

# ILLINOIS FOP LABOR COUNCIL

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and

KANKAKEE COUNTY  
ETSB

Telecommunicators & Shift Lead

December 1, 2023 – November 30, 2027

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## PREAMBLE

This Agreement is entered into by the Kankakee County Emergency Telephone Systems Board (ETSB), a body politic and herein after referred to as the "Employer", and the Illinois Fraternal Order of Police Labor Council, on behalf and with the Kankakee Joint Telecommunicators, herein after referred to as the Union. The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' wages, hours and working conditions. In consideration of mutual promises, covenants and agreements herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

## ARTICLE 1 RECOGNITION

In accordance with the Illinois Public Relations Act ("IPLRA"), and Illinois Labor Relations Board case number S-RC-03-003 dated November 26, 2002, the Employer hereby recognizes the Illinois Fraternal Order of Police Labor Council as the sole and exclusive collective bargaining representative for all telecommunicators and Shift Lead, employed by Kankakee County ETSB (formerly employed by both the City of Kankakee, the Kankakee County Sheriff's Department and Bradley), excluding all other employees, which include Directors and part-time employees; supervisors, managerial, professional, short-term and confidential employees with the meaning of the Act; and all other persons excluded from coverage under the Act. The Emergency Telephone Systems Board will, for the purposes of this agreement, be referred to as the Employer or ETSB.

## ARTICLE 2 DUES DEDUCTION

### A. Dues Checkoff

While this Agreement is in effect, the Employer will deduct from each employee's paycheck once each pay period the regular monthly Union dues for each employee in the bargaining unit who has filed with the Employer a voluntary, effective checkoff authorization in the form set forth in this Agreement. The Employer will transmit dues to the Union no later than the 10<sup>th</sup> of each month. If a conflict exists between that form and this Article, the terms of this Article and Agreement control. The actual dues amount deducted as determined by the Union shall be uniform for each employee in order to ease the Employer's burden of administering this provision.

If the employee has no earnings due for that period, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this due's deduction provision. The Union may change the fixed uniform dollar amount, which will be considered the regular monthly fees once each year during the life of this Agreement. The Union will give the Employer thirty (30) days' notice of any such change in the amount of uniform dues to be deducted.

### B. Union Indemnification

The Union shall indemnify, defend and save the Employer harmless against any and all claims, demand, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Employer in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

## ARTICLE 3 LOCAL REPRESENTATIVE RIGHTS

A. Activity During Work Hours

Employees shall, after giving appropriate notice to the Employer, be allowed reasonable time off with pay, up to a maximum of two (2) employees, and subject to interruption for duty assignments during working hours, to attend grievance hearings or grievance meetings with the Employer, if by virtue of their position with the Council, their attendance is necessary. Meetings shall be scheduled so as to permit the employee to be represented by a Labor Council representative and two (2) off-duty telecommunicators.

B. Union Business Leave

Telecommunicators who are selected, delegated, or appointed by the Union to conduct negotiations shall be allowed to attend negotiating sessions while on duty, and be paid for all negotiating sessions, provided however that time spent negotiating after their regular shift from which they were relieved to negotiate shall not be compensated by the Employer.

C. Equal Employment Opportunity

The Employer shall continue to provide equal employment opportunity for all employees, and develop and apply equal employment practices.

- 1) Both the employer and the Union agree not to illegally discriminate against any employee on the basis of race—age, sex, creed, religion, color, marital or parental status, national origin, physical handicap, or sexual orientation. Violation of this Article shall not be subject to the parties' grievance process but may be subject to courts and other legal means.
- 2) Neither the employer or the Union shall interfere with the right of employees covered by this agreement to become or not become members of the Union, and there shall be no discrimination

against any such employees because of lawful Union membership or non-membership activity or status.

**D. New Classifications**

When a new position classification is created, the work of which falls within the scope of the bargaining unit, the Employer agrees to jointly petition the Illinois State Labor Relations Board, with the Union, to seek necessary clarifications. If the inclusion of a new position classification is agreed to by the parties or found to be appropriate by the Labor Board, the parties shall negotiate the proper pay scale 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 to the arbitration of the grievance procedure.

The arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

- a) the job content and responsibilities attached thereto in the comparison with the job content and responsibilities of other position classifications in the Employer's work force.
- b) Like positions with similar job content and responsibilities with the labor market generally
- c) Significant differences in working conditions to comparable position classifications.

The pay grade originally assigned by the Employer shall remain in effect pending the arbitrator's decision. If the decision of the arbitrator is to increase the pay grade of the new position classification, such rate change shall be applied retroactive to the date of its installation. Upon installation of the new position classification the filling of such position classification shall be in accordance with the posting and bidding procedures of this Agreement.

## ARTICLE 4 MANAGEMENT RIGHTS

Subject to the limitations of this Agreement and applicable law, the Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, the following:

1. To determine the organization and operations of KanComm.
2. To determine the methods, means, location and personnel by which the operations are to be conducted, including the right to determine whether the goods or services are to be made, provided or purchased.
3. To set standards for the services to be offered to the public.
4. To direct employees, including the right to assign work and overtime.
5. To hire, examine, classify, select, promote, train, transfer, assign and schedule employees.
6. To create, combine, modify or abolish positions or classifications.
7. To reprimand, suspend, demote, discharge employees for just cause (probationary employees without just cause).
8. To increase or reduce the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds.
9. To schedule employees to maintain the efficiency of operations.
10. To promulgate, amend and enforce reasonable policies, procedures, rules and regulations.
11. To add, delete or alter methods of operation, equipment or facilities.

12. To establish, implement and maintain an effective internal control program.
13. To take whatever action is necessary to carry out the operations and functions of KanComm in situations of emergency.

Inherent managerial functions, prerogative and policy making rights and the impact thereof, whether listed above or not, which are not restricted by a specific provision of the Agreement, are not subject to the grievance and arbitration procedures contained herein.

## ARTICLE 5 NO STRIKE/NO LOCKOUT

### A. No Strike

The Union, its officers and agents agree not to call, have or participate in, any strikes, lockout, work slowdown, sit-down, or concerted stoppage or work. Any or all employees who violate any of the provisions of the Article may be disciplined by the Employer. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

### B. No Lockout

The Employer will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

### C. Penalty

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section A above is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is neither a waiver of such right in any other instance nor a precedent.

D. Judicial Relief

Nothing contained herein shall preclude the Employer or the Union from obtaining judicial relief in the event the other party violates the Article.

ARTICLE 6  
LABOR COUNCIL RIGHTS

The Employer agrees that Labor Council representatives shall have reasonable access to the premises of the Employer during working hours with advance notice to the Deputy Director. Such visitation shall be for the reasons of administration of this Agreement and other reasonable Union business. The Council agrees that such activity shall not interfere with the normal work duties of the telecommunicators. The Employer reserves the right to designate the time and meeting place of such meetings.

ARTICLE 7  
GRIEVANCE PROCEDURE

A. Definition

A grievance is defined as any unresolved difference between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

B. Procedure

Step 1: Any employee and/or steward or the Union that has a grievance shall submit the grievance in writing to the Deputy Director, and the Union specifically indicating that the matter is a grievance under this Agreement. No steward may present a grievance without evidence of the consent and cooperation of an individual employee. The grievance shall contain a statement of the facts, the provision or provisions of this Agreement, which are alleged to have been violated, and the remedy requested. All grievances

must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The Deputy Director shall render a written response to the grievant within ten (10) business days after the grievance is presented. Any grievance filings, advancements, settlements and/or responses, may be sent via email.

Step 2: If the grievance is not settled at Step I and the employee or the Union, if a Union grievance, wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be submitted in writing designated as a "grievance" to the Director or their designee within ten (10) business days of the answer at Step I. The Director shall investigate the grievance and, in the course of such investigation, shall discuss the grievance within five (5) business days with the grievant and/or an authorized Union representative, if a meeting is requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Director or her designee shall provide a written answer to the grievant or to the Union within ten (10) business days. At the option of the Union, Step 2 may be omitted if the Director notifies the Union that the Employer's designee at Step 2 is the Deputy Director.

Step 3: If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the ETSB within ten (10) business days after receipt of the Employer's Step 2 answer or ten (10) business days from the time the answer was due in Step 2. Thereafter, the ETSB or the ETSB's designee shall meet with the grievant, and the Union, if desired by the Union, within five (5) business days of receipt of the Union's appeal. If no agreement is reached, the ETSB or the ETSB's designee shall submit a written answer to the Union within ten (10) business days following the meeting.

### C. Arbitration

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within fifteen (15) business days of receipt of the Employer's written answer, as provided to the Union at Step 3.

1. The parties shall attempt to agree upon an arbitrator within ten (10) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within the said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators. From this panel of seven names the parties shall alternately strike names until only one name remains. The party striking the first name shall be determined by a coin toss.
2. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Employer representatives.
3. The Employer and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Employer and the Union retain the right to employ legal counsel.
4. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
5. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
6. The fees and expenses of the arbitrator, if any, shall be divided equally between the Employer and the Union; provided, however, that each Party shall be responsible for compensating its own representatives and witnesses. If both parties order a transcript, the cost will be divided equally. If only one party orders a transcript, that party will bear the full cost.

**D. Limitations on Authority of Arbitrator**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 2. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws or rules and regulations of administrative bodies that have the force and effect of law. Any decision or award of the arbitrator rendered within the limitations of Section C shall be final and binding upon the Employer, the Union and the employees covered by this Agreement.

**E. Time Limit for Filing**

If a grievance is not presented by the employee or the Union within the time limits set forth; it shall be considered "waived" and may not be further pursued. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the grievant or the Labor Council may immediately appeal the grievance to the next step.

**F. Dismissal of a Grievance**

No grievance shall be dismissed by the Employer due to minor technicalities such as incorrect dates, times, addresses or signatures, provided, however, that this provision shall not be construed so as to relieve any party from the time requirements contained herein.

**ARTICLE 8 SENIORITY**

**A.** For the purposes of this agreement seniority will apply to the full-time bargaining unit employees. Seniority shall date from the date of the beginning of the operation of KanComm (12/01/02) for all issues of job classification or promotion. Thereafter seniority shall date from the date of hire of each employee by the City of Kankakee, Kankakee County, or the Village of Bradley respectively and may be updated at either party's request.

When multiple employees are hired at the same time, seniority will be determined by the released from training date.

- B. New employees will serve a probationary period of one (1) year. Any probationary employee may be discharged during the probationary period without a showing of just cause. A copy of the discharge notice will be sent to the Union.
- C. An employee's continuous service and the employer/employee relationship (employment relationship) shall be terminated when any of the following events occur:
  - 1. The employee resigns or quits;
  - 2. The non-probationary employee is discharged for just cause;
  - 3. The employee retires;
  - 4. The employee is laid off more than two (2) years;
  - 5. For an employee being laid off for less than two (2) years, the employee fails to report for work or fails to make arrangements for reporting to work within ten (10) calendar days after mailing by certified mail a notification of recall to the employee's last known address as shown on the Employer's personnel records. A copy of recall notification shall be sent to the Union. If the Union, within ten (10) business days of the mailing date, provides the Employer with a corrected address, the Employer will send a second recall notice, and an additional ten (10) days' notice shall be allowed;
  - 6. Does not report for work after the termination of an authorized leave of absence;
  - 7. In the event an employee abandons his or her job it shall be deemed that the employee quit. Abandonment shall mean a failure to notify the Employer after three (3) consecutive days of unexcused absences from duty, unless it can later be shown that the employee was physically unable to make such notification in a timely manner. Time off as allowed under this Agreement for vacation, sick time, funeral leave,

jury duty, personal days or any other time off specified herein shall not be included in the computation of consecutive days of unexcused absences.

- D. A seniority list shall be established and updated on January 1 of each year. This list shall be posted in the Communications Center for a period of not less than thirty (30) days commencing January 1 of each year. Any objections to such list shall be reported to the Deputy Director within ten (10) days of the date of posting or the list shall stand approved as posted. Errors to the seniority list shall be corrected.
- E. Provided the employee is qualified for the position, seniority will apply for promotions within the bargaining unit, and new bargaining unit jobs.
- F. Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence, or while maintaining continuous employment in an exempt (non-bargaining unit) position within the Employer. At the same time, employees shall not lose accrued seniority either while on such leave or while assigned to and exempt position outside of the bargaining unit.
- G. Requirements for Lateral Entry:
  - 1. Have worked within the previous six months and left in good standing or is currently working as a Public Safety Telecommunicator.
  - 2. Must have five or more years' experience working as a Public Safety Telecommunicator.
  - 3. Current certifications including APCO, PST, and EMD or able to obtain within 120 days.
  - 4. Will be placed on the step equal to 75% of their experience up to ten years for pay and benefits after completing a training program and being released from training.

5. KanComm seniority date is the employee's start date at KanComm and the employee is probationary for one year.
  - a. In the event multiple lateral employees are hired on the same date, seniority will be established by the release of the training date.

## ARTICLE 9 DISCIPLINE

The Employer agrees with the tenets of progressive and corrective discipline and shall not discipline, discharge or suspend any non-probationary employee without just cause. Any warning notice shall not remain in effect for more than twelve (12) months from the date of issuance provided that no additional infractions of a similar nature have occurred within the said twelve (12) month period. The Employer may maintain records of all warnings issued for a period of twelve (12) months from the date of the last infraction if more than one warning for similar infractions is issued within twelve (12) months.

Should it become necessary to discipline a telecommunicator, it shall be done in a manner so as not to embarrass the telecommunicator before other telecommunicators, City or County employees, or the public.

Discipline cases or charges shall be filed and delivered to the employee within fourteen (14) calendar days of the date the Employer is made aware of the incident giving rise to the discipline. For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall notify the local Union of the meeting and then shall meet with the employee involved and inform the employee of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The employee shall be informed of his/her contract rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union representatives shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Union representative shall be available within twenty-four (24) hours of notification. If

the employee does not request Union representation, Union representatives shall nevertheless be entitled to be present as a nonactive participant at any and all such meetings.

All instances of tardiness will be documented and forwarded to the Deputy Director. More than three (3) unexcused instances of tardiness in a calendar year will be considered excessive. Tardiness is defined as arriving to work less than two hours late. The discipline for excessive tardiness will be based on the following:

4<sup>th</sup> tardy - verbal warning  
5<sup>th</sup> tardy - written warning  
6<sup>th</sup> tardy- 1-day suspension

If a telecommunicator is suspended without pay, the amount deducted from the telecommunicator's paycheck will be based on the forty (40) hour rate of base pay. Employees shall be compensated at their regular rate of pay for any time lost from wrongful suspension or discharge.

#### ARTICLE 10 IMPASSE RESOLUTION

The resolution procedure of any bargaining impasse shall be identical to that specified in Section 1 4 of the Illinois Public Labor Relations Act, as may be amended from time to time (5 ILCS 315/14), or as may otherwise be mutually agreed.

#### ARTICLE 11 LABOR MANAGEMENT MEETINGS

The ETSB agrees that in the interest of harmonious management and employee relations, it is desirable that quarterly meetings be held between local representatives (FOP Labor Council representatives as may be required) and responsible representatives of the ETSB. If the parties mutually agree that a quarterly meeting is not necessary, the meeting will not be held. In addition, the parties mutually agree that additional meetings may be held if necessary. Such

meetings may be requested by either party at least five (5) days in advance and must be accompanied by a written agenda. Such meetings shall be limited to:

1. a sharing of general information of interest to the parties;
2. notifying the Labor Council of changes in non-bargaining conditions of employment contemplated by the ETSB which may affect telecommunicators;
3. discussion of health and safety concerns regarding conditions in the communications center.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at labor/management conferences, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Attendance at labor/management conferences shall be voluntary on the telecommunicator's part. Telecommunicators attending such conferences shall be limited to two (2). The Employer will release from duty without loss of pay not more than one (1) telecommunicator for the purpose of attending labor/management conferences. The telecommunicator who is released shall be subject to calls for duty and emergency assignments as needed. No telecommunicator shall receive overtime compensation for attending such meetings while off duty.

## ARTICLE 12 LAYOFF/RECALL

### A. Layoff

The ETSB, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their fulltime continuous length of service. Except in an emergency, no layoff will occur without at least sixty (60) calendar days' written notification to the Union.

B. Recall

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. Employees who are eligible for recall shall be given ten (10) calendar days' notice as set forth in the Article of the Agreement dealing with seniority.

C. Procedure

Probationary employees shall be laid off first, then employees shall be laid off in inverse order of their seniority. Individual employees shall receive notice in writing of the layoff not less than sixty (60) days prior to the effective date of such layoff.

Employees shall be recalled from layoff within each particular job classification according to their seniority. No new employees at all shall be hired until all employees on layoff in that particular job classification desiring to return to work have been given the opportunity to return to work.

## ARTICLE 13 EMPLOYEE SECURITY

The employees shall be permitted to review their personnel and disciplinary files in accordance with the provisions of 820 ILCS 40/1 et seq. The Employer shall give employees immediate written notice when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file.

A. Limitation on Use of File Material

It is agreed that any material and/or matter not available for inspection, such as provided in the section above, shall not be used in any manner or any forum adverse to the employee's interests.

### B. Use of File Material

Any information of an adverse employment nature that may be contained in any unfounded, exonerated or otherwise not sustained file shall not be used against the employee in any future proceedings. Any record of oral or written reprimands based on behavior or misconduct which has not been repeated for the period of one year, shall not be considered in any subsequent disciplinary proceeding.

### C. Employee Bill of Rights

Bargaining unit employees shall have such rights as set forth in the United States Supreme Court decision in NLRB v. Weingarten, 420 U.S. 251 (1975) and Central Management Services and Corrections (Morgan) decision, I PERI 112020 (ISLRB, 1995)

In the event that the Employer finds it necessary to formally interrogate an employee under circumstances where the employee is threatened with a suspension of more than five (5) days or termination of employment, the Employer will conduct the formal interrogation in a reasonable manner and at a time and place consistent with the employee's assignment. The employee is entitled to be accompanied by a union representative as set out above at this formal interrogation. A tape recording of the formal interrogation shall be made, and a copy provided to the employee at no cost to the employee.

## ARTICLE 14 INDEMNIFICATION

### A. Employer Responsibility

The Employer shall be responsible for, hold telecommunicators harmless from, and pay for damages or moneys which may be adjudged, assessed or otherwise levied against any telecommunicator covered by this Agreement for actions in the telecommunicator's line of duty to the extent of insurance coverage.

B. Legal Representation

Telecommunicators shall have legal representation by the Employer in any civil cause of action brought against a telecommunicator resulting from or arising out of the performance of duties unless the conduct of the complaint is willful and wanton.

C. Cooperation

Telecommunicators shall be required to cooperate with the ETSB during the course of the investigation, administration or litigation of any claim arising under this Article.

D. Applicability

The ETSB will provide the protection set forth herein so long as the claim or demand against the telecommunicator is a result of the telecommunicator acting with the scope of his/her employment. These provisions shall not cover intentional acts of misconduct.

## ARTICLE 15 BULLETIN BOARDS

The ETSB will provide the Labor Council with designated space on an available bulletin board or provide a bulletin board on a reasonable basis where none is available. The Council may post notices on the bulletin board provided, however, that such notices will not be inflammatory in nature.

## ARTICLE 16 GENERAL PROVISIONS

A. Union Representatives from the Labor Council on behalf of any aggrieved party shall have the right to examine all record books of all persons to maintain fairness and equality in regard to sick time, overtime, comp time, vacation and personal days.

B. The Labor Council or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of persons covered under this Agreement if such is in dispute or any other reasonably necessary records of persons covered under this Agreement which pertain to a specific unresolved grievance. Such examination shall be at reasonable times and shall be subject to the consent of the employee whose records are to be examined.

C. The Employer shall make available to bargaining unit members a "cafeteria" or "125 benefits plan", at no cost to those who voluntarily choose to participate.

#### ARTICLE 17 DRUG AND ALCOHOL TESTING

It being the desire of the parties to protect the safety of the public and other employees, yet safeguard the right of individual employees, the parties agree that drug and alcohol testing shall be conducted, as follows:

1. The ETSB may order individual employees to submit to blood or urine tests to determine the presence of alcohol and/or drugs where the ETSB has cause to believe the individual employee is then under the influence of alcohol or controlled substances. Being seen at an establishment consuming alcohol within 4-hours of reporting for duty is cause for testing. The ETSB shall set forth in writing to the employee at the time the order to submit the testing is given, the basis for such cause, including all objective facts and reasonable subjective observations and conclusions drawn from these facts;
2. Employees ordered to submit to drug and alcohol tests shall promptly comply with the order within one (1) hour of the order, whether or not they believe that cause for the order exists. Refusal to submit to such tests may result in appropriate disciplinary action. Employees who submit to such tests shall not be deemed to have waived or otherwise

impaired their rights to grieve or otherwise contest any aspect of the testing as may be provided by law or this Agreement. The ETSB shall present each employee, prior to issuing the order to test, this Agreement and the policy of the ETSB concerning drug and alcohol abuse;

3. The ETSB agrees that its testing procedure for the presence of drugs or alcohol shall conform to the following:
  - (i) Use only a licensed clinical laboratory to test body fluids or materials for alcohol or drugs;
  - (ii) Establish a chain of custody procedures for both sample collecting and testing that will ensure the integrity of and identity of each sample and test result. No employee shall be permitted to become part of the chain of custody;
  - (iii) Collect a sufficient sample of the same body fluid or material to permit for an initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing if requested by the employee;
  - (iv) Collect all samples in such a manner as to preserve the individual employee's right to privacy, ensure a high degree of security for the sample and its freedom from adulteration. Proper testing may be conducted to prevent the submission of a false or adulterated sample;
  - (v) Confirm any sample that tests positive in the initial screening for alcohol or drugs by use of gas chromatography, with mass spectrometry or an equivalent scientifically accurate and accepted method that provides quantitative data about the detected alcohol or drug metabolites;
  - (vi) Provide the employee tested with an opportunity to have an additional portion of the sample tested by a license testing facility of his/her own choosing;

- (vii) Require that the clinical laboratory report to the ETSB positive results only in the case where both the initial and confirmatory test results are positive as to the same sample;
- (viii) Provide each employee tested with a report of the results of each drug or alcohol test that includes the types of tests conducted, the results of each test, the detection level used by the laboratory, and any other information provided to the ETSB by the laboratory;
- (ix) Ensure that all positive samples are maintained for a period of not less than 120 days to permit additional testing at the election of the employee.
- (x) For the purpose of determining whether or not the employee is under the influence of alcohol, test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. This shall not preclude the ETSB from attempting to show that lesser test results, i.e., below .04 demonstrate that the employee was under the influence of alcohol, but the ETSB shall bear the burden of proof in such cases. The ETSB shall also be permitted and the Employee shall be required to submit to a breathalyzer test administered by non-bargaining unit personnel, provided that such breathalyzer test shall be conducted by qualified personnel in an area which affords privacy.

4. The parties agree that there shall be no random, periodic or mass testing of employees for alcohol or drugs. Employees shall have the right to grieve the basis for the order to test, accuracy of the tests, the consequences of the test or any alleged violation of this Agreement. Should a grievance concerning such testing be sustained, the arbitrator shall have the authority to fashion an appropriate remedy, including but not limited to expungement of records, a prohibition against using information concerning the test or results thereof in any future

employment decision, and the posting of appropriate notices. It is understood that employee's legal rights that may exist outside this Agreement concerning drug and/or alcohol testing are not limited or in any manner abridged herein and they may pursue the same as provided by law, this Agreement notwithstanding. The ETSB agrees to indemnify and hold harmless the Union for and against any claims, demands or any liability that may arise, reasonable costs and attorney's fees included, as a result of any testing conducted by the ETSB.

5. Voluntary Requests for Assistance

The Employer shall take no adverse employment action against an employee who prior to any mandatory testing and for the first time voluntarily seeks treatment, counseling or other support for an alcohol or drug problem. The Employer may make available through its Employee Assistance Program a means by which the employee may seek referrals and treatment. All such requests shall be confidential, and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interests.

6. Discipline

All employees who voluntarily seek assistance with a drug and/or alcohol-related problem, shall not be subject to any disciplinary or other adverse employment action by the Employer.

The foregoing is conditioned upon:

- a) The employee agreeing to the appropriate treatment as determined by the physician(s) involved;
- b) The employee discontinues his or her abuse of the drug or abuse of alcohol;

- c) The employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- d) The employee agrees to submit to random testing during hours of work during the period of a 12 month "after-care".

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

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

#### ARTICLE 18 POST TRAUMA PARTICIPATION

Any telecommunicator(s) involved in a critical incident shall have made available to him/her the services of a critical incident debriefing specialist or team. The initial debriefing, conducted by the above shall be made available for any member of the Communications Center who has been involved in an incident where injuries occur (shooting, traumatic accident, severe injuries sustained in the line of duty, etc.) Any employee who requests further care may utilize the Employer's Employee Assistance Program, which shall be provided at no cost to the employee, provided the reason for the treatment is job-related.

The purpose of this debriefing is to allow the telecommunicator(s) the opportunity to express his/her feelings concerning the incident in a controlled, yet confidential environment. The debriefing is intended to assist the telecommunicator in combating the adverse psychological effects that may arise following any life-threatening or critical incident.

## ARTICLE 19 HOURS OF WORK

### A. Hours of Work

1. The normal workweek shall consist of a 40-hour week. The normal workday shall consist of eight and one-half (8-1/2) hours. Straight time shall be paid for the first 40 hours. Overtime will be paid at one and one-half times the hourly regular rate for any hours exceeding 40 hours worked.
2. There will be three (3) regular shifts

06:00 AM - 02:30 PM

02:00 PM - 10:30 PM

10:00 PM - 06:30 AM

Management reserves the right to schedule two (2) power shifts provided that the Employer employs at least twenty-six (26) employees covered by this Agreement.

10:00 AM - 06:30 PM

06:00 PM - 02:30 AM

3. Shift schedule will be four (4) days on and two (2) days off.
4. The Employer will make shift assignments in a fair manner based upon the employee's shift preference, manpower needs, and maintaining the reasonable needs of the ETSB. Seniority and prior denials of shift preferences shall be additional considerations.
5. Shift changes shall occur every six (6) months beginning December 1. Employees may trade shifts rotations provided such a change does not create an overtime liability to the employer. Such trades shall be agreed to in writing, with notice given to the Employer at least thirty (30) calendar days in advance of the shift rotation trade. Less than 30

calendar days shall be allowed for trading shift rotations provided that the above-provisions in this sub-section are complied with.

6. Shift rotation trades may be denied based on the need to distribute junior and senior dispatchers for the purpose of scheduling and functioning as Shift Lead. Shift rotations trades may be denied or periodically altered based on the need of qualified CTOs on a shift.
7. Where trades have taken place, the current shift assignment will become the point for which the next rotation occurs.
8. Employees may trade shifts on a one-day basis provided such a change does not create an overtime liability to the employer. Such trades shall be agreed to in writing or documented by the supervisor with notice given to the Employer at least two (2) hour notifications.

B. Breaks / Lunch Period

1. Every effort will be made to provide employees with regular breaks consisting of two fifteen (15) minute breaks and one thirty (30) minute lunch period. Employees shall remain on the premises for the thirty (30) minute lunch break and may be subject to recall. The fifteen (15) break periods shall be taken together at the end of the shift and the employee may leave the premises when relief has arrived and has appropriately taken over the employee's duties.
2. Breaks may not coincide with the lunch period.
3. No less than four (4) on shifts requiring 5 minimum employees or no less than five (5) on shifts requiring 6 minimum employees shall remain in the dispatch center during any lunch period or breaks.

ARTICLE 20 VACATION

A. Employees shall, on the anniversary of one (1) year of continuous service, and annually thereafter, receive forty (40) hours of vacation time with pay. Employees after two (2) years of continuous service shall receive eighty (80)

hours of vacation time annually, with pay. After seven (7) years continuous service, one hundred twenty (120) hours of vacation time will be received with pay. After twelve (12) years continuous service, one hundred sixty (160) hours of vacation time will be received with pay. After twenty (20) years of continuous service, two hundred (200) hours of vacation time will be received with pay. Seniority shall determine preference when choosing vacation time provided that no employee may have priority in scheduling vacation for more than eighty (80) hours per year. No more than two (2) employees per shift or seven (7) total may be off on pre-approved time.

- B. Any telecommunicator who is permanently separated from the Employer by resignation, death, retirement, or discharge shall be compensated in cash at the employee's then current regular rate of pay for any unused accumulation of vacation time and vacation credits earned from employee's anniversary date on a day-for-day basis.
- C. The selection of vacation times will be on the basis of seniority until March 1. The employee shall designate the vacation time taken by priority in the request with no less than 4 consecutive scheduled work days at a time for up to eighty hours. After that date, vacation time will be awarded on a first come first serve basis.
  - 1. Employees may take vacation one (1) day at a time or no less than 2 (two) hour increments provided the time is at the beginning or end of their shift and they give the Employer at least forty-eight (48) hours' notice; may be waived by management in case of an emergency.
  - 2. All requests for vacation will be submitted in writing to the management.
  - 3. Employees shall be eligible for overtime while on vacation and will be charged a vacation day. For overtime purposes, they will also be charged any hours of overtime offered while off on vacation time.

4. All requests for use of vacation time for the remainder of the current year must be made by November 1<sup>st</sup>.
5. Employees on vacation will not be mandated to return to work during the vacation.

D. Employees may carry over to the next calendar year not more than eighty (80) hours of earned vacation.

E. Employees may not cancel approved benefit time with less than forty-eight hours' notice. Once a benefit type is approved for a day off, the benefit type will not be changed. No benefit time will be submitted without a balance to cover the time off.

## ARTICLE 21 HOLIDAYS

### Section 1 . Holidays Recognized and Observed

The following days shall be recognized and observed as paid holidays:

New Year's Day	Labor Day
Martin L King's Birthday	Columbus Day
Lincoln's Birthday	Thanksgiving Day
Easter	Christmas Eve Day
Memorial Day	Christmas Day
Juneteenth	New Year's Eve Day
Independence Day	

New Year's Eve, New Year's Day, Easter, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day will be observed on the actual day of occurrence. All other holidays shall be the observed holiday.

## Section 2. Holiday Work

Upon full execution of this Agreement, Employees who work the scheduled day prior to and following a holiday or the pre-approved time off in conjunction with a holiday are entitled to receive Holiday Bonus.

Employees who work their regular shift on a holiday shall receive twelve (12) hours of holiday pay in addition to their regular pay, e.g., eight (8) hours of regular pay plus twelve (12) hours' time and one-half holiday pay for a total of twenty (20) hours of pay for each holiday worked.

Employees who do not work an observed holiday will receive eight (8) hours of regular pay in addition to having the holiday off.

Employees who agree to work on a holiday that falls on their regular day off shall receive triple time for all hours worked on the holiday.

Employees that trade shifts on a one-day basis that includes a holiday, the employee that works on the holiday shall receive the worked holiday bonus, the employee that traded and is off on the holiday receives the non-worked holiday bonus.

Employees may elect to receive their holiday pay either in cash or compensatory time. Their decision must be made in writing during the payroll period that the holiday occurs.

If a holiday falls during a telecommunicator's regularly scheduled day to work, while on vacation, the telecommunicator shall receive an additional one (1) day's pay or an additional day off to extend the vacation.

## Section 3. Holiday Call-Out

Any employee mandated to work on a holiday shall receive triple time for all hours worked on the holiday.

## Section 4.

For purposes of this Article, a "holiday" as identified in Section 1 shall begin at the start of the day shift on the calendar day of the holiday and continue thereafter for twenty-four (24) consecutive hours.

## ARTICLE 22 SICK LEAVE

### A. Allowance

It is the policy of the Employer to provide protection for its full-time employees against loss of income because of illness. All eligible employees are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for a one-day vacation or to be used to extend vacation period or holidays.

Any employee contracting or incurring any non-service-connected sickness or disability, which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay in accordance with this Agreement.

### B. Accumulation

New employees will earn 8 hours of sick leave at the end of each 3 months during the first year of employment up to a total of 24 hours.

After one (1) continuous year of employment from his/her original date of hire, the employee will earn:

After one (1) year of service:	Forty (40) hours/year
After two (2) years of service:	Ninety-Six (96) hours/year
After five (5) years of service:	One Hundred Twenty (120) hours/year

Sick leave may be accumulated up to, but not more than 800 hours.

### C. Procedures

No employee will be permitted to take leave if it has not been earned. Employees who exceed the provided sick time shall be docked for those

exceeded hours not at work. Sick leave shall be paid at full pay at the current rate of compensation.

Sick leave may be utilized by employees when they are sufficiently ill so that good judgment would determine it best not to report to work, in the event of injury, and for routine medical and dental appointments. Employees are required to provide as much advanced notice as reasonably possible for planned medical absences. An employee may use up to forty (40) hours of sick leave each year in the event of serious illness in the employee's immediate family. The term "immediate family" shall be defined to include the employee, the employee's spouse and children, whether natural or adopted, parents, parents-in-law, siblings, grandparents, grandchildren, step-parents, Domestic Partners (as defined by the Illinois Sick Leave Act, Public Act 99-0841) and legal wards. All foreseeable leave for such purposes shall require a specific prior approval of the KanComm Deputy Director. In the event of sick leave for any purpose, the KanComm Deputy Director may require the certificate of a medical doctor, for the purpose of this section the certification of treatment from a Physician's assistant or nurse practitioner is acceptable information as to the circumstances involved.

Employees who are unable to return to work upon expiration of sick leave benefits and all other authorized benefit time must request a leave of absence without pay. Non-paid sick leave shall be equivalent to the total accumulated sick leave available on the first day of illness, or thirty (30) calendar days, whichever is greater. Failure to apply for a leave of absence for extended illness upon expiration of all such benefits will result in automatic termination.

Any absence of three (3) working days or longer may require a physician's statement of release and verification substantiating that he may return to work. In addition, the KanComm Deputy Director may request a physician's statement of verification of absence for shorter periods of time.

Notice of an employee's desire to return to work after an extended illness must be given to the KanComm Deputy Director no less than twenty-four (24) hours in advance.

The KanComm Deputy Director or any member of management may direct an employee who appears ill to leave work to protect the health of other employees. Compliance with such an order will not be charged to sick leave for the first day.

An employee shall be paid sick leave equivalent to his regular straight-time rate of pay.

The Employer shall maintain a record of sick leave accrual, sick leave taken, and the balance of sick leave allowance available for individual employees and shall make these records available upon reasonable request by an employee.

#### D. Abuse of Leave

Employees who abuse sick leave are subject to the disciplinary procedures of this Agreement.

#### E. Sick Leave Buyback

Employees who retire will receive payment for their accumulated sick time bank, up to a maximum of 640 hours. For purposes of sick time buy-out only, retirement will be considered when an employee leaves KanComm employment in good standing with eight (8) or more years of service, or any employee who retires with an IMRF pension beginning the month in which he or she retires. Payment shall be based upon an employee's straight time hourly rate of pay on his last day of employment.

#### F. Family Medical Leave Act

Except as otherwise provided for in this contract, the parties shall be governed by the provisions of the Family and Medical Leave Act.

## G. Maternity Leave

Pregnancy shall be treated the same as any other illness and the employer will comply with the Pregnant Workers Fairness Act and the PUMP act.

## ARTICLE 23 PERSONAL DAYS

Employees will be granted three (3) personal days per calendar year. Only one (1) telecommunicator per shift may be off on personal day leave. For employees whose bank was filled on or about January 1, one (1) personal day leave request per employee, per calendar year will be non-deniable by the Employer. All requests for personal leave day use shall be submitted to management at least forty-eight (48) hours in advance of the proposed use. The forty-eight (48) hour notice may be waived by management in case of emergency. For new employees, personal days will be earned one

(1) personal day for every four (4) months of service for the first year of employment and will continue until the first new year following the employees first anniversary three (3) days annually thereafter; not to exceed 3 days per calendar year. Employees may use personal leave days in four (4) hour blocks. Personal days will not be carried over from year to year. Employees may not cancel approved benefit time with less than forty-eight hours' notice. Once a benefit type is approved for a day off, the benefit type will not be changed. No benefit time will be submitted without a balance to cover the time off.

## ARTICLE 24 HEALTH INSURANCE

The Employer agrees to continue to provide the medical and hospitalization insurance for the employees and their dependents under the current HMO, PPO and H.S.A. insurance coverage or a reasonable equivalent thereof. While the parties recognize that minor changes in coverage may be mandated by the insurance

provider, the Employer agrees that there shall be no substantial or significant changes to coverage except by mutual agreement.

It is agreed that the insurance coverage by the Employer shall have a minimum of One Million Dollars lifetime benefits and the Employer shall provide equal coverage for the subsequent years of the contract; provided, however, the Employer may substitute different carriers, with substantially the same coverage as now exists, Employees shall pay premium costs at a rate of:

Effective January 1, 2024, and for the term of this Agreement, the Employer shall continue to pay 80% of the premiums and the employees shall continue to pay 20% of the premiums for health insurance.

The Employer agrees to maintain life insurance in the amount of Ten Thousand Dollars (\$10,000) on each employee covered by this Agreement and said insurance shall have a double indemnity provision.

Retirees shall be allowed to remain in the group with the option of the family plan or the individual plan until reaching the age of Medicare eligibility; however, retirees must pay the full premium cost.

For each plan year, the Employer agrees to reimburse the employees for the first \$1,500.00 of the deductible costs for single coverage and up to \$2,000.00 of the deductible cost for family coverage. Each employee shall be responsible to provide required documents (Spending Summary) necessary for eligible reimbursement. The foregoing amounts are a ceiling of the Employer's obligation and do not apply to out-of-pocket expenses.

#### ARTICLE 25 WORKER'S COMPENSATION BENEFIT REIMBURSEMENT

Any employee receiving regular salary pursuant to this section shall pay over to the Employer any Worker's Compensation or Occupational Disease Act compensation paid to them as wage loss compensation (i.e., any medical expenses thus paid to medical service suppliers are not to be reimbursed).

The Employer agrees to defray all funeral and burial expenses of any telecommunicator killed in the line of duty, provided the total cost does not exceed five thousand (\$5,000.00) dollars. This provision shall not prevent the Employer from recovering all or part of this expense from any worker's compensation funeral benefit available to the Employee's beneficiaries.

#### ARTICLE 26 COMPENSATORY TIME

- A. Employees may choose to receive overtime compensation in the form of compensatory time. Overtime selected as compensatory time will be paid at the appropriate overtime rate. Employees must notify the Deputy Director of this selection of overtime payment as compensatory time.
- B. Employees may earn a maximum of one hundred fifty-two (152) total hours of compensatory time combined in any calendar year at the straight time and overtime rates combined.
- C. Employees may request the use of compensatory time by written request to the Deputy Director made at least forty-eight (48) hours in advance of the scheduled use, unless the use is for an emergency. Only one (1) telecommunicator per shift shall be granted the use of compensatory time off on any given day. Compensatory time off must include the hours at the beginning or end of a shift submitted in at least two-hour increments.
- D. All hours of compensatory time in excess of forty (40) hours on the books as of November 30<sup>th</sup> of each year will be paid out at the employee's then current rate of pay. At the employee's option, the employee may request a payment of all compensatory hours on the books if the request for payout is made prior to November 15<sup>th</sup>.
- E. Employees may not cancel approved benefit time with less than forty-eight hours' notice. Once a benefit type is approved for a day off, the benefit type will not be changed. No benefit time will be submitted without a balance to cover the time off.

F. If an employee is permanently separated from employment at KanComm by resignation, death, retirement or discharge, he/she or their beneficiary will be compensated in cash at the employee's then current regular rate of pay for all accumulated and unused compensatory time.

## ARTICLE 27 LEAVES OF ABSENCE

### A. Leave of Absence

A leave of absence without pay may be requested in writing through the proper chain of command, directed to the KanComm Director and if the request is granted the leave shall not exceed ninety (90) days for any one calendar year. The Employer shall respond to the request within ten (10) business days. An employee on any approved, unpaid leave of absence shall not receive benefit time until returning to work without restriction.

### B. Funeral Leave

Funeral leave shall be three (3) calendar days with pay at straight time rate, shall be given to an employee in case of death in the immediate family. This leave may be extended on a day-to-day basis at the discretion of the Deputy Director. Any such extension shall be credited against any selection of the employee's accrued, but unused leave bank. "Immediate family" is defined as father, mother, spouse, child, sister, brother, mother-in-law, father-in-law, grandchild, brother-in-law, sister-in-law, grandparents, stepchild or step-parents, domestic partner (as defined by the Illinois Sick Leave Act, Public Act 99-0841) or legal wards.

### C. Jury Duty

Upon notice to the Employer, employees shall be permitted authorized absence from duty for appearance in court because of jury service and obedience to subpoena or by direction of proper authority. Said absence from duty will be with full pay for each duty day the employee serves on jury duty or testifies as a witness, other than as a defendant, including necessary travel

time. Upon performing such service, the employee will sign a waiver of the allowable per diem as such performance of duty is considered time worked. Travel time, however, will be paid. Attendance in court in connection with an employee's official, usual duty or in connection with a case in which the Kankakee County ETSB is a party, together with travel time necessarily involved, shall not be considered absence from duty within the meaning of this policy. Such absence from duty will be without pay when an employee appears in private litigation to which the Kankakee County ETSB or KanComm is not a party.

## ARTICLE 28 RESIDENCY

All employees shall maintain their residence during the period of employment within a fifty (50) mile radius of KanComm, provided it must be within the State of Illinois.

## ARTICLE 29 WAGES

A. Employees in the bargaining unit shall be compensated according to the schedules attached hereto and incorporated herein.

B. In addition to the established wage rates, employees assigned to the following shifts shall receive the following shift differential pay added to their base salary:

Shifts starting after noon	\$75 / month
Shifts starting after 6:00 PM	\$100 / month

C. Employees who are bilingual (Spanish) shall be paid a differential of seventy-five dollars (\$75) per month in addition to their base pay. A qualified academic will be designated to make any determination as to an employee's bilingual abilities. The Employer and the employees involved will be bound by this determination.

D. Subject to budget considerations, the employer agrees to cover the cost, upon Certification, of training and/or exams for those seeking career advancement opportunities by certifications through APCO and/or NENA.

E. The Employer agrees to pay the following educational differential which shall be added to the employee's monthly salary after successful completion of the

following credit hours or degree, qualifying employees may receive one education differential,

\$50/month for 12 semester hours up to Associate Degree  
\$75/month for an Associate Degree  
\$100/month for a Bachelor's Degree  
\$150/month for a Master's Degree  
\$125/month for NENA Emergency Number Professional  
\$125/month for APCO Recognized Professional Leader  
\$150/month for APCO Certified Public Safety Executive

F. Employees who are certified or assigned to perform the duties of Communications Training Officer (CTO) shall be compensated for such service at the rate of five dollars (\$5.00) per hour added to their base rate of pay, for each shift he/she serves as CTO. Trainers are subject to shift re-assignments to accommodate trainee needs. Active trainers holding a certification shall receive a stipend of \$100 per month.

#### ARTICLE 30 WORKING OUT OF CLASSIFICATION

An employee who is required by the Employer to work as Shift Lead for a period of one or more hours in any given shift shall be paid Three Dollars (\$3.00) per hour in addition to the base wage for each hour worked in the Shift Lead capacity. The Employer shall be responsible for designating the employee or employees who are to serve in the Shift Lead capacity.

#### ARTICLE 31 CALL-OUT TIME

A. Employees required to be at work by the Employer before or after the start or finish of their regular shift or while on days off, will be compensated with a minimum of two (2) hours pay or actual hours worked, whichever is greater, at the overtime rate of one and one-half (1-1/2) times per hour.

B. Employees required to attend a mandatory meeting, in conjunction with the starting or ending time of their shift, designed to educate about departmental policies, insurance or similar subjects shall be given five (5) days written notice of the assembly and will be compensated with a minimum of one (1) hour pay or the actual hours in attendance, whichever is greater, at the overtime rate of one and one-half (1-1/2) times per hour.

## ARTICLE 32 OVERTIME

Hours worked beyond the eight and one-half (8.5) consecutive hours in one day, or over forty (40) hours in a regular work week shall be compensated at one and one-half (1.5) times the employee's regular hourly rate of pay. At the employee's request, the employee may receive compensatory time at the rate of one and one-half (1.5) hours for each hour worked as long as they do not exceed the maximum 152 hours of compensatory time. All overtime must be approved in advance by management.

Overtime rates shall not be paid when more than eight and one-half (8.5) hours in a twenty-four (24) hour period are worked as a result of employees trading shifts for their own convenience.

New employees are not eligible for overtime until after they have completed their training program.

If a class, seminar or training session falls on an employee's regularly scheduled work day, it shall be considered the employee's regular workday and no overtime shall be paid. If the class, seminar or training session is five (5) or more days in length it shall be considered the employees work week. Any class, seminar or training session an employee attends in addition to their regular work schedule shall be compensated at the appropriate overtime pay rate.

Employees traveling out of town for any job-related class or seminar shall be compensated from the time they are scheduled to show UP at the designated

meeting place until the time they arrive back at that location. Employees shall be compensated for meals that will be eaten away from home when meals are not furnished with the class. The meals shall be reimbursed up to the per diem rate; receipts must be submitted for reimbursement.

## OVERTIME DISTRIBUTION

Overtime shall be distributed as equally as possible among the full-time employees covered by this agreement. When overtime is available, it shall be offered first to the employees who have the least amount of chargeable overtime accumulated. If two (2) or more employees have the same chargeable overtime, then the senior employee shall have the option to work.

1. Employees are not eligible for overtime until they have completed their training program.
2. New employees eligible for overtime will start at whatever the highest chargeable hours are of any person covered by this agreement.
3. Employees returning to work from an extended leave of absence (over two weeks) shall have his/her overtime adjusted to that of the highest chargeable hours of any person covered by this agreement.
4. Employees who are contacted and refuse to work overtime shall be charged the amount of overtime that was offered. For the purposes of this section if an employee is called or sent a digital message and does not answer a wired, wireless phone or other digital device, it will be considered a refusal. Messages will be left when the means is available. When advance notice of overtime is posted in the overtime book, employees that work and do not accept or refuse overtime posted will be charged as refused.

5. Overtime shall be distributed first for the full amount of hours available. If no one agrees to work it, then it shall be divided using regular guidelines for hiring overtime.
6. Employees who are off under the following conditions: previous, current or next schedule shows that they are on vacation, personal day, approved departmental school, off duty due to time traded, or an eight and (8) hour earned comp day, shall be contacted for overtime and charged for declining overtime. These persons, through normal procedures, will be offered the overtime and charged for hours offered to work.
7. Any person who has called in sick shall not be offered overtime for that same day, as they have already declared themselves unfit for duty for that day. In cases of three or more consecutive days of sick time or extended leaves of absence, they shall not be contacted until they have worked on one (1) tour of duty on their regular scheduled shift.
8. Employees that are already working that shift, have already worked at least sixteen (16) hours, or are scheduled to work at least sixteen (16) hours in the twenty-four (24) hour period will be recorded as a "C" (conflict) and will not be charged with any hours. No employee shall work more than sixteen (16) hours.

## ORDERING

If overtime cannot be filled by the procedure of this contract, the employee on the shift already working with the least amount of actual worked overtime shall be required to work. However, once an employee is ordered, said employee shall go to the bottom of the order rotation for that shift.

The employee with the next lowest hours already on duty will then be ordered, until all persons on that shift have been ordered once. After this the rotation will start over again. The order rotation for each shift will be appropriately recorded in the master overtime book.

An employee shall not be ordered in from home or while off duty to fill overtime, except in cases of a bona fide emergency.

### ARTICLE 33 UNIFORMS

Employees will not be required to wear uniforms but will be expected to wear business casual dress while on duty. Business casual attire shall include clothes that are neat and clean and free from excessive wear or tearing. The employer may set reasonable standards as to the appropriateness of certain items of clothing in relation to the business casual standard.

On weekends (Saturday and Sunday) and on holidays employees may wear jeans as long as they are in good condition, with no frayed hems or tears.

### ARTICLE 34 DURATION

A. This Agreement shall be effective from December 1, 2023 and shall remain in full force and effect until November 30, 2027. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party in accordance with Section C of this Article. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

B. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

C. The parties agree that if either side decides to negotiate a successor Agreement, the other party may so notify the other at least ninety (90) days and no more than one hundred and twenty (120) days prior to the expiration of this Agreement or the extension thereof. In the event such notice to negotiate is given, then the parties shall meet not later than ten (10) days after the date of receipt of

such notice, or at such reasonable times as are agreeable to both parties for the purposes of negotiation. All notices provided for in this Agreement shall be served upon the other party by certified mail, return receipt requested. Any impasses at said negotiations shall be resolved by invoking the procedure of Section 14 of the Illinois Public Labor Relations Act.

	<u>12/1/2023</u>	<u>12/1/2024</u>	<u>12/1/2025</u>	<u>12/1/2026</u>
train	\$ 37,440.00	\$ 38,000.00	\$ 39,520.00	\$ 41,000.00
start	\$ 43,500.00	\$ 45,000.00	\$ 46,800.00	\$ 48,000.00
1	\$ 46,000.00	\$ 47,000.00	\$ 48,880.00	\$ 51,250.00
2	\$ 49,000.00	\$ 50,500.00	\$ 52,520.00	\$ 55,000.00
3	\$ 52,000.00	\$ 54,000.00	\$ 56,160.00	\$ 58,650.00
4	\$ 53,000.00	\$ 55,000.00	\$ 57,200.00	\$ 60,000.00
5	\$ 54,500.00	\$ 56,500.00	\$ 58,760.00	\$ 62,000.00
6	\$ 56,000.00	\$ 58,000.00	\$ 60,320.00	\$ 63,500.00
7	\$ 57,500.00	\$ 59,500.00	\$ 61,880.00	\$ 65,000.00
8	\$ 59,000.00	\$ 61,500.00	\$ 63,960.00	\$ 66,500.00
9	\$ 60,500.00	\$ 62,500.00	\$ 65,000.00	\$ 69,000.00
10	\$ 62,000.00	\$ 64,000.00	\$ 66,560.00	\$ 71,000.00
11	\$ 63,000.00	\$ 65,000.00	\$ 67,600.00	\$ 73,000.00
12	\$ 64,000.00	\$ 66,000.00	\$ 68,640.00	\$ 74,500.00
13	\$ 65,000.00	\$ 67,000.00	\$ 69,680.00	\$ 75,500.00
14	\$ 66,000.00	\$ 68,500.00	\$ 71,240.00	\$ 76,000.00
15	\$ 67,000.00	\$ 70,000.00	\$ 72,800.00	\$ 77,500.00
16	\$ 68,000.00	\$ 71,000.00	\$ 73,840.00	\$ 79,000.00
17	\$ 69,000.00	\$ 73,000.00	\$ 75,920.00	\$ 81,000.00
18	\$ 70,000.00	\$ 74,500.00	\$ 77,480.00	\$ 84,000.00
19	\$ 71,000.00	\$ 75,000.00	\$ 78,000.00	\$ 84,000.00
20	\$ 72,000.00	\$ 78,000.00	\$ 81,120.00	\$ 84,000.00
21	\$ 73,000.00	\$ 78,000.00	\$ 81,120.00	\$ 84,000.00
22	\$ 74,000.00	\$ 78,000.00	\$ 81,120.00	\$ 84,000.00
23	\$ 75,000.00	\$ 78,000.00	\$ 81,120.00	\$ 84,000.00
24	\$ 76,000.00	\$ 78,000.00	\$ 81,120.00	\$ 84,000.00
25	\$ 77,000.00	\$ 78,000.00	\$ 81,120.00	\$ 84,000.00
26	\$ 77,000.00	\$ 78,000.00	\$ 81,120.00	\$ 84,000.00
27	\$ 77,000.00	\$ 78,000.00	\$ 81,120.00	\$ 84,000.00
28	\$ 77,000.00	\$ 78,000.00	\$ 81,120.00	\$ 84,000.00
29	\$ 77,000.00	\$ 78,000.00	\$ 81,120.00	\$ 84,000.00
30	\$ 77,000.00	\$ 78,000.00	\$ 81,120.00	\$ 84,000.00

\*Any employee who reached the 30<sup>th</sup> year of service to KanComm on or before December 1, 2023, shall be paid in lieu of wage retroactivity, the sum of fifteen hundred dollars (\$1500.00). This payment will be paid over the paychecks received by the employee prior to retirement in April 2024.

**Employers Signatures**



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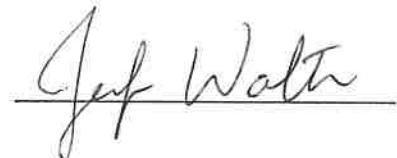
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**Union Signatures**

  
L Balderas 3/12/2024  
Jeff Wath  




## KanComm Seniority List

	<u>L Name</u>	First Name	Date Hired
1	Kenison	Sherry	5/1/1995
2	Evans	Zelma	9/3/1996
3	Ivey	Bernadette	8/18/1997
4	Martinez	Miguel	1/31/2000
5	Jackson	Andrea	9/5/2000
6	Woods	Kimberly	8/16/2004
7	Cote	Marc	1/3/2005
8	Spanos	Anne	5/2/2005
9	Walter	Jennifer	5/2/2011
10	Murello	Amber	2/2/14
11	Mikeska	Sarah	6/2/2014
12	Collette	Kevin	8/18/2014
13	Williams	Kelsey	1/3/2017
14	Alejos	Ashley	6/10/2019
15	Hanners	Brandon	2/17/2020
16	Smith	Rennetta	4/1/2020
17	Sommer	Angela	4/1/2020
18	Price	Ashley	4/1/2020
19	Buente	Kyle	4/1/2020
20	Strahla	Lisa	4/1/2020
21	Santoyo	Zenaida	6/7/2021
22	Oliver	Amanda	6/7/2021
23	Hernandez	Denisse	6/7/2021
24	Barber	Rachel	8/23/2021
25	Hudson	Alexis	1/10/2022
26	Boyt	Amanda	1/10/2022
27	Allen	Meghan	6/27/2022
28	Mizeika-Pahl	Crystal	12/19/2022
29	Holmes	Samantha	12/19/2022
30	Martinez III	Raul	4/3/2023
31	Shear	Teagan	6/19/2023
32	Metzger	Cody	6/19/2023
33	Bretveld	Kayla	9/11/2023
34	Pasel	Syndi	1/16/2024
35	Bulger	Jordan	1/16/2024



**DUES AUTHORIZATION FORM**

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

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

I, \_\_\_\_\_, hereby authorize my employer, \_\_\_\_\_, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, 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.*





## 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) and Section(s) of Contract violated:

Briefly state the facts:

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Remedy Sought:

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

Date/Time: \_\_\_\_\_

Grievant's Signature

FOP Representative Signature

### EMPLOYER'S STEP ONE RESPONSE

---

---

Employer Representative Signature

Position

Person to Whom Response Given

Date

### STEP TWO

Reasons for Advancing Grievance:

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

Date/Time: \_\_\_\_\_

Grievant's Signature

FOP Representative Signature

### EMPLOYER'S STEP TWO RESPONSE

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Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge No. / Year / Grievance No.



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**STEP THREE**

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

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Grievant's Signature

FOP Representative Signature

**EMPLOYER'S STEP THREE RESPONSE**

Employer Representative Signature

Position \_\_\_\_\_

Person to Whom Response Given

Date \_\_\_\_\_

**STEP FOUR**

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

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Grievant's Signature

FOP Representative Signature

**EMPLOYER'S STEP FOUR RESPONSE**

Employer Representative Signature

Position \_\_\_\_\_

Person to Whom Response Given

Date \_\_\_\_\_

**REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

Person to Whom Referral Given

Date \_\_\_\_\_

FOP Labor Council Representative



