

# **ILLINOIS FOP LABOR COUNCIL**

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**and**

# **KANKAKEE COUNTY SHERIFF AND COUNTY OF KANKAKEE**

**Correctional Officers**

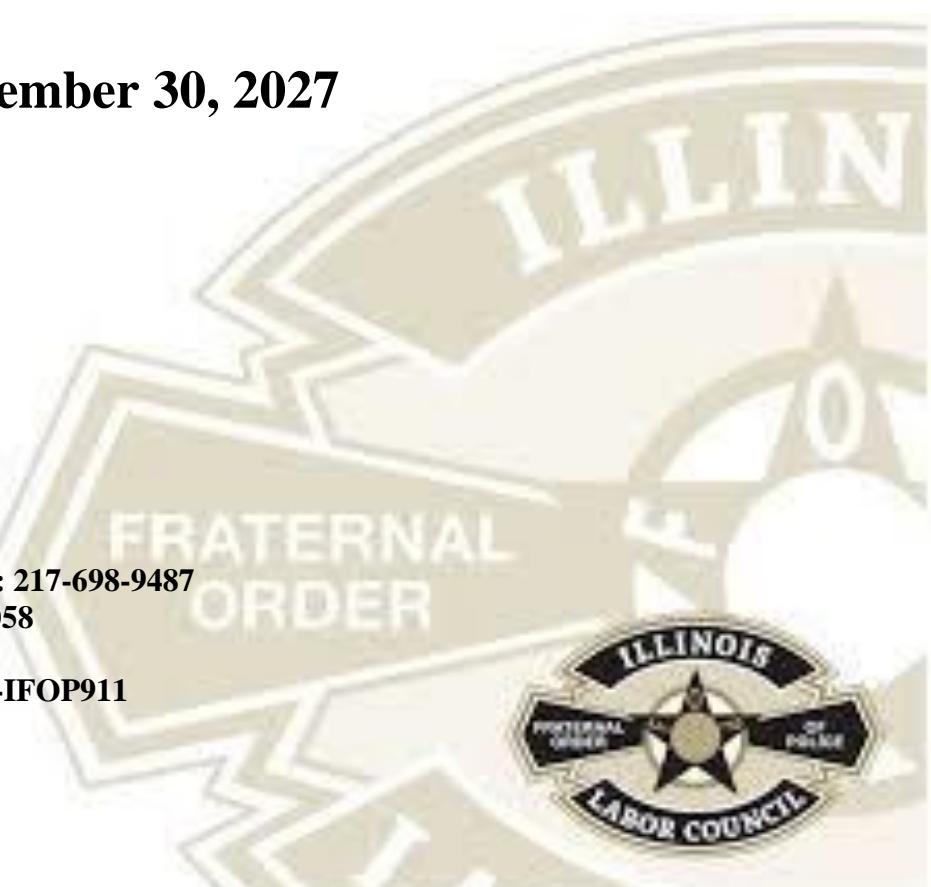
**December 1, 2024 - November 30, 2027**

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## **PREAMBLE**

This Agreement is entered into by the County of Kankakee, a body politic, and Sheriff of Kankakee County, hereinafter referred to as the "Employer", and the Illinois Fraternal Order of Police Labor Council, on behalf of and with Kankakee County Sheriff's Department Corrections Officers, hereinafter 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 contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

## **ARTICLE 1** **RECOGNITION**

### **Section 1. Definition of Bargaining Unit**

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment for all full-time employees in the bargaining unit.

The bargaining unit shall include: all regular full-time Correctional Officers. Excluded from the bargaining unit are: all other employees of the employers; supervisory, managerial, part-time, temporary seasonal employees, and confidential employees within the meaning of the Act; and all persons excluded from coverage under the Act.

The Employer recognizes the integrity of the Union and its membership and it will not take any action directed at eroding it. The Employer will not require any Union member to perform any act that would constitute a violation of this agreement. The Employer agrees that it will not increase the use of part time employees in order to obviate the hiring of full-time corrections officers.

### **Section 2. 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 clarification.

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 grade 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 step 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 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 2** **MANAGEMENT RIGHTS**

The Employer possesses the sole right to operate the Sheriff's Office of the County and all management rights repose in it. Except as specifically amended, changed or modified by the Agreement, these rights include, but are not limited to, the following:

- (a) To direct all operations of the County;
- (b) To establish reasonable work rules and schedules of work;
- (c) To hire, promote, transfer, schedule, and assign employees in positions and to create, combine, modify and eliminate positions within the County;
- (d) To suspend, discharge and take other disciplinary action for just cause against employees under the established work rules and regulations of the Kankakee County Sheriff's Department and the provisions of this Agreement;
- (e) To lay off employees;
- (f) To maintain efficiency of County operations;
- (g) To take whatever action is necessary to comply with State or Federal law;
- (h) To introduce new or improved methods or facilities;
- (i) To change existing methods or facilities;
- (j) To determine the kinds and amounts of services to be performed as pertains to County operations; and the number and kind of classifications to perform such services;
- (k) To contract out for goods or services;
- (l) To determine the methods, means and personnel by which County operations are to be conducted;

(m) To take whatever action is necessary to carry out the functions of the County in situations of emergency.

## **ARTICLE 3 SUBCONTRACTING**

### **Section 1. General Policy**

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency.

### **Section 2. Notice and Discussion**

Absent an emergency situation, prior to the Employer changing its policy involving the overall subcontracting of work in a bargaining unit area, when such change amounts to a significant deviation from past practice resulting in layoff of a significant number of bargaining unit employees, the Employer shall first notify the Union and offer the Union an opportunity to discuss and participate in considerations over the desirability of such subcontracting of work, including means by which to minimize the impact of such on employees.

## **ARTICLE 4 F.O.P. MEMBERS' RIGHTS**

### **Section 1. Bulletin Boards**

The Employer shall provide the Union with designated space in each respective bargaining unit division on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for exclusive use of the Union.

### **Section 2. Union Representatives**

Employees selected by the Union to act as Union representatives shall be known as Union Stewards. The names of employees selected as Union Stewards and the names of other Union representatives who may represent employees shall be certified in writing to the Employer by Union.

### **Section 3. F.O.P. Access to Work Site**

Authorized representatives of the National or State Union shall be permitted to visit the Department during working hours to talk with officers of the local Union and/or representatives of the Employer concerning matters covered by this Agreement, so long as such visits do not interfere with the normal work of the local Union member or operations of the Sheriffs Department.

### **Section 4. F.O.P. Access to Employee Records**

The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent.

## **Section 5. Attendance at Union Meetings**

Subject to the need for orderly scheduling and emergencies, the Employer agrees that elected officials of the F.O.P. Bargaining Unit, not to exceed four (4) in number shall be permitted reasonable time off, without loss of pay, as is needed to attend general, board or special meetings of the Union, provided that at least forty-eight (48) hours' notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such officials and employees shall be certified in writing to the Employer. Also, such employees shall remain on duty and that any employee who is on duty who is attending such a meeting shall return to duty if required. Additionally, Union Stewards during working hours shall be allowed to: collect union dues, initiation fees and assessments (if these funds are not collected through payroll deductions); post union notices; distribute union literature; transmit communications, authorized by the local union or its stewards to the Employer or its representatives; and consult with the Employer, his representative, local union officers, or other union representatives concerning the enforcement of any provision of this Agreement.

## **Section 6. Grievance Processing**

Reasonable time while on duty shall be permitted Union representatives for the purpose of aiding or assisting or otherwise representing employees in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

## **Section 7. F.O.P. Conferences**

Any employee(s) chosen as delegate(s) to a F.O.P. State or National Conference will, upon written application approved by the Union and submitted to the Sheriff with at least fourteen (14) days' notice, be given time off without pay for the period of time required to attend such Convention or Conference. This period of time shall not exceed one (1) week nor exceed more than two (2) employees. However, such employees, at their option, may utilize compensatory time, vacation or personal days for such time off.

## **Section 8. Union Negotiating Team**

Members designated as being on the Union negotiating team who are scheduled to work during the time meetings will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Union negotiating team member is in regular day off status on the day of negotiations, he will not be compensated for attending the session.

# **ARTICLE 5**

## **DUES DEDUCTION**

### **Section 1. Dues Deduction**

Upon receipt of a written and signed authorization from an employee, the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such form and any authorized increase therein, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

### **Section 2. Dues**

Each employee, who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date shall maintain his/her membership in good standing in the Union during the term of this Agreement. With respect to any employee on whose behalf the Employer

receives written authorization in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Union by the tenth (10<sup>th</sup>) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Employer will not similarly deduct dues in any other organization as to the employees covered by this Agreement.

## **ARTICLE 6** **BILL OF RIGHTS**

### **Section 1. Conduct of Disciplinary Investigation**

Whenever an employee is under investigation or subjected to interrogation by the Sheriff's Department for any reason which could lead to disciplinary action, suspension or dismissal, the investigation or interrogation shall be conducted under the following conditions:

- (a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty;
- (b) The interrogation shall take place at the office of the investigating employee;
- (c) The employee under interrogation shall be informed of the name and rank of the employee in charge of the investigation, the interrogating employee, and all persons present during the interrogation. All questions directed to the employee under interrogation shall be asked by and through one interrogator;
- (d) The employee under investigation shall be informed in writing of the nature of the complaint prior to any interrogation, and of the names of all complainants and witnesses;
- (e) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary;
- (f) Any employee under interrogation shall not be threatened with transfer, dismissal, or disciplinary action;
- (g) A complete record shall be kept of the complete interrogation of an employee including all recess periods. Such record may be electronically recorded and the employee may also record the complete interrogation. A copy of the record shall be available to the employee or his counsel upon request after transcription, at no cost to the employee.
- (h) If any employee under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation;
- (i) At the request of any employee under interrogation, he shall have the right to be represented by counsel of his choice who shall be present at all times during the interrogation. The interrogation shall be suspended for a reasonable time until representation can be obtained;

The Union shall be provided with a complete and accurate copy of all documents pertaining to the investigation of the affected employee prior to the interrogation hearing.

- (j) No law enforcement agency shall insert any adverse material into any file of the employee unless the employee has an opportunity to review and receive a copy of said material in writing regarding the adverse material, unless the employee waives these rights in writing;
- (k) No public statement shall be made prior to a final decision being rendered by the Sheriff, Grievance Committee or Board of Arbitration, and no public statement shall be made if the employee is found innocent unless the employee requests a public statement.

## **Section 2. Disclosure of Assets**

No law enforcement employee shall be required or requested to disclose any item of his property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his family or household) unless such information is necessary in investigating a possible conflict of interest with respect to the performance of his official duties, or unless such disclosure is required by law.

## **Section 3. Relief of Duty**

An employee may be relieved of duty and shall receive all ordinary pay and benefits, as he/she would have if he/she were not charged.

## **Section 4. Payment Prior to Discipline**

If any employee covered by this Agreement is charged by indictment or complaint to have violated any provision of the Criminal Code of Illinois or any Statute of the United States, he/she shall be entitled to his wages and other economic benefits provided for in this Agreement until such time as a disciplinary decision has been made providing otherwise.

## **Section 5. Non-Adoption of Ordinance**

The Employer shall not adopt any ordinance and the Sheriff shall not adopt any regulation that prohibits the right of an employee to bring suit arising out of his duties as an employee.

## **Section 6. Photo Dissemination**

No photo of an employee under investigation shall be made available to the media prior to a conviction for a criminal offense or prior to a final disciplinary decision being rendered, unless otherwise provided by law.

## **Section 7. Compulsion of Testimony**

The Sheriff shall not compel an employee under investigation to Speak or testify before, or to be questioned by any non-governmental agency relating to any matter or issue under investigation.

## **Section 8. Political Activity**

No bargaining unit member shall be solicited, ordered, or coerced to perform any political related function while on duty. In addition, no bargaining unit member shall perform any political related activity while on duty.

## **ARTICLE 7** **NON-DISCRIMINATION**

### **Section 1. Equal Employment Opportunity**

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

### **Section 2. Prohibition against Discrimination**

Both the Employer and the Union agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age (40-70), national origin, political affiliation and/or beliefs, mental or physical handicap or sexual orientation. The parties agree that any claim of discrimination will not be processed through the grievance procedure of this agreement, but rather will proceed through the appropriate federal, state or other administrative agency and/or the courts.

### **Section 3. Union Membership or Activity**

Neither the Employer nor 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.

## **ARTICLE 8** **NO STRIKE**

### **Section 1. No Strike Commitment**

Neither the Union nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Union nor any employee shall refuse to cross any picket line, by whoever established.

### **Section 2. Resumption of Operations**

In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

### **Section 3. Union Liability**

Upon the failure of the Union to comply with the provisions of Section 2 above, any agent or official of the Union who is an employee covered by this Agreement may be subject to the provisions of Section 4 below.

### **Section 4. Discipline of Strikers**

Any employee who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

## **ARTICLE 9** **RESOLUTION OF IMPASSE**

### **Section 1. Notice to Arbitrate**

If in any case of a dispute between the Employer and the Union the collective bargaining process reaches an impasse with the result that said Employer and Union are unable to reach a negotiated settlement, then either party to the dispute after written notice to the other party containing specifications of the issue or issues in dispute, may request the appointment of a Board of Arbitration pursuant to Section 14 of the Illinois Public Labor Relations Act, as amended.

### **Section 2. Impasse Defined**

For purposes of this section, an impasse shall be deemed to occur in the collective bargaining process if the parties do not reach a settlement of the issue or issues in dispute during negotiations and either party requests the assistance of a federal mediator.

### **Section 3. Composition and Selection of Board of Arbitration**

The Board of Arbitration shall be composed of three persons: one appointed by the Employer, one appointed by the Union, and a third member to be agreed upon by the Employer and the Union. The members of the Arbitration Board representing the Employer and the Union shall be named within five days from the date of the request for the appointment of such Board. If, after a period of ten days from the date of the appointment of the two arbitrators appointed by the Employer and the Union, the third arbitrator has not been selected by them, then either arbitrator may request the Public Employees Labor Mediation Roster of the State Labor Board or its successor in function, to furnish a list of five members of said Association who are residents of Illinois from which the third arbitrator shall be selected. The arbitrators appointed by the Employer and the Union shall meet to alternately strike names from the list with the Employer arbitrator striking first. The individual whose name remains on the list shall be the third arbitrator and shall act as Chairman of the Board of Arbitration. The Board of Arbitration thus established shall commence arbitration proceedings within ten days after the third arbitrator is selected and shall make its determination within thirty (30) days after the appointment of the third arbitrator. Arbitration hearings shall be conducted in Kankakee, Illinois, unless otherwise mutually agreed by the parties.

### **Section 4. Standards for Board of Arbitration**

Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new Agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

- (a) The lawful authority of the Employer;
- (b) Stipulations of the parties;
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs;

- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
  - (1) in public employment in comparable communities;
  - (2) in private employment in comparable communities.
- (e) The average consumer prices for goods and services, commonly known as the cost-of-living index;
- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received;
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings;
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

The Board of Arbitration may interpret the Agreement but shall have no right to ignore, add to, take from or modify any of the provisions of this Agreement.

## **Section 5. Arbitration Award Final and Binding**

The determination of the majority of the Board of Arbitration thus established shall be final on the issue or issues in dispute and shall be binding upon the Employer, subject to its statutory ratification authority, and the Union involved, and said determination will be based upon the final offer of settlement of each party as to each economic issue submitted to the Board of Arbitration. Such determination shall be in writing and a copy thereof shall be forwarded to both parties to the dispute.

## **Section 6. Arbitration Expense**

The compensation, if any, of the arbitrator appointed by the Union shall be paid by the Union. The compensation of the arbitrator appointed by the Employer, if any, shall be paid by the Employer. The compensation for the third member of the Arbitration panel, as well as all stenographic and other expenses incurred by the Arbitration panel in connection with the arbitration proceedings, shall be borne equally by the Employer and the Union. Provided, that the Employer shall first pay such expenses and the Union shall then reimburse the Employer one-half (%) of such expenses within forty-five (45) days. Expenses of supplemental arbitration should the Employer not ratify an arbitration award shall be entirely paid by the Employer.

## **ARTICLE 10** **PERSONNEL FILES**

### **Section 1. Personnel Files**

The Employer shall keep a central personnel file within the bargaining unit for each employee. The Employer is free to keep working files including Internal Investigation files, but material not maintained in the central personnel file may not provide the basis for disciplinary action against an employee.

### **Section 2. Inspection**

Upon request of an employee, the Employer shall reasonably permit an employee to inspect his/her personnel file subject to the following:

- (a) Such inspection shall occur immediately following receipt of the request;
- (b) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request;
- (c) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein;
- (d) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his/her file with respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his/her personnel file subject to the procedures contained in this Article;
- (e) If an employee disagrees with any information contained in the personnel file, the employee may submit a written statement of his/her position which shall become an integral part of that portion of the file over which disagreement exists, until such portion is permanently removed from such file;
- (f) If the employee disagrees with any information contained in the personnel record, a removal or correction of that information may be mutually agreed upon by the employer and the employee. If an agreement cannot be reached, the employee may submit a written statement explaining the employee's position. The Employer shall attach the employee's statement to the disputed portion of the personnel record. The employee's statement shall be included whenever that disputed portion of the personnel record is released to a third party as long as the disputed record is a part of the file. The inclusion of any written statement attached in the record without further comment or action by the Employer, shall not imply or create any presumption of Employer agreement with its content. If either the Employer or the employee places in the personnel record information which is false, the employer or employee, whichever is appropriate, shall have remedy through the grievance procedure to have that information expunged.
- (g) Pre-employment information, such as reference reports, credit checks or information provided the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying.

(h) "Employee" means a person currently employed or subject to recall after a layoff-or leave of absence with a right to return to a position with an Employer; or a former Employee who has terminated service within the preceding year.

### **Section 3. Notification**

Employees shall be given immediate written notice by the Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file.

### **Section 4. Limitation on Use of File Material**

It is agreed that any material and/or matter not available for inspection, such as provided in Section 1 above, shall not be used in any manner or any forum adverse to the employee's interests.

### **Section 5. 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 reprimands 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.

## **ARTICLE 11 EMPLOYEE TESTING**

### **Section 1. Statement of Policy**

It is the policy of Kankakee County that the public has the right to expect persons employed by the County to be free from the effects of drugs and alcohol. The Employer has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the employees.

### **Section 2. Prohibitions**

Employees shall be prohibited from:

- (a) Consuming or possessing alcohol, unless in accordance with duty requirements, at any time during the work day or anywhere on any County premises, job sites, including all County buildings, properties, vehicles and the employee's personal vehicle while engaged in County business;
- (b) Illegally consuming, possessing, selling, purchasing or delivering any illegal drug;
- (c) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

This section is not intended to limit the duty of the Employer to enforce the laws of the State of Illinois and all regulations of the Kankakee County Sheriffs Department or to restrict the Employer's right to require prospective hires to submit to a drug screening procedure.

### **Section 3. Drug and Alcohol Testing**

Where the Sheriff has reasonable suspicion to believe that an employee is under the influence of alcohol or illegal drugs during the course of the work day, the Sheriff shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement.

In addition to the conditions noted above, all members of the Kankakee County Sheriff's Department Corrections Division shall be subject to random drug/alcohol testing. The Sheriff will be permitted to have four (4) random drawings per year with a maximum of ten (10) employees per drawing that may be selected for testing. The testing will be conducted at one of the designated local hospitals in accordance with their computerized standard drug testing program in accordance with the requirements for licensing as listed herein.

Any officer randomly selected for testing two times within a calendar year shall be exempt from further random testing within that calendar year. A substitute randomly drawn name may be selected for any officer(s) so exempted from testing.

#### **Section 4. Order to Submit to Testing**

At the time an employee is ordered to submit to testing authorized by this Agreement, the Sheriff shall provide the employee with a written notice of the order, setting forth the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with a representative of the FOP or a private attorney at the time the order is given; provided, however, that in no circumstances may implementation of the order be delayed longer than forty five (45) minutes. No questioning of the employee shall be conducted without first affording the employee the right to FOP representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

#### **Section 5. Tests to Be Conducted**

In conducting the testing authorized by this Agreement, the Kankakee County Sheriff's Department shall:

- (a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the (Substance Abuse and Mental Health Services Administration (SAMHSA))
- (b) Insure that the laboratory or facility selected conforms to all SAMHSA standards;
- (c) Establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of this chain of custody;
- (d) Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- (e) Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration;
- (f) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

- (g) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's expense; provided the employee makes such demand of the Sheriff or his designee within seventy-two (72) hours of receiving the results of the test;
- (h) Require that the laboratory or hospital facility report to the Sheriff that a blood or urine sample is positive only if both the initial screening and subsequent confirmatory test indicate the presence of a substance. Should any information concerning such testing or the results thereof be used-herein (e.g., billings for testing that reveal the nature or number of tests administered), the County will not use such information in any manner or forum adverse to the employee's interests;
- (i) Require that with regard to alcohol testing, 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 County from attempting to show that lesser test results, i.e., below .04, demonstrate that the employee was under the influence of alcohol, but the County shall bear the burden of proof in such cases. The County 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;
- (j) Provide each employee tested with a copy of all information and reports received by the County in connection with the testing and the results at no cost to the employee;
- (k) Ensure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

## **Section 6. Right to Contest**

The Labor Council and/or the employee, with or without the Labor Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the test, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished, or otherwise impair any constitutional rights that employees may have with regard to such testing. Employees retain any such constitutional rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Labor Council.

## **Section 7. Voluntary Requests for Assistance**

The County 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, other than the County may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The County may make available through its Employee Assistance Program (if available) 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, except reassignment as described above.

## **Section 8. 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 County. Any employee whose initial urine/blood test and confirmatory test result is positive for any DEA Schedule 1 substance shall be subject to immediate discharge. Any person whose urine/blood tests positive for any other illicit drug/alcohol (or for the abuse of legally prescribed drugs) shall be medically evaluated, counseled, and given treatment for rehabilitation (following the first offense only.) Said employee shall be subject to a random testing a maximum of four (4) times per year for a two (2) year period, and for a first time offense, may be disciplined up to and including suspension. Failure to comply with the recommendations of a rehabilitation program or subsequent positive test results may result in discharge. Employees consuming, possessing, or dealing illicit drugs while on duty shall be subject to immediate discharge.

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 abuse of the drug or abuse of alcohol;
- (c) The employee completes the course of treatment prescribed, included 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 "after-care".

Employees who do not agree to or 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 a corrections officer 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 compensatory time, vacation time, sick days, or personal leave days, or take an unpaid leave of absence pending treatment at his option.

## **Section 9. Officer Involved Shooting**

Any bargaining unit member who discharges their firearm causing injury or death to a person or persons during the performance of their official duties or in the line of duty must submit to a drug and alcohol test by the end of the bargaining unit member's shift or tour of duty, after a reasonable period of time. In conducting the testing authorized by this Agreement, the Employer shall: use only a clinical laboratory or hospital facility that is licensed and is accredited by the Substance Abuse Management Safety & Health Administration ("SAMHSA"); ensure that the laboratory or facility selected conforms to all SAMHSA

standards and establishes a chain of custody for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result; and provide a designated Medical Review Officer ("MRO") who is certified by the State of Illinois to review drug and/or alcohol testing results.

The clinical laboratory or hospital facility utilized must provide the Employee tested with an opportunity to have the split sample tested by a clinical laboratory or hospital facility of the Employee's choosing which is accredited by SAMHSA at the Employee's own expense, provided the Employee notifies the Employer in writing within one (1) year of the date of collection.

## **ARTICLE 12** **DISCIPLINE AND DISCHARGE**

### **Section 1. Discipline and Discharge**

The parties recognize the principles of progressive and corrective discipline which is based on the seriousness of the infraction.

Disciplinary action or measures shall include only the following:

- oral reprimand
- written reprimand
- suspension (notice to be given in writing)
- discharge

Upon an employee's written request, oral and written reprimands shall be purged from all files after two (2) years from date of each individual reprimand. However, the failure to make such a request shall not allow the Employer to use the information contained in an employee's personnel file in an adverse manner against the employee.

The authority of the Sheriff to suspend shall be limited to an aggregate of not more than thirty (30) days in any twelve (12) month period.

Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee and for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

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

### **Section 2. Pre-disciplinary Meeting**

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 Rep shall be available within five (5) business days unless the employee has been placed on Administrative Leave with pay in which case only twenty-four

(24) hours' notice is required. If the employee does not request Union representation, Union representative(s) shall nevertheless be entitled to be present as a non-active participant at any and all such meetings. Upon agreement by both parties, the five (5) business day notice can be waived.

### **Section 3. Issuance of Discipline**

The Employer shall take no disciplinary action against an employee if more than thirty (30) business days has elapsed from the date the Employer knew or should have known of the incident giving rise to the discipline. Upon agreement with the bargaining unit and the employer, the thirty (30) business days can be waived if an extension is requested by either party.

## **ARTICLE 13**

### **GRIEVANCE PROCEDURE**

#### **Section 1. Definition of a Grievance**

A grievance is defined as any difference, complaint or dispute 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.

#### **Section 2. Subject Matter**

Only one subject matter shall be covered in any one grievance. A written grievance shall contain a statement of the grievant's complaint, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee's) and the date.

#### **Section 3. Grievance Processing**

No employee or Union representative shall leave their work assignment to investigate, file or process grievances without first making mutual arrangements with their supervisor as well as the supervisor of any other work station to be visited, and such mutual arrangements shall not be denied unreasonably. In the event of a grievance, the employee shall always perform his/her assigned work task and grieve his/her complaint later, unless the employee reasonably believes that the assignment endangers his/her safety.

#### **Section 4. Grievance Procedure**

Any grievance or dispute that may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

**Step 1:** The Union Rep, and/or the employee, shall take up the grievance or dispute with the employee's immediate supervisor within Seven (7) business days of the date of the grievance, the employee's knowledge of its occurrence or the employee has been affected. In the event of a grievance, the employee shall perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his/her safety. The supervisor shall attempt to adjust the matter and shall respond to the Union Rep and/or the employee within seven (7) business days. If an employee desires to process a grievance in his/her own behalf, the Union may be present at the hearing.

**Step 2:** If the grievance has not been settled, it shall be presented in writing by the grievant or his representative to the Sheriff, or his designee, within business Seven (7) days after the supervisor's response is due. The Sheriff or his designee will respond to the Labor Council

Rep or the employee in writing within Seven (7) business days and indicate whether the Sheriff or his designee will hear the grievance (all management rights issues), or the County Board Grievance Committee will hear the grievance (all financial issues.)

A hearing will then be conducted within fifteen (15) business days after receipt of the Sheriff's directional decision. A written decision will be issued to the grievant and the Labor Council (and the Sheriff when heard by the County Board) within five (5) business days after the hearing date.

The grievant (or the Labor Council on his behalf) may mutually agree to waive the time limits herein, or a hearing by either the Sheriff or the County Board.

A business day is defined as Monday through Friday, excluding holidays.

## **Section 5. Arbitration Procedures**

If the grievance is not settled in Step Two, the matter may be referred for arbitration by written request by the Labor Council within fifteen (15) business days of either Employer's answer in Step Two. Arbitration shall proceed in the following manner:

- (a) The Employer and the Union shall each appoint a representative to the arbitration panel. The two arbitrators shall in turn, by mutual agreement, select a third arbitrator to serve as chairman of the arbitration panel. In the event the two arbitrators are unable to agree upon the third arbitrator, they shall obtain a list of recognized arbitrators from an organization that is recognized as providing such lists, such as the Public Employees Labor Mediation Roster or Federal Mediation and Conciliation Service. Upon receipt of such list, each party shall strike a name from the list, until there is one name remaining. The remaining individual shall be the third party and the chairman of the panel.
- (b) The arbitrators shall promptly review the grievance and the information and decisions rendered at the various steps of the grievance procedures. The arbitrators shall confer with the parties to this grievance as necessary and may hold a hearing at the option of the neutral arbitrator. The scope of the hearing shall be at the sole discretion of the neutral arbitrator. The hearing shall only be open to all parties in interest.
- (c) The arbitrators shall issue their decision not later than sixty (60) calendar days from the date of closing of any conference or hearing, if necessary, or if no conference or hearings are required, then from the date when the final grievance documents are submitted to them.
- (d) The decision of the arbitrators shall be in writing and shall set forth the findings of fact, reasoning and conclusions of the issues submitted.
- (e) The decision of the arbitration panel shall be binding to the parties concerned in the grievance.
- (f) The cost of the arbitration panel shall be borne equally by the Union and the Employer.
- (g) If the Arbitration Board calls for meetings or hearings, and these meetings cannot be held during the normal working hours of the grieved patrol employee, then no additional compensation or overtime payment shall be made by the Employer to the grieved employee, witnesses, or representatives of the Union.

## **Section 6. Processing Grievances**

The arbitrators may interpret the Agreement but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

Union Stewards and employee members may investigate and process grievances during scheduled working hours without loss of pay consistent with the provisions of Section 3 above.

## **ARTICLE 14 SENIORITY**

### **Section 1. Definition of Seniority**

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire as a Sheriff's Department employee for the County of Kankakee.

### **Section 2. Probation Period**

An employee is a "probationary employee" for his/her first twelve (12) months of employment and until he/she successfully completes state mandated P.T.I. or equivalent schooling. No matter concerning the discipline, layoff or termination of, a probationary employee shall be subject to the grievance and arbitration procedures. At the request of the Union, however, the Employer, through a designated representative, shall discuss the termination of the probationary employee with the Union, provided the request is made within seventy-two (72) hours following the termination. A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he/she has completed his/her probationary period. Upon the completion of his/her probationary period, he/she will acquire seniority from his/her date of hire.

### **Section 3. Seniority List**

The Employer and Union have agreed upon a seniority list setting forth the present seniority dates for all employees covered by this Agreement which shall become effective on the date of execution of this Agreement. Such list shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. The agreed list is attached hereto as Appendix C and made a part hereof.

### **Section 4. Termination of Seniority**

An employee shall be terminated by the Employer and his/her seniority broken when he:

- (a) quits; or
- (b) is discharged for just cause; or
- (c) is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months; or
- (d) accepts gainful employment while on an approved leave of absence from the Sheriff's Police Department; or

- (e) is absent for three consecutive scheduled work days without proper notification or authorization; or
- (f) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days; or
- (g) retires.

## **Section 5. Seniority While On Leave or Assignment to Exempt Position**

Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence. However, employees will continue to accrue seniority credit for all time spent while maintaining continuous employment in an exempt (non-bargaining unit) position within the Kankakee County Sheriff's Department. Will Hold Rank they obtained while exempt.

## **Section 6. Conflicts in Vacation**

Employees shall select the periods of their annual vacation on the basis of seniority, provided however, that no employee shall have priority in selecting vacation for more than two (2) weeks per year.

# **ARTICLE 15**

## **LAYOFF/RECALL/VACANCIES**

### **Section 1. Layoff**

In the event the Employer determines a layoff is necessary, employees shall be laid off within each particular job classification in the inverse order of their seniority unless compliance with jail standards, state, or federal law require otherwise. The Employer agrees to inform the Union in writing not less than thirty (30) days prior to such layoff and to provide the Union with the names of all employees to be laid off in such notice. Layoffs may be initiated by the Employer only when there are insufficient funds to continue operating the department at existing levels.

### **Section 2. Layoff Order**

- (a) Probationary employees shall be laid off first, and then full-time employees shall be laid off in inverse order of their seniority. Individual employees shall receive notice in writing of the layoff not less than thirty (30) days prior to the effective date of such layoff.
- (b) A command officer laid off from his position may elect to return to a lower rank in the bargaining unit, seniority permitting, or may elect to return to corrections officer rank and bump into the seniority roster causing the layoff of the least senior corrections officer. Any officer bumped from his position may elect the same procedures, bumping into lower ranks in the bargaining unit or to corrections officer rank, as the case may be.

### **Section 3. Recall**

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 shall have been given the opportunity to return to work. Command officers who have elected to bump into lower ranks shall have first priority, according to their seniority, to be recalled to command ranks, provided they have previously held the rank which is subject to recall.

## **Section 4. Vacancies**

Whenever a job opening occurs in any existing job classification or as the result of the development or establishment of new specialty assignments (i.e. transportation, classification etc....) or promotion, a notice of such opening shall be posted on all bulletin boards for not less than Seven (7) days prior to the proposed implementation of the new job.

Only employees that are PTI Certified and have Two (2) or more years of service shall be eligible for transfer to specialty assignments, or promotion. During the posting period employees who wish to apply for the open position or job, including employees on layoff, may do so. The application shall be in writing, and it shall be submitted to the employee's immediate supervisor.

The Union shall receive a copy of all job vacancies and a list of all new employees within the Bargaining Unit.

In the event two (2) or more employees are equally qualified to fill a vacancy, the most senior employee shall be appointed.

Specialty assignments defined as a post that is not represented on any of the three shifts. Midnights, Day or Afternoons.

## **ARTICLE 16 INDEMNIFICATION**

### **Section 1. Employer Responsibility**

The Employer shall be responsible for, hold employees harmless from and pay for damages or moneys that may be adjudged, assessed or otherwise levied against any employee covered by this Agreement.

### **Section 2. Legal Representation**

Employees shall have legal representation by the Employer in any civil cause of action brought against an employee resulting from or arising out of the performance of duties.

### **Section 3. Cooperation**

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

### **Section 4. Applicability**

The Employer will provide the protections set forth in Section 1 and Section 2 above, so long as the employee is acting within the scope of his employment and where the employee cooperates, as defined in Section 3, with the Employer in defense of the action or actions or claims. Intentional acts of misconduct shall not be covered by these provisions.

## **ARTICLE 17 HOLIDAYS**

### **Section 1. Holidays Recognized and Observed**

Effective 12-1-24, the following days shall be recognized and observed as paid holidays:

New Years Day	July 4 <sup>th</sup>
Labor Day	Juneteenth
Martin L. King's Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Christmas Day	
In the event that the County Board designates more than 13 holidays in a year, bargaining unit employees will be entitled to the additional holidays	

## **Section 2. Holiday Work**

Corrections officers 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.)

Corrections officers who do not work an observed holiday will receive eight 8 1/2 hours of regular pay, or 8 1/2 hours Comp Time in addition to having the holiday off.

Corrections officers 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.

In order to be eligible to receive holiday pay as referenced herein bargaining unit employees must work both the day before and the day after a holiday, unless on approved leave off - on either or both the day before or after a holiday. If on approved leave off before or after the holiday (vacation, personal, comp), employees must work the day before or after the approved day off.

## **Section 3. Holiday Call-Out**

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

## **Section 4. Holidays Observed**

Corrections officers shall observe the following holidays on their actual day of occurrence: Christmas, New Year's Day, and Independence Day. All other holidays shall be observed on the same day as all other County and Sheriff's Department administrative employees, including those referenced herein.

# **ARTICLE 18**

## **VACATIONS**

### **Section 1. Eligibility and Allowances**

Employees shall start to earn vacation allowances as of their date of hire but their service date shall be January 1 in accordance with past practice.

Vacation allowances for Corrections Officers shall be earned annually based on the following schedule:

At least one (1) year of service:	42.5 hours per year
At least two (2) years of service:	85 hours per year
At least eight (8) years of service:	127.5 hours per year
At least fifteen (15) years of service:	170 hours per year
At least twenty one (21) years of service	178.5 hours per year
At least twenty two (22) years of service	187 hours per year
At least twenty three (23) years of service	195.5 hours per year
At least twenty four (24) years of service	204 hours per year
At least twenty five (25) years of service	212.5 hours per year

## **Section 2. Vacation Pay**

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

Employees shall receive their vacation pay no later than three (3) days prior to the start of their vacation period at the employee's request in accordance with current payroll practice.

Such request must be made not later than the pay period prior to the employee's scheduled vacation.

## **Section 3. Choice of Vacation Period**

Vacations shall be granted at the time requested by the employee. Requests for blocks of vacation time shall be submitted not later than April 1<sup>st</sup> of each year. The Employer shall advise each employee of the approval/disapproval of their vacation request no later than April 15<sup>th</sup> of each year. Employees who have their first choice denied must resubmit a second request not later than May 1<sup>st</sup> of each year. The Employer then must advise the employee not later than May 15<sup>th</sup> of each year of the approval or disapproval.

If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his/her choice of vacation period in the event of any conflict over vacation periods provided, however, that no employee shall receive priority in vacation scheduling for more than two weeks in any calendar year. Employees with seventeen (17) years or more years of service will be given three 3 weeks' vacation priority.

Vacation shall be taken each year by December 31, unless the employee becomes eligible for vacation on his first anniversary date that occurs in October, November, or December. In this instance, an employee must use his vacation time within the first three (3) months of the following year. An employee who fails to comply with the vacation request provisions contained herein in any year and whose vacation time has not been scheduled and approved by October 1<sup>st</sup> of that year, and whose vacation time cannot be rescheduled before December 31<sup>st</sup> due to staffing levels or other restrictions, shall forfeit his vacation allowance for that year. On January 1<sup>st</sup>, all unused vacation time will be paid out at the employee straight time rate of pay.

If the Employer is unable to grant the vacation request of the employee or reschedule the vacation (by mutual agreement), the employee shall be compensated for each day of unused vacation at the employee's straight time rate of pay.

## **Section 4. Holiday During Vacation Period**

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee shall receive eight and half (8 1/2) additional hours of pay in accordance with Article 17, Section 2, of this Agreement.

## **Section 5. Work During Vacation Period**

Any employee who is requested to and does work during his/her vacation period shall be paid for regular hours at a rate of time and one-half 1/2 of his/her regular rate of pay. In addition, the employee's vacation (with pay) shall be rescheduled to any future period the employee may request subject to other provisions of this Agreement.

## **Section 6. Vacation Rights in Case of Layoff or Separation**

Any employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking his/her vacations shall be compensated in cash for the unused vacation he/she has accumulated at the time of separation. Payment shall be made within fifteen (15) days after separation of active employment.

# **ARTICLE 19**

## **SICK LEAVE**

### **Section 1. Allowance**

It is the policy of Kankakee County to provide protection for its full-time employees against loss of income because of illness. This paid benefit may be used for illness or injury of the employee, employee's dependent or employee's family (See Bereavement List). All eligible employees are encouraged to save as much sick leave as possible to meet serious illness situations. 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. Sick leave is not intended for a one-day vacation nor to be used to extend vacation period or holidays. If non approved sick time is taken before/ after a vacation or an observed holiday a Doctor/Physician's assistant note shall be provided on his first scheduled day back, if no note, progressive discipline will be implemented.

Employees must work at least one (1) eight and a half 8 1/2 hour shift in order to receive sick time for the calendar year

### **Section 2. Accumulation**

Sick leave will be granted after one (1) continuous year of employment from his/her original date of hire

After one (1) year of service:	42.5 Hours per year
After two (2) years of service:	102 Hours per year
After five (5) years of service:	127.5 Hours per year

After the first four (4) months of employment, January 1<sup>st</sup> of the next year will constitute the anniversary date for the employee. Sick leave may be accumulated up to, but not more than two hundred (200) days.

Effective January 1, 20, any accumulated sick leave will be placed in an extended illness bank.

At the beginning of each calendar year (Jan. 1), each employee who is eligible to receive sick time benefits will have the following sick time balance with the remaining balance accrued placed in their extended illness bank.

After 1 year of Service: 5 days	3 sick days	2 days in extended illness bank
After 2 years of Service: 12 days	7 sick days	5 days in extended illness bank
After 5 years of Service: 15 days	10 sick days	5 days in extended illness bank

#### SICK TIME

1. Officers are required to call off to a Correctional Supervisor two (2) hours prior to his assigned shift. The employee must have sick time to be able to call off sick. If the Employee has no sick time and calls off sick, it will be considered an unexcused absence and the employee will be subject to progressive discipline. Three (3) unexcused absences for having no sick time within the same year may result in termination.
2. If the employee does not have sick time, but the employee has sick time in their extended illness bank and they call off sick, the employee is required to provide a Dr. note/physician statement in order to use sick time from their extended illness bank. Failure to provide a Dr. note/physician statement will be considered an unexcused absence. If the employee is absent for three (3) or more scheduled working days, the employee must have a Dr. note/physician statement to return to work.
3. For absences of less than three (3) days, the employee may be required to provide a Dr. note/physicians statement within 48 hours of their return to work. For purposes of the article, a physicians statement is acceptable if provided from a physician or physician's assistant or nurse practitioner.
4. On the last day of the calendar year, any sick time will be automatically transferred to the employees extended illness bank.
5. All foreseeable Sick leave shall require a specific prior approval of the Sheriff/designee and may require the certificate of a medical doctor giving information as to the circumstances involved.
6. 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 (FMLA).
7. Failure to apply for a leave of absence for extended illness upon expiration of all such benefits will result in automatic termination.
8. Employees with two (2) years of service or more, and who use four (4) days or less during the entire calendar year will receive a non-use sick leave bonus of one thousand dollars \$1,000. This bonus will be paid on the second pay period of January of the following year.

9. If an employee needs to schedule a medical appointment, when possible, he/she should attempt to make the appointment so that it does not conflict with his/her work schedule.
10. All foreseeable sick leave requires the approval of the Administration.
11. Notice of an employee's desire to return to work after an extended illness must be provided to the Administration no less than twenty-four (24) hours in advance.
12. Upon termination from the County Service, accumulated but unused sick time benefits will not be paid unless Article 19 Section 5 applies.

#### Extended Illness Guidelines

1. Any time an employee has a doctor's excuse substantiating the need to be off work for a medical condition, their time may be used from the Extended Illness Bank. This may also hold true for any sickness in the immediate family (with a Doctor's excuse). A copy of the Doctor's excuse must also be submitted by Administration to the payroll department.
2. If an employee is hospitalized, the accumulation in the Extended Illness Bank will be used to continue the employee's regular pay. This will still require an approved statement from the physician.
3. If the employee exhausts the Extended Illness Bank, and remains off work, any sick or vacation, compensatory time, and personal days may be used to extend the employees regular pay.
4. If the employee is eligible for I.M.R.F. disability payments, they may apply after the appropriate waiting periods have been achieved (see I.M.R.F policy). No individual may receive I.M.R.F. disability payments at the same time he or she will be paid from the Extended Illness Bank retroactively from the first day of illness.
5. If an employee is hospitalized as a result of illness, immediately following days of illness, he or she will be paid from the Extended Illness Bank retroactively from the first day of the illness
6. Employees undergoing outpatient surgery may be paid from the Extended Illness Bank from the day of surgery.
7. A maximum of 200 days may be stored in the Extended Illness Bank as of December 31 of each year.
8. While an employee is utilizing time from his or her Extended Illness Bank, employees will continue to accrue Vacation and Sick Time. However, that time may not be used until the employee returns to work on a full-time basis.
9. An employee who terminates service with the County will not be paid for any unused time in their Extended Illness Bank unless Article 19 Section 5 applies.

10. If an employee requires ongoing treatment for an injury or illness, the employee may utilize time from their Extended Illness bank beginning on the fourth day of absence, providing there is proper documentation from the employee's physician.
11. An employee is eligible to utilize extended illness bank time for any approved FMLA leave.

### **Section 3. Procedures**

No employee will be permitted to take leave if it has not been earned.

Sick leave shall be paid at full pay at the current rate of compensation.

Any absence of three (3) working days or longer may require a physician's (physician's assistant and/or nurse practitioner) statement of release and verification substantiating that he may return to work. In addition, the Sheriff/designee may request, when sick leave abuse is suspected, a physician's statement (physician's Assistant and/or nurse practitioner) 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 Sheriff no less than twenty-four (24) hours in advance.

Sheriff/designee or any authorized authority 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 Sheriff's Department 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.

### **Section 4. Abuse of Leave**

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

### **Section 5. Sick Leave Buyback**

Employees who retire will receive payment for 50% of their accumulated sick time bank, up to a maximum of eighty (80) days. For purposes of sick time buy-out only, retirement will be considered when an employee leaves county employment in good standing with twelve (12) 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.

### **Section 6. 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.

### **Section 7. Maternity Leave**

Pregnancy shall be treated the same as any other illness.

## **ARTICLE 20** **LEAVES OF ABSENCE**

### **Section 1. Eligibility Requirements**

Employees shall be eligible for leaves of absence after one (1) year of service with the Employer.

### **Section 2. Application for Leave**

Any request for a leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. Authorization for leave of absence shall be furnished to the employee by the Sheriff, and it shall be in writing.

Any request for a leave of absence shall be answered promptly. Requests for immediate leaves (for example, sickness or death) shall be answered before the end of the shift on which the request is submitted.

A request for a leave of absence not exceeding one (1) month shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within fifteen (15) days.

In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was requested.

### **Section 3. Paid Leaves**

#### **(a) Jury Duty/Civic Duty**

Upon notice to the Employer, bargaining unit 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 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. The employee will report to work when not required to be in court during regular work hours.

Attendance in court in connection with an employee's official duty or in connection with a case in which the County of Kankakee 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 County of Kankakee is not a party.

Employees required to work during the entire time polls are open on Election Day shall be granted one (1) hour paid leave to vote.

#### **(b) Bereavement**

Bereavement leave up to three (3) calendar days to attend services with pay at straight time shall be given to an employee in case of death in the immediate family (father, mother, spouse,

child, sister, brother, mother-in-law, father-in-law, grandchild, brother-in-law, sister-in-law, grandparents, stepchild or step-parents, or any person the employee has legal guardianship over, and the significant other of those involved in a civil union as defined by Illinois Statutes).

If additional time is needed, employees may use up to three (3) days of time from their sick day allowance, if approved by the appropriate department head. Employees may use up to three (3) days of time from their sick day allowance to attend services for other family members or a friend of the employee, if approved by the department head. Employees may be eligible for additional bereavement leave under the Family Bereavement Leave Act.

As a condition to the granting of such emergency leave, the employee shall submit satisfactory proof of death and/or proof of relationship of the deceased to the employee if requested.

(c) **Military Service**

Employees who enter the armed services of the United States, or who are members of the National Guard or any Reserve Components of the Armed Forces of the United States shall be entitled to all the rights and privileges conferred by any applicable federal or state law, Act, Executive Order, or regulations. In addition, insofar as the rights and privileges are not diminished, employees shall be entitled to any additional benefit conferred by the policy of the Employer. Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity. An employee who is a member of a reserve component of the armed services or the Illinois National Guard shall be granted annual training leave. The County shall pay the difference between the government base pay and the employee's base salary in compliance with 330 ILCS 61/5-10. Military training leave shall be granted without the loss of other leave time—Any employee who enters into active service in the armed forces of the United States while in the service of the Employer shall be granted a leave of absence for the period of military service.

(d) **Employer Required Education Leave**

The tuition and fees for authorized courses of instruction, workshops, seminars and any other continuing educational courses which are work related and required by the Sheriff shall be paid for by the Sheriff without any loss in employee's time and rate of pay.

(e) **Personal Leave**

All bargaining unit employees shall receive three (3) personal leave days per year after completion of their first year of employment and each year thereafter. Personal leave should be approved in advance however to address unforeseen events, personal leave can be called in two (2) hours prior to the start of the employee's scheduled shift. Personal leave may not be accumulated from year to year. At years end and provided that the employee has made at least 2 requests(per day) to use a day that was denied, unused personal leave days, at the employee's direction, shall be paid out at the employee's regular rate of pay. If the above steps are not followed personal leave shall be forfeited. Requests for personal leave shall not be unreasonably denied. Pre-Approved personal days may be used on a holiday, Emergency

personal days may not be used on a holiday. Limit 2 per shift. In the event of extraordinary circumstances exceptions may be made if approved by administration or designee. If used with no available personal time, docked pay/progressive discipline will be followed.

#### **Section 4. Unpaid Leaves**

The Sheriff may grant, at his discretion, a leave of absence under this subsection to any bargaining unit employee for good and sufficient reason and may prescribe the terms and conditions for such leave, including whether or not such leave shall be with pay. However, such leave may not exceed six (6) months but may, with good cause, be extended for an additional six (6) month period. The provisions contained within this subsection do not include those remaining leaves provided for within this Article.

#### **Section 5. Benefits During Leave**

Neither holidays, vacation, nor sick pay shall be earned while on an unpaid leaves of absence.

#### **Section 6. Abuse of Leave**

During any leaves granted pursuant to the terms of this Agreement, regardless of being with or without pay, an employee may not be gainfully employed or independently self-employed without prior approval by the Employer. Violation of the provisions contained within this Article shall subject the employee to discipline up to and including discharge.

#### **Section 7. Failure to Return From Leave**

Failure to return from a leave of absence within three (3) working days after the expiration date there from shall be cause for immediate discharge with loss of all benefits and rights (excluding grievance/arbitration) accrued pursuant to the terms of this agreement. The provisions contained herein shall not apply in cases where it was impossible for the employee to return and evidence of such is provided Employer within three (3) working days after the expiration of such leave of absence or as soon as practical.

## **ARTICLE 21** **HOURS OF WORK/OVERTIME**

#### **Section 1. Definitions**

- (a) Regular Hours: Consecutive hours of work which may be interrupted by rest and/or meal periods, as allowed pursuant to this labor agreement.
- (b) Work Week: A regularly recurring period of 168 hours consisting of seven (7) consecutive 24-hour periods beginning 10:45 PM on Saturday.
- (c) Work Day: Eight and one-half (814) hours of work for corrections officers.
- (d) Work Shift: Eight and one-half (834) hours of work for corrections officers beginning at a regular, designated time and ending at a regular, designated time.

#### **Section 2. Work Schedule**

All regular, full-time employees shall be scheduled to work a regular work shift.

Work schedules showing the employees normal shifts, work days, and hours for the next month shall be posted on designated department bulletin boards at all times. Quarterly shift change schedules will be posted twenty-one (21) days prior to the beginning of the schedule, and seven (7) days prior to the beginning of all monthly schedules.

Except for emergency situations, work schedules shall not be changed.

The Employer's regular work schedule will consist of at least a supervisor (including one (1) male and one (1) female).

In the event the scheduled employee is unable to work as scheduled, every reasonable effort must be made to call in another qualified employee to fill the vacant position.

### **Section 3. Work Assignments**

Each November 1st through November 5th employees with the classification of correctional officer (including all rank titles in the bargaining unit) shall submit written bids for shift assignment for implementation in the following calendar year. Employees will submit bids for each four (4) month assignment: starting January 1st, May 1st, and September 1st. The employee will then post the schedule for the entire next year by December 10th.

The Sheriff/Designee will make shift assignments in a fair manner based upon the employees shift bids, manpower needs, and maintain the reasonable operating needs of the Department of Corrections Division for each respective period: January through April, May through August, and September through December. Seniority and prior denials of shift preferences shall be additional considerations.

When a vacancy occurs during the year, and if more than four (4) months remain in the calendar year, current employees shall be able to exercise seniority rights prior to a new hire (who has completed his/her initial training period) being assigned to the preferred shift of an existing employee. The employer will announce the vacancy to be filled via a Seven day (7) posting and will fill the position with the most senior employee unless it creates a hardship for the shift they are currently assigned to.

The employer recognizes that emergencies and unexpected life changing events can happen and such will give due consideration to requests for transfer made throughout the year. The employee will submit a letter to the employer describing the circumstances and the shift requested. Once a letter is submitted to the employer, the employer has ten (10) business days to approve or deny the request. If it does not create a hardship of that shift they are currently assigned.

### **Section 4. Overtime**

#### **(a) Rate of Pay**

Time and one-half (1/2) an employee's straight time hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

#### **(b) Daily**

All work performed in excess of eight and one-half (8 ½) hours in any work day for corrections officers.

(c) Weekly

All work performed in excess of forty-two and one-half (42 1/2) for corrections officers.

(d) Before or After Regular Hours

All work performed before or after any scheduled shift.

(e) Distribution

Overtime work shall be offered to employees working within the same job classification on the basis of seniority and equalization. The distribution of "offered overtime" shall be equalized over each Twelve (12) month period following the effective date of this Agreement.

On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the most seniority as per the posted seniority list.

The procedure shall be followed until the required employees have been selected for overtime work. Provided, however, that any employee who is sick or otherwise unavailable for his regular shift need not be offered available overtime during the next two (2) shifts. If, after a reasonable attempt, an employee cannot be contacted, the next eligible employee shall be contacted

A record of overtime hours worked by each employee shall be posted in the department bulletin book monthly.

(f) Mandatory Overtime

The Union and its employee members acknowledge that bargaining unit work, by law, must be performed twenty-four (24) hours a day, three hundred and sixty-five (365) days a year. The Union and its members recognize that overtime is a necessity because of the nature of the bargaining unit and the limited number of personnel available.

If all employees refuse a voluntary overtime assignment, mandatory overtime shall be assigned in the same manner as the above-described, except that it shall be in reverse seniority order, from the least senior on a rotating basis. Refusal to accept mandatory overtime may result in discipline, per the provisions contained in the Discipline Article herein.

If an employee is mandated for eight (8) hours, any two employees may split the overtime. However, the employee that was mandated will be the only one to move his or her name on the mandation list.

Employees working the midnight shift cannot be mandated for dayshift if they have a preapproved (vacation, compensatory, personal, sick, extended illness) day off for their following scheduled day to work. Employees working dayshift cannot be mandated for afternoon shift if they have a pre-approved (vacation, compensatory, personal, sick, extended illness) day off for their following scheduled day to work. Employees working the afternoon shift cannot be mandated for the midnight shift if they have a preapproved (vacation, compensatory, personal, sick, extended illness) day off for their following scheduled day to

work. Employees may be called for overtime, but cannot be mandated except for unforeseen circumstances.

Employees will not be mandated for the second half of the next shift. Examples are: midnight shift cannot be mandated to work dayshift 1100 hours to 1500 hours. Dayshift cannot be mandated for afternoon shift from 1900 to 2300 hours. Afternoon shift cannot be mandated for 0300 hours to 0700 hours.

The employer/designee will provide employees notice of probable mandation as early in the shift as possible. However, no employee will be mandated until two (2) hours before the end of their shift. Once an employee is mandated any call back must have the approval of the employee that was mandated to accept the overtime.

If assigned to a Specialty Assignment, the officer will be removed from the Mandation list until they are reassigned to a normal shift. In the event of an unusual occurrence all staff will be subject to mandation.

Refusal to accept mandatory overtime may result in discipline for insubordination, per the provisions contained in the Discipline Article herein.

January 1st of each year the mandation list starts fresh starting with the least seniority on the bottom and most seniority on top.

First call for overtime will start with the most senior non-supervisor officers to the least senior non-supervisor officer until an officer accepts the overtime. Once the first overtime is accepted the next time overtime is called for will begin with the next officer below the officer that accepted the previous overtime.

If no officer accepts the overtime, supervisors will be called from most senior from hire date to least senior. If a supervisor accepts the overtime the next time the supervisors are called for overtime, the first supervisor to be called will be the next supervisor after the supervisor that accepted the last overtime.

If no officers or supervisor accepts the overtime, then officers will be mandated. The only time a supervisor can be mandated is if the shift is short as supervisor, a first responder, a female, or there is no other officer to mandate.

No officer shall be mandated for the second half of a shift if is there scheduled day off.

Example: No afternoon shift officer shall be mandated for dayshift for the hours of 1100-1500 on a scheduled day off.

Example: No dayshift officer shall be mandated for midnight shift for the hours of 0300-0700 on a scheduled day off.

Example: No midnight officer shall be mandated for afternoon shift for the hours of 1900-2300 on a scheduled day off

Any officer conducting a transport that extends at least 4 hours after their assigned shift will be allowed to move their name on the mandation list.

The procedure shall be followed until the required employees have been selected to cover the necessary overtime. In the event of a supervisor or correctional officer calls off sick, will be ineligible for overtime for the two (2) shifts following the shift they called off sick. A reasonable attempt will be made to call each supervisor and correctional officer in accordance with the overtime calling procedure.

(g) Call-Back

Any employee called back to work outside of his scheduled shift shall be paid for a minimum of two (2) hours at the rate of time and one-half (1%) or the actual hours worked, whichever is greater.

(h) Call-Back Eligibility

An employee who is not scheduled to work or who has been relieved from his shift and who returns to duty on another shift at the Employer's request is eligible for call-back time.

## **Section 5. Meal Periods**

All employees shall be granted an uninterrupted meal period of thirty (30) minutes during the work shift. Whenever possible, the meal period shall be scheduled near the middle of each shift. When experienced personnel are available to maintain minimal staffing requirements, the employee may be relieved.

## **Section 6. Rest Periods**

The Employer recognizes that rest periods of approximately fifteen (15) minutes each should be provided all employees. All employees working an eight-hour shift shall receive two (2) rest periods during each shift. The employees recognize the nature of the bargaining unit work is such that the formal scheduling of such rest periods is not reasonable.

Rest periods may be taken by the employee during each shift so long as the employee's rest period is not scheduled in a manner which seriously interferes with performance of the employee's work.

# **ARTICLE 22**

## **WAGES AND COMPENSATION**

### **Section 1. Wage Schedule**

Employees shall be compensated in accordance with the wage schedule attached to this Agreement as Appendix D and made a part hereof. The wages listed in Appendix D of this Agreement reflect increases. On 12/1/2024 a 4% wage increase will be added to each step of the wage schedule including employees at 21+ years of service. Thereafter wage increases are 4.0% on 12/1/2025 and 3% on 12/1/2026. The wage adjustment and salary increases are retroactive to December 1, 2024 shall be applicable on all hours compensated, including overtime pay and shall be paid to current covered members (as of the date this agreement is executed) and to covered members who retired or resigned from their employment, or who were promoted out of the bargaining unit between December 1, 2024 and the date upon which this Agreement is executed.

## **Section 2. Shift Differential**

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

Afternoon Shift	\$140.00 per month
Midnight Shift	\$110.00 per month

## **Section 3. Pay Period**

The salaries and wages of employees shall be paid 26 times per year.

## **Section 4. Compensatory Time**

Employees may choose to receive compensatory time in lieu of overtime compensation. Compensatory time may be accumulated up to a maximum of ninety (90) hours. Compensatory time shall be calculated at the rate of 1 1/2 hours of compensatory time for each hour of overtime worked. Such election shall be made at the time such overtime is actually worked. At the end of each fiscal year all accrued compensatory time over forty (40) hours shall be paid to each employee in the last pay period of the current fiscal year in a separate check at their straight time hourly rate of pay.

## **Section 5. Educational Incentive**

The Employer agrees to pay monthly educational incentive pay to employees who have completed the number of college semester credit hours listed below:

40-59 Hours	\$40.00 per month	\$60.00 per month
60-119 Hours	\$100 per month	
120 Hours or more	\$40.00 per month	\$60.00 per month

## **Section 6. FTP Pay**

Any bargaining unit corrections employee assigned as a Field Training Officer shall receive \$75 per pay period.

## **Section 7. Non-Tobacco Use Incentive**

Any officer who does not use tobacco in any form will receive \$12.50 per pay period. Any officer accepting this incentive will be tobacco free while on duty or off duty. Any officer that accepts the incentive and then violates its provisions shall be subject to progressive discipline.

## **Section 8. Physical Fitness Incentive**

Effective December 1, 2024, the Employer will pay officers (either Tier 1 \$22.50; Tier 2 \$45.00; or Tier 3 \$67.50) who successfully complete the physical fitness evaluation according to the chart in Appendix F. The test may be administered no more than twice a year and will be conducted by a certified outside agency but officers shall not be required to take the test more than once per year. Officers will not be paid overtime for the testing period. The incentive will be paid to the employee following the successful completion of the test and will remain in effect until the next test.

## **Section 9. First Responder Pay**

All eligible employees who pass the written and skills exam administered by the medical department or their designee will be compensated at the rate of \$100 per month. It is mandatory that all First Responders be reevaluated once per year.

## **ARTICLE 23 CLOTHING ALLOWANCE**

### **Section 1. Allowance Amount and Payment**

Effective 12/1/24, all corrections officers shall receive a yearly clothing allowance of \$1,000.00; this clothing allowance is to be paid in the first pay period of December each year.

Those employees who have a full time hire date of June 1 or later will not be eligible for the clothing allowance for that year.

The Employer will supply all new hires with equipment listed in an Appendix attached hereto and made part of this Agreement. If the new employee is separated from their employment with the Kankakee county Sheriff's Department within one year of their hire date, all issued equipment shall be returned to the Employer. Additionally, current employees who have not previously purchased a coat shall receive one upon written request to the Employer.

### **Section 2. Uniform Changes**

The Employer shall pay for all expenses incurred because of uniform and/or equipment changes made by the Employer.

### **Section 3. Damaged Uniforms**

Any portion of an employee's clothing or equipment, including personal property required in the performance of duty, which is damaged or stolen in the line of duty, shall be replaced by the Employer.

## **ARTICLE 24 INSURANCE AND PENSION**

### **Section 1. Medical Insurance Coverage**

The County maintains a group medical and hospital insurance program for all regular full-time employees. The County shall provide group medical and hospital insurance for all employees covered by this Agreement and their eligible dependents as prescribed within the terms and conditions of the policy or plan. The County reserves the exclusive right to change carriers and/or to self-insure, so long as the level of benefits remains substantially similar.

### **Section 2. Insurance Cost Allocation**

Commencing January 1, 2025, the County will pay seventy-five percent (75%) of the insurance premium for the medical and hospital insurance, and the employee shall pay twenty-five (25%) of the premium for single or family coverage. The employee's share of the premium shall be deducted from the employee's paycheck, whenever practicable. Each individual employee is responsible for payment of deductible and expenses which are not covered by insurance.

All employees shall participate in the insurance program offered by the County, unless they opt out during an annual open enrollment period established by the County, in which case the employee may not re-enroll until the following annual open enrollment period. Employees who opt out shall not be entitled to any compensation as a result of such action.

### **Section 3. Cost Containment**

The County reserves the right to maintain or institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures. The County and the Union shall establish a joint committee to study insurance cost containment during the term of this Agreement. The Committee, which shall be advisory only, shall meet at least quarterly unless otherwise mutually agreed.

### **Section 4. Terms of Insurance Policies to Govern**

The extent of coverage under insurance policies or plans referred to in this Article shall be governed by the terms and conditions set forth in the applicable policies or plans. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy or plan and shall not be subject to the grievance procedure set forth in this Agreement.

### **Section 5. Life Insurance**

The existing term life insurance benefit will not be reduced during the term of this Agreement, provided that the County reserves the right to change carriers or self-insure this benefit at any time.

### **Section 6. Pensions**

The Employer shall continue to contribute on behalf of the employees to the Illinois Municipal Retirement Fund in the amount the Employer is required to contribute by State statute.

### **Section 7. Dental Insurance**

If the employer offers a comprehensive dental insurance plan to County employees, the employer shall offer the same plan, with the same terms to the F.O.P. bargaining unit employees. The Employer shall determine which insurance company will be used and what coverage will be offered.

### **Section 8. Funeral and Burial Benefit**

The Employer agrees to pay funeral and burial expenses, in the amount of ten thousand (\$10,000) dollars, of any employee who dies on duty. "On duty" is defined as an employee who is "clocked in".

### **Section 9. Survivor's Insurance Benefit**

The Employer agrees to provide benefits to any correctional officer who suffers a catastrophic injury or is killed in the line of duty, and such correctional officer's spouse and/or children, to the extent required under the Public Safety Employee Benefit Act (820 ILCS 320/1 et seq).

### **Section 10. Retirement Incentive**

Any Corrections Employee who is at least fifty-five (55) years of age, has twenty (20) or more years of continuous service as a Kankakee County Sheriff's Department employee, and retires, shall have

\$12.50/month for each year of service completed paid on the employee's behalf by the Employer for county health insurance coverage until the employee reaches the age of eligibility for Medicare coverage. In the event an employee receives health insurance coverage from a provider other than Kankakee County and other than from his employment elsewhere, the employee shall notify the Employer of the name of the provider to which payment shall be made.

## **ARTICLE 25** **LABOR MANAGEMENT/SAFETY COMMITTEE**

### **Section 1. Labor Management Conferences**

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a labor-management conference and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

- (a) Discussion of the implementation and general administration of this Agreement;
- (b) A sharing of general information of interest to the parties;
- (c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees;
- (d) Discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding further grievances;
- (e) Items concerning safety issues.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of the State of Illinois. To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

### **Section 2. Integrity of Grievance Procedure**

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 discussed in detail at labor-management conferences, and any such discussions of a pending grievance shall be nonbinding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the Employer and the Union, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

### **Section 3. Safety Issues**

Any report or recommendation which may be prepared by the Union or the Employer as a direct result of a labor-management conference discussion will be in writing and copies shall be submitted to the Employer and the Union.

#### **Section 4. Disabling Equipment Defects**

The Employer recognizes its obligation to provide safe equipment and vehicles to its employees. No employee shall be required to use any equipment that the Employer and the Union mutually agree is defective because of a disabling condition. When an assigned department vehicle or equipment has a disabling defect as mutually agreed between the Union and the Employer or is in violation of the Law, the employee may notify his supervisor, complete required reports. The Corrections Supervisor will then contact the Chief of Corrections or his designee and follow their directive requesting repair, replacement or the continued operation of said vehicle.

#### **Section 5. Union Rep Attendance**

When absence from work is required to attend labor-management conferences, Union members 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 approve the absence except in emergency situations. Union members attending such conferences shall be limited to three (3). Travel expenses associated with any labor-management conferences shall be the responsibility of the employee.

\$40.00 per month  
\$100 per month

### **ARTICLE 26 GENERAL PROVISIONS**

#### **Section 1. Maintenance of Standards**

All economic benefits and work practices not in conflict with this Agreement and currently in effect shall continue and remain in effect for the term of this Agreement including Sheriff's rules and regulations and general orders.

#### **Section 2. Replacement of Glasses**

The Employer agrees to repair or replace as necessary an employee's eyeglasses, contact lenses, and prescription sunglasses, if such are damaged or broken during the course of the employee's duties the employee is required to exert physical force or is attacked by another person. Any such incident shall be documented with their immediate supervisor.

#### **Section 3. Required Inoculations**

The Employer agrees to pay all expenses for inoculation or immunization shots for the employee and for members of an employee's family, provided that the shots are secured through the Kankakee County Health Department, when it becomes necessary as a result of an employee's exposure to contagious diseases where the employee has been exposed to such disease or is likely to have been exposed in the line of duty.

#### **Section 4. Use of Masculine Pronoun**

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

## **Section 5. Work Rules**

The Sheriff has issued reasonable Rules and Regulations and general orders governing working conditions and may continue to do so. The current published revision of such Rules and Regulations shall be prominently posted and updated in each respective division for reference by the employees.

## **Section 6. Retirement Recognition**

The Employer will provide a retirement badge and case to Corrections Officers upon retirement from the Kankakee County Sheriffs Department, and a framed certificate of recognition/retirement to all other bargaining unit employees at no cost to the employee. (See Article 24.10 of this Agreement for definition of retirement as it relates to this specific provision.)

## **Section 7. Tuition Aid**

In an effort to encourage employees to attend college classes, the County of Kankakee will reimburse a portion of the cost of tuition for a job related class.

In order to be eligible for Tuition Aid Reimbursement by Kankakee County, the following guidelines must be met:

- (a) All classes must be job related as determined by the Department Head and the Human Resources Director.
- (b) Only employees who have worked for Kankakee County full time for one year or more are eligible for reimbursement.
- (c) All classes must be taken at an accredited college and must be for college credit hours.
- (d) Tuition Reimbursement will be at the same rate that Governor's State University charges for a credit hour or the cost of the tuition whichever is less.
- (e) Kankakee County will reimburse tuition payment only after proof of a grade "C" or higher has been given to the Human Resources Director.
- (f) All classes must be pre-approved by the individual Department Head and by the Human Resources Director.
- (g) Any employee who receives reimbursement for his or her tuition from another source (i.e. Scholarship) is only eligible for the portion of the tuition that was not covered by another outside source.
- (h) If due to a lack of qualified outside candidates in a particular field of expertise exists, there may be some merit in paying of classes not for credit (i.e. a continuing education class in shorthand.) If such a situation exists, the Department Head may request an exception to this policy through the Personnel Committee.
- (i) The maximum reimbursement per calendar year is 9 semester hours.
- (j) The County will make a diligent effort to accommodate employees who are attending college classes to assure that the employee's shift does not prohibit them from attending classes. If

through no fault of the employee, he or she is unable to successfully complete an approved course due to an involuntary shift change, the Employer shall be responsible for the course tuition.

## **Section 8. Residency**

All employees hired after the date of execution of this agreement shall comply with the Residency Requirement of the County, effective January 1, 1997 and redesigned April 2001. All employees hired on or before the date of execution of this Agreement are exempt from the residency requirement.

## **Section 9. Lateral Entry**

Applicant must have a minimum of one (1) year of full time service as a correctional officer a bona fide law enforcement agency.

Applicant must, at the time of application, be serving as a full-time correctional officer or be a full-time officer in a "lay off" status from a bona fide law enforcement agency.

Applicant must have successfully completed the State of Illinois Basic Law Enforcement Officers Training at a state certified law enforcement training facility or be eligible prior to appointment for a waiver of training from the Illinois Local Law Enforcement Officers Training Board based upon previous law enforcement training.

Applicant shall submit to a psychological examination and a polygraph.

Applicant must submit to and pass a urine test prescribed to determine the use of illegal substances. Be acceptable following an investigation of his or her background; has undergone an oral interview and found to be acceptable.

Candidates found to have satisfied all these requirements will be presented to the Sheriff for consideration to be hired.

Candidates found acceptable for "lateral entry" will be given credit for previous service equal to one year for each year of full time service as a Correctional Officer. A candidate may receive up to five (5) years of credit. Further, the credit shall apply only to the pay scale and not with regard to seniority. The candidate's seniority begins at the date of hire as does all benefits. Further, the credit shall apply only to the pay scale and will not be used for any other seniority accrued benefit of the contract. The candidate must complete the probationary period and seniority begins at the date of hire as does all benefits.

## **ARTICLE 27**

### **SAVINGS CLAUSE**

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, including the Americans With Disabilities Act, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

## **ARTICLE 28** **COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Any issues not addressed in this Agreement shall follow the departmental policy and procedures guidelines and/or the General County policy and procedures guidelines.

## **ARTICLE 29** **DURATION**

### **Section 1. Term of Agreement**

This Agreement shall be effective from December 1, 2024 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 3 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.

### **Section 2. Continuing Effect**

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.

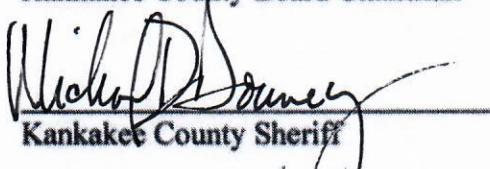
### **Section 3. Successor Bargaining**

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.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_\_\_  
day of \_\_\_\_\_, 2025.



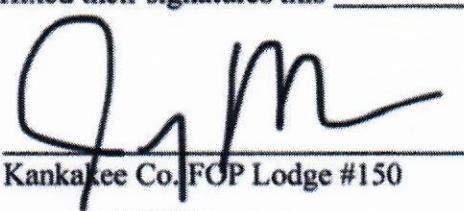
Kankakee County Board Chairman



Kankakee County Sheriff



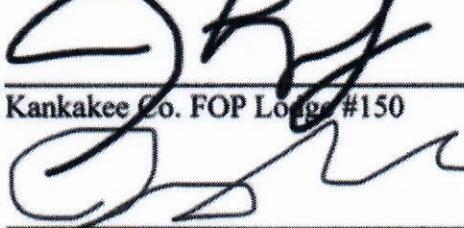
Kankakee County Clerk



Kankakee Co. FOP Lodge #150



Kankakee Co. FOP Lodge #150



Kankakee Co. FOP Lodge #150

Kankakee Co. FOP Lodge #150



Illinois FOP Labor Council

**APPENDIX A**  
**DUES AUTHORIZATION FORM**

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

I, \_\_\_\_\_, understand 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, Kankakee County Sheriff and County Of Kankakee, 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: \_\_\_\_\_

Email: \_\_\_\_\_

**Please remit all dues deductions to:**

Illinois Fraternal Order of Police Labor Council  
ATTN: ACCOUNTING  
974 Clocktower Drive  
Springfield, IL. 62704  
(217-698-9433)

## APPENDIX B GRIEVANCE FORM



### 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)/Section(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

Lodge/Unit No. / Year / Grievance No.

**APPENDIX C**  
**SENIORITY LIST**

TO BE UPDATED

## **APPENDIX D** **WAGE SCHEDULE AND OTHER ECONOMIC BENEFITS**

### **Section 1. Wage Schedule – Corrections Officers**

21+ receive an annual 2.5% longevity increase; all employees covered by this scale receive longevity increases on their anniversary date of hire, while base pay increases are effective each December 1.

### **Section 2. Wage Schedule – Command Officers**

Command Corrections Officers shall be paid a base pay according to the pay schedule set forth in Section 1 of Appendix D above. Additionally, they shall receive yearly command rank pay, payable pro-rata in each pay period as follows:

	<b>Corporal</b>	<b>Sgt.</b>	<b>Lieutenant</b>
12/01/24	\$6,750	\$10,000	\$13,500

## **APPENDIX E**

### **UNIFORMS AND EQUIPMENT LIST**

All new hire (Full and Part time) will be given a voucher for listed items to be redeemed at Illinois Fire and Police.

4 pairs of pants 4short sleeve shirts  
4 blue undershirts  
1 winter jacket  
1 belt  
1 Uniform cap  
1 Handcuff and key (nonmetallic color)  
1 Windbreaker  
1 pair of shoes or boots (Voucher in the amount of 75.00)  
1 Flashlight and holder  
All required patches, badges, rank insignias (including sewn on patches/insignias/badges- as required by the employer)

## APPENDIX F POWER TEST INFORMATION

The actual performance requirement for each test is based upon norms for a national population sample.

The applicant must pass every test.

The required performance to pass each test is based upon sex and age (decade.) While absolute performance is different for the eight (8) categories, the relative level of effort is identical for each age and sex group. All officers are being required to meet the same percentile rank in terms of their respective age/group. The performance requirement is that level of physical performances that approximate the 40<sup>th</sup> percentile for each age and sex group.

### POWER TEST CHART

Union's Proposed Amendments								
Tier 2	MALE				Female			
AGE GROUP	20-29	30-39	40-49	50-59	20-29	30-39	40-49	50-59
<b>Sit and Reach</b>	15.4	14	13	11.5	18	17.5	16	15.8
<b>1 Minute Sit-up</b>	39	35	28	22	28	24	18	12
<b>Maximum Bench</b>	1.03	0.91	0.84	0.74	0.6	0.55	0.5	0.45
<b>1.5 Mile Run</b>	12.52	13.26	14.16	15.38	15.46	16.38	17.35	19.22
Tier 3	MALE				FEMALE			
AGE GROUP	20-29	30-39	40-49	50-59	20-29	30-39	40-49	50-59
<b>Sit and Reach</b>	16.4	15	14	12.5	19	18.5	17	16.8
<b>1 Minute Sit-up</b>	45	41	33	26	32	28	21	14
<b>Maximum Bench</b>	1.2	1.06	0.97	0.86	0.7	0.64	0.58	0.52
<b>1.5 Mile Run</b>	11.22	11.56	12.46	14.08	14.16	15.08	16.05	17.52

## **APPENDIX G**

### **Memorandum of Understanding between the Sheriff of Kankakee County and the Fraternal Order of Police Labor Counsel Representing Corrections Officers**

During successor bargaining of the 2016-2021 Labor Agreement the title of Clerk was removed from the bargaining unit definition and appropriate provisions of the contract. The Labor Agreement will continue to cover the title of Correction Officer and related rank of Corporals, Sergeants and Lieutenants. It is further agreed by the parties that all job assignments/descriptions (Visitation etc.) currently performed by a Corrections Officer on March 15, 2018 will remain the work of Corrections Officers.

For the Sheriff

Chief of Corrections, Chad Kolitwenzew

For the Union:

IL FOP Labor Council Field  
Representative Bruce Wisniewski