedule, where employees may elect to convert compensatory hours to pay. Employees converting compensatory hours to pay shall be required to do so in full hour increments. Any compensatory time earned shall be taken at a time convenient to the employee and consistent with the operating needs of the Employer. Compensatory time may be accumulated or replaced up to one hundred twenty (120) hours, after which compensatory time accumulated in excess of one hundred twenty (120) hours will be assigned to a time mutually agreed to by the employee and the Employer. All hours paid shall be counted as hours worked for purposes of calculating overtime.

Section 11.3 Overtime Authorization

All overtime worked in accordance with the above provisions must be authorized by Department Director, Assistant Department Director, or his designee.

Section 11.4 Day Defined

Except where specifically defined to the contrary, where used in this Agreement, the term "day" shall mean eight (8) consecutive hours of work, within a twenty-four (24) hour period, which shall include a one (1) hour paid meal break in the eight (8) hours unless a change has been mutually agreed to by management and the employee.

ARTICLE 12 WAGES AND OTHER ECONOMIC BENEFITS

Section 12.1 Wages

FY22 (December 1, 2021 – November 30, 2022) & FY 23 (December 1, 2022-November 30, 2023) Employees shall receive a 11.75% annual wage increase (on all hours paid) and conditioned on employee being employed on December 1 2022, currently being on the county payroll at the time of ratification, and receiving a satisfactory performance rating. This increase will be based on the employee's November 30, 2021 salary. Those employees on probation and eligible for the annual wage increase referenced above shall receive that wage increase upon the successful completion of their probationary period.

Above wage increase will be effective on the date that the Union provides notice to the Employer/Chief Spokesperson that the membership has ratified the contract.

FY24 (December 1, 2023 – November 30, 2024) Employees shall receive a 6.25% annual wage increase (on all hours paid) and conditioned on employee being employed on December 1, 2023 and receiving a satisfactory performance rating. Those employees on probation and eligible for the annual wage increase referenced above shall receive that wage increase upon the successful completion of their probationary period.

FY25 (December 1, 2024 – November 30, 2025) Employees shall receive a 5.5% annual wage increase (on all hours paid) and conditioned on employee being employed on December 1, 2024 and receiving a satisfactory performance rating. Those employees on probation and eligible for the annual wage increase referenced above shall receive that wage increase upon the successful completion of their probationary period.

A 10% wage differential (10% of base pay, based on all hours paid) for Electronic Monitoring Unit supervisors.

Pay ranges:

FY 22 effective 12/1/2021

\$63,702- 100,331 57.5%

FY 23 effective 12/1/22

\$65,454-103,090 57.5%

FY 24 effective 12/1/23

\$66,436 – 104,636 57.5%

FY 25 effective 12/1/24

\$67,100-105,682 57.5%

No employee's pay will exceed the range maximum. Employees whose pay by virtue of the above increases exceeds the maximum of their pay range shall receive Schedule B longevity (see Section 12.2).

Ratification Bonus: Upon ratification of this Agreement, employees shall receive a one-time lump-sum payment of \$1,000.

Section 12.2 Longevity

Schedule A Plan

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 with the Employer, but shall be computed only on the time that the employee was in actual service for the Employer, provided not more than five (5) years have elapsed, since the last regular employment with the Employer.
- 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.

Schedule B Plan

- Effective upon ratification, employees whose pay would exceed range maximum in the wage scale, shall receive a longevity payment of Two Hundred (\$200) per month.

- No employee shall participate in more than one longevity plan.
- Employees who are topped out as of 12/1/2021 shall receive a one-time lump sum payment of Two Thousand Four Hundred (\$2,400.00).

Section 12.3 Dues Reimbursement-Professional Organizations

The Employer agrees to reimburse employees to a maximum of forty dollars (\$40.00) for an annual membership in an approved association.

Section 12.4 Bi-Lingual

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

ARTICLE 13 HOLIDAYS

Section 13.1 Official Holidays

An official list of paid holidays is determined annually by the Chief Judge. Holidays shall be those designated by the Chief Judge of the Twelfth (12th) Judicial Circuit subject to the general administrative and supervisory authority of the Illinois Supreme Court. In no case shall the number of paid holidays be less than thirteen (13) in number (except for years in which the New Year's holiday is recognized on December 31st. When such occurs there will be fourteen (14) holidays in one year and twelve (12) in the following year). Except as noted previously, in the event the number of holidays falls below thirteen (13), the employee shall receive a paid substitute day equal to the reduction in the number of holidays. Such paid substitute day(s) shall be used by the end of the appropriate fiscal year or will be forfeited. With exception for emergencies, all employees, as defined below, will be granted the day off based on their normal hours of work with regular hourly pay.

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 or compensatory time used. If for any reason the Employer requires an employee to work on any holiday, the employee will be paid at their straight-time rate for all hours actually worked and will receive a mutually agreed substitute day off for which the covered member will receive pay or compensatory time at their usual daily rate of compensation. If a holiday falls within an employee's scheduled vacation, such employee, shall be granted a substitute day of vacation.

ARTICLE 14 VACATIONS

Section 14.1 Vacation Leave

All full-time employees covered by this Agreement shall be entitled to vacation as follows, subject to the eligibility requirements in Section 14.2 of this Article.

Section 14.2 Vacation Eligibility

No newly hired employee shall be entitled to any vacation, or pay therefore, until the covered member has been on the payroll for a continuous period of at least six (6) 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 14.3 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. No more than ten (10) days of unused vacation time may be carried over into the following fiscal year.

Section 14.4 Vacation Requests

In order to assure the orderly performance and continuity of those services provided by the employees and the Probation Department, each employee wishing to schedule a vacation should request such vacation leave as far in advance as reasonably possible. In order to better assure that their vacations may be scheduled when they want them, employees should, as set forth in Section 14.5, actually request their vacations as many months in advance as possible. Requests for vacation shall be granted upon approval of the appropriate Department Administrator; in accordance with Section 14.5 of this Article.

Section 14.5 Scheduling Vacations

Vacations will be scheduled, insofar as possible and practical, at those times requested by each employee. However, because of the nature of the work and the requirement that the orderly performance and continuity of service be maintained, it may be necessary to limit the number or prohibit any employees from taking vacations during a particular period or at the same time. Each employee may submit a list of vacation choices by the last business day of November each year, but no earlier than November 15 to request a vacation period in the following fiscal year. The lists will be processed giving preference based upon the Seniority List attached to this Agreement. In awarding vacation, subject to the other conditions stated in this Article, the Employer will award an employee the available vacation choice that is highest on the employee's list of priorities. Before awarding further vacation choices to that employee, the Employer will award vacation to junior employees, awarding to each junior employee the available vacation choice that is highest on that employee's list of priorities. It is the responsibility of the employee to insure that the employee's prioritized list is received and processed. Once vacations are awarded they may be traded if approved by the Director or appropriate designee.

Requests for vacation which are submitted during the actual fiscal year will be processed giving preference to the order in which the vacation requests are received, with those received first having first priority. In the event requests are received at the same time for the same vacation period, then time-in-classification will be the determining factor.

Section 14.6 Vacation Cancellation

In the case of an emergency as determined by the Chief Judge, the Director 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.

Section 14.7 Vacation Accrual

Vacation leave will accrue at the following rates:

After 6 months	40 hours
1 year	40 hours
2 years	80 hours
5 years	120 hours
10 years	160 hours
15 years	200 hours

ARTICLE 15 SICK LEAVE

Section 15.1 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 or as amended, or as provided by The Illinois Employee Sick Leave Act (Public Act 99-0841) or as amended. 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. 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 for absences due to the illness, injury, or medical appointments. Additionally, effective January 1, 2017, each calendar year forty-eight (48) hours of time may be utilized for absence related to medical needs of a mother-in-law, father-in-law, or step parent. To receive compensation while absent on sick leave, employees shall notify their supervisor by email prior to the beginning of the workday. When absences are for more than five (5) consecutive workdays, employees may be required to file a physician's certificate. Certification provided by a physician, physician's assistant, or nurse practitioner is acceptable as a physician's certificate. The employer will not enforce this section in an arbitrary, capricious, or an unreasonable manner.

All regular full-time bargaining unit employees are eligible to accumulate and use sick leave benefits following the first thirty (30) calendar days of employment 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.

The Department Administrator may require a doctor's excuse for sick leave claimed for a day immediately preceding or following a holiday or a weekend including a Friday or Monday holiday.

Employees shall start to earn sick leave from their date of hire and 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 (0.5) of any accumulated sick leave when they are permanently separated from employment as a result of retirement or death. In the event of death, payment is to be made to the estate of the employee or their heirs.

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, employees shall be paid two (2) days for each year of service, not to exceed their accumulated sick leave balance. 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 (1) additional paid personal day during the following annual fiscal year.

Section 15.2 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 Workers' 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/workday 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 Workers' Compensation benefits for other County employees, the Employer will give members of this bargaining unit the same benefits.

Section 15.3 Convalescent Duty Policy

The employer agrees to provide convalescent duty for employees covered under this agreement in accordance with the Convalescent Duty Policy issued in June 2011 and applicable law. If for any reason the convalescent duty policy needs to be modified, the employer agrees to meet and discuss the changes with the union prior to implementation. Where benefit levels or reductions of the current policy are to be significantly diminished or reduced, the union may demand to bargain such changes before implementation.

ARTICLE 16 LEAVE OF ABSENCE

Section 16.1 Eligibility Requirements

Employees shall be first eligible for leaves of absence after they have completed six (6) 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 leaves of absence may be granted, except those per an applicable act, regulation, or law.

Section 16.2 Application for Leave Without Pay-Non-FMLA

Any request for a leave of absence shall be submitted, in writing, by employees to the Assistant Director. 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. An employee on unpaid leave shall not accumulate any seniority or benefit time. Any request for a leave of absence shall be answered promptly:

- A request for a short leave of absence (defined as a leave not exceeding a month) shall be answered in writing within seven (7) calendar days.
- A request for a leave of absence exceeding one (1) month shall be answered in writing within ten (10) calendar days.

Section 16.3 Bereavement Leave

(A) 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 the above listed relatives of one's spouse or domestic partner or someone with whom the employee has legal guardian relationship or a related member in an employee's household and all such relatives of one's spouse.

(B) 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.

(C) An additional two (2) bereavement leave days with pay shall be granted when an employee travels more than two-hundred (200) miles, due to a death in the immediate family as listed in section (a) above.

Notwithstanding the above, no employee shall receive more than a total of five (5) days or no greater than forty (40) hours of bereavement leave by operation of paragraphs A, B, and C.

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 time 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, vacation or compensatory leave for the bereavement of those other than those members of the immediate family.

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

Section 16.4 Family and Medical Leave

The Employer shall comply with the provisions of the Family and Medical Leave Act. 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 leave period shall be a rolling year period. The use of benefit time is at the option of the employee.

Section 16.5 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 16.6 Personal Leave Days

An employee may take three (3) paid personal days leave each year, after one (1) years' service, subject to the approval of the Chief Judge or the Judge's designee. After one (1) year of

service, each employee shall be eligible for three (3) days of paid personal leave, to be used for the employee's personal business, during that fiscal year. Paid Personal leave may be used for any purpose. The requested paid personal business day shall be granted, unless an emergency of an extreme nature would cause the cancellation of such day off. The employee shall suffer no loss of pay for such leave. Paid personal leave shall not accrue from year to year, except that paid 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 16.7 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 a day worked.

Section 16.8 Military Leave

The Employer shall comply with the requirements of all current state, Executive Orders, and federal statutes as may be amended regarding military leave, compensation, benefits and reinstatement.

Section 16.9 Probationary Employees

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

Section 16.10 National Guard and Reserve Training

Regular employees required to report for the purpose of annual training or in a reserve capacity to the National Guard shall provide to the Employer documentation of such orders or required presence for said purpose. The Employer agrees to reimburse so affected employees an amount equal to the difference between regular earnings of that employee and any amount received for up to ten (10) working days each year for such time spent in such service paid by the appropriate Federal Authority. Employees will not lose any benefit credit or paid benefit time during this service.

ARTICLE 17 INSURANCE

Section 17.1 Group Insurance

The Employer shall continue to provide a group insurance program as provided by the County for all County employees under the Office of the Chief Judge, 12th Judicial Circuit, including bargaining unit members.

Section 17.2 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, 12th Judicial Circuit, including bargaining unit members.

Section 17.3 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 17.4 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 17.5 Unpaid Leave Status Employees

Employees on any unpaid leave of absence approved by the Employer, that exceed three (3) months, 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 17.6 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, and receiving, Social Security Medicare 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 eight (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.

If the Employer enhances the retirement benefits for other County employees in IMRF, the Employer will give members of this bargaining unit the same benefits.

Section 17.7 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 18 MILEAGE AND PARKING

Section 18.1 Mileage

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

Section 18.2 Parking

Employer will provide parking to bargaining unit members.

ARTICLE 19 PENSIONS

Section 19.1 Pension Coverage

During the term of this Agreement, covered employees and the Employer, 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 be amended hereafter.

ARTICLE 20 DISCIPLINE

Section 20.1 Termination and Disciplinary Action

The Employer shall not discipline any employee except for Just Cause. The Employer agrees to apply the principles of progressive discipline. Notwithstanding the above, discipline for Just Cause does allow for discipline beyond oral warning, up to and including discharge, depending upon the facts, circumstances, and nature of an offense, whether or not the employee has been previously disciplined. For discipline other than oral reprimands, before final notification to the employee of the contemplated measure of discipline to be imposed, the Employer will inform the employee, and the Labor Council, involved of the reason and documented support for such contemplated disciplinary action. Employees shall have the right to Labor Council representation if so requested by the employee. The employee and the Labor Council representative shall be given the opportunity to rebut or clarify the stated reasons for such discipline. In appropriate circumstances reasonable extensions of time for rebuttal purposes will be allowed when requested. Both the Labor Council and the employee shall be notified of disciplinary action. Such notification shall be in writing and reflect the specific nature of the offense and directions to the employee for future behavior.

Disciplinary action or measure may include the following:

- (a) Oral warning - documented
- (b) Written Reprimand
- (c) Suspension
- (d) Discharge

For the purpose of progressive discipline and as a basis for evidentiary purposes through the hearing process and the development of Just Cause, matters of record pertaining to an oral reprimand shall be without merit eight (8) months beyond the date of occurrence, as long as there is no recurrence of a like offense. Records of a written warning shall be limited to a sixteen (16) month period subject to the aforementioned standard.

ARTICLE 21 GRIEVANCE PROCEDURE

Section 21.1 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, meaning, or past practices of particular Articles/Sections of this Agreement, and about alleged violations of this Agreement, including discipline.

Section 21.2 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 may first raise the matter with their immediate supervisor.

Section 21.3 Grievance Procedure

Step 1 Grievances shall be processed in the following manner:

- 1) The grievance shall be presented on the form provided by the Union or on another mutually agreed upon form, to the Department Assistant Director, by the employee or the Union within fifteen (15) working days of when the employee becomes aware of the occurrence, or should have become aware.
- 2) The grievance 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) After submitting the grievance to the Department Assistant Director, the Department Assistant Director shall give their response in writing to the Union and the employee within ten (10) working days.

Step 2 If the response is unsatisfactory to the Union, or no written response is provided, the Union shall have the right to appeal to the Department Director. Such appeal must be made within fifteen (15) working days from the receipt of the Assistant Director's written response.

The Probation Director shall give a written response to the appropriate Union Steward, the FOP Labor Council, and to the employee within ten (10) working days after the grievance has been presented.

Step 3 If the written response is unsatisfactory to the Union or grievant, the Union shall have the right to appeal to the Chief Judge. Such appeal must be made within five (5) working days from the date of the Probation Director's response or the date the written response was to be provided. The Chief Judge and/or designated representative within ten (10) working days from the written response may hold a meeting to discuss the grievance. In the event a meeting is to be held, the Union representative may meet with the grieving employee. The Chief Steward shall be allowed reasonable work time to investigate the nature of the grievance and to discuss with the Chief Judge and/or designated representative. If a meeting is held, the Chief Judge and/or a designated representative shall have ten (10) working days in which to file a response, in writing, to the FOP Labor Council representative and employee.

Step 4 Within thirty (30) days of receipt of the Chief Judge's written response, by means of written notification to the Judge, only the FOP Labor Council may appeal the grievance to arbitration. If the parties are unable to agree to an arbitrator, a request shall be made to the Federal Mediation and Conciliation Service to provide a panel of seven (7) arbitrators. Either party may reject an entire panel of arbitrators one time. A coin flip will determine who strikes first. The person whose name remains shall be the arbitrator and duly notified of said selection. Costs of the arbitrator shall be shared equally by the Employer and the Union. The arbitrator may interpret the Agreement but shall have no right to ignore, add to, take from, or modify any

of the provisions of this Agreement. The award is binding on all parties of the Labor Agreement.

Section 21.4 Time Limitations for Grievance Procedure

If the grievance is not timely filed or if no appeal is taken within the time limit, the employee, employees, and/or the Union shall be deemed to have accepted the action or decision. Conversely, if a response in writing is not made within the prescribed time limit, or extended by mutual written agreement, it may be advanced to the next step by the Union or by the covered member by written appeal within the proper time limit after the written response is due. Time limits may be extended by written agreement, per the attached Agreement to Extend Time Limits.

Section 21.5 Grievance Form

The Employer and the Union shall agree on a grievance form or another mutually agreed upon form, which shall be used in filing a grievance.

ARTICLE 22 NO STRIKE - NO LOCKOUT

Section 22.1 Strike Prohibited

No employee 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 22.2 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 22.3 Union Liability

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 on Union bulletin boards advising that it disapproves of such action and instructing employees to return to work immediately.

Section 22.4 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 engaged in actions prohibited in Section 22.1.

Section 22.5 No Lockout

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

Section 22.6 Employer's Judicial Remedies

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

ARTICLE 23 REPLACEMENT ALLOWANCE

An employee's eyeglasses, watch, clothing, or any other personal property carried by an on-duty employee, which is required for the performance for the employee's duties and 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, attached hereto, describing how the property was damaged, and been furnished with documentation that the repair or replacement has been paid in full.

ARTICLE 24 ENTIRE AGREEMENT – SAVINGS CLAUSE

Section 24.1 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.

Section 24.2 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 written request of either party, the parties shall meet promptly and negotiate with

APPENDIX

DUES AUTHORIZATION FORM

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

I, _____ (insert your name), understand that, under the U.S. Constitution, I have a right not to belong to a union. By my signature, I hereby waive this right and opt to join the IL FOP Labor Council.

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

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal E-mail: _____

Employment Start Date: _____
Title: _____

Employer, please remit all dues deductions to:
Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704
(217) 698-9433

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

Juvenile Division

River Valley Justice Center
3206 W. McDonough Street
Joliet, Illinois 60431
Phone (815) 730-7120
Fax (815) 730-7150

Linda T. Cardoso
Juvenile Probation
Assistant Director

Shannon D. McCormick
Juvenile Detention
Superintendent

WILL COUNTY COURT SERVICES DEPARTMENT

CHRISTOPHER I. WATKINS
DIRECTOR
(815) 727-8446



Adult Division

Court Annex Building
57 N. Ottawa Street, 3rd Floor
Joliet, Illinois 60432
Phone (815) 727-8446
Fax (815) 727-9326

Renee M. Osypka
Adult Probation
Assistant Director

INCIDENT REPORT FORM

DIVISION: _____

DEMOGRAPHICS:

A. Date of incident: _____

B. Time of Incident: _____

C. Related Offender (if applicable) _____ ID#: _____

D. Persons Involved in, or Witness to the Incident:

1. _____ 2. _____

3. _____ 4. _____

5. _____ 6. _____

7. _____ 8. _____

9. _____ 10. _____

E. Location of the Incident: _____

AGREEMENT TO EXTEND TIME LIMITS

The Chief Judge of the Twelfth Judicial Circuit (hereinafter also referred to as the (“Employer”), by its authorized representative, and the Illinois Fraternal Order of Police Labor Council (hereinafter also referred to as the (“Union” or “Labor Council”), by its authorized representative, do hereby agree to extend the time limits for further processing the grievance commonly referred to as the _____ grievance. This grievance is currently at Step____ of the grievance procedure. It shall be frozen at that step to allow the parties further opportunity to investigate the dispute until either party delivers to the other a written notice demanding that the grievance processing resume. Neither party waives its position or rights with regard to this grievance by making this agreement to extend the time limits. For use in that connection, it is hereby agreed that the ten (10) workdays for holding the meeting is hereby extended to and including _____.

FOR THE EMPLOYER

DATE

FOR THE LABOR COUNCIL

DATE



GRIEVANCE

(use additional sheets where necessary)

Date Filed: _____

Department: _____

Grievant's Name: _____

Last

First

M.I.

STEP ONE

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

Article(s)/Sections(s) violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

CHIEF JUDGE'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

**STEP FOUR -
REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

Person to Whom Referral Given

Date

FOP Labor Council Representative

SENIORITY LIST



The below lists by seniority the most senior covered member to the least senior covered member as denoted in Article 7 Seniority: Section 7.1 Seniority and Article 14 Vacations: Section 14.5 Scheduling Vacations. Newly hired or promoted individuals will be placed at the bottom of this list.

Eric Larson
John O'Neill
Robert Hesch
Susan Chirico
Steve Peregoy
Angela Young
Clinton Underhile
Joseph Palumbo
Cristina Alvarez

COMPREHENSIVE GROUP HEALTH PLAN

Medical Benefits At-a-Glance Summary

	HDHP-HSA Medical Plan		PPO Plan		HMO Plan
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network Only
HSA Employer Contribution					
Individual	\$1,350		Not available		Not available
Family	\$2,700		Not available		Not available
Annual Deductible					
Individual	\$1,000**		Salary < \$98,000 \$300	Salary > \$98,000 \$500	None
Family	\$3,000**		\$700	\$1,000	None
Out-of-Pocket – Includes Deductibles, Copays, and Coinsurance					
Maximum*					
Individual	\$3,000	\$5,625	\$2,000	\$5,625	\$2,000
Family	\$6,000	\$11,250	\$4,000	\$11,250	\$4,000
Ultimate Maximum			Unlimited		
Co-insurance**					
	85%	60%	85%	60%	100%
Physician Care Office Visits					
PCP Copay / Coinsurance	80%	60%	80%	60%	\$70 copay
Specialist Copay / Coinsurance	85%	60%	85%	60%	\$30 copay
Preventive Care***	100% covered	Not covered	100% covered	Not covered	100% covered
Hospital Services					
In-patient Hospital†	85%	60%	85%	\$400 per admission (limit 2 per year) then 60%	\$125 copay per day for the first 2 days per Plan Year, then 100%
Out-patient Hospital	80%	60%	80%	60%	\$20 copay, then 100%
Emergency Services					
Hospital Emergency Room	\$150 copay, then 85%	\$150 copay, then 60%	\$150 copay, then 85%	\$150 copay, then 60%	\$150 copay, then 100%
Urgent Care	85%	60%	80%	60%	100%
Prescription Drugs					
Retail (30-day supply)					
Generic	Subject to deductible, then 85%	Subject to deductible, then 75% coinsurance plus copay	\$10 copay	25% coinsurance plus copay	\$10 copay*
Brand Formulary			\$25 copay		\$25 copay*
Brand Non-Formulary			\$45 copay		\$45 copay*
Mail Order (90-day supply)					
Generic	Subject to deductible, then 80%	Not available	\$70 copay	Not available	\$70 copay
Brand Formulary			\$80 copay		\$80 copay
Brand Non-Formulary			\$90 copay		\$90 copay
Coverage Tiers					
Employee Only	Bi-Weekly Per-Paycheck Pre-Tax Deductions See your rate sheet for details				
Employee + Spouse					
Employee + Child(ren)					
Family					

NOTE: If both spouses work for the County, the one with the largest combined income must cover the family.

* Includes annual deductible, coinsurance, and copay.

** Subject to deductible.

*** Preventive care services (e.g., annual physical, immunizations, and women's exam) administered not subject to deductible.

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

† \$100 with penalty for failure to pre-authorize hospital admission with and PPO medical plan.

** Subject to annual IRS indexing adjustments.



County of Will

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

GROUP - 1

	BCBSIL - PPO				BLUE ADVANTAGE - HMO			
	1	2	3	4	1	2	3	4
	Salary Bands				Salary Bands			
	< \$32,500	\$32,501 - \$53,000	\$53,001 - \$78,500	> \$78,500	< \$32,500	\$32,501 - \$53,000	\$53,001 - \$78,500	> \$78,500
	Bi-Weekly Effective January 1, 2023 - Actual				Bi-Weekly Effective January 1, 2023 - Actual			
2023 - Employee Bi-Weekly Pre-Tax Payroll Contributions	\$32.39	\$51.50	\$72.10	\$96.52	\$27.20	\$43.24	\$60.54	\$72.65
Employee Only	\$71.35	\$113.45	\$158.83	\$190.60	\$59.91	\$95.26	\$133.37	\$160.04
Employee + Spouse	\$58.20	\$92.54	\$129.56	\$155.47	\$48.87	\$77.71	\$108.79	\$130.55
Employee + Child(ren)	\$97.17	\$154.49	\$216.29	\$259.55	\$81.59	\$129.73	\$181.62	\$217.94
Employee + Family	7.3%	11.5%	16.1%	19.4%	7.0%	11.1%	15.5%	18.6%
EE Contributions as a Percent of Projected 2023 Plan Costs	16.0%				16.0%			
Applicable Percentage EE Contribution By Plan Projected Costs	16.0%				16.0%			

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

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

***HSA GROUP - 1**

The County will "seed" the following amounts into an employee's HSA account at HSA Bank annually to help offset the deductible(s) and out of pocket maximum(s):

Employee Only	\$1,350	County contributions to employee's HSA accounts will be made quarterly in equal installments. Start Plan Year every year.
Employee + SP	\$2,700	
Employee + CH	\$2,700	
Family	\$2,700	



GROUP - 1

	January 1, 2023			
	1	2	3	4
	DENTAL			
	<i>Salary Bands</i>			
	< \$32,500	\$32,501 - \$53,000	\$53,001 - \$78,500	> \$78,500
Bi-Weekly EM, January 1, 2023 Actual %				
2023 Employee Bi-Weekly Pre-Tax Contributions				
Employee Only	\$0.86	\$1.48	\$2.65	\$2.72
Employee + Spouse	\$1.89	\$3.24	\$5.82	\$5.99
Employee + Child(ren)	\$1.54	\$2.64	\$4.75	\$4.88
Employee + Family	\$2.58	\$4.41	\$7.93	\$8.15
EE Contributions as a Percent of Projected 2023 Plan Costs	6.0%	10.8%	18.5%	19.0%
Applicable Percentage EE Contributions By Plan Projected Costs			15.0%	

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

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

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

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

* A Health Savings Account (HSA) will be opened up in your name at HSA Bank in conjunction with your election to participate in an IRS-qualified High Deductible Health Plan (HDHP). The County will "use" (contribute) to your HSA in the amount identified above. You may also contribute to your HSA on a pre-tax basis through payroll deductions up to a TOTAL combined annual IRS limit of \$3,850 for single coverage and \$7,350 for family coverage (certain restrictions apply for short plan years). If you are age 55 or older, you may also contribute an additional \$1,000 pre-tax as a catch-up provision. You can start, change or stop your additional pre-tax payroll contributions by visiting willcountybenefitsnow.com. Please consult your tax or financial advisor.



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