

# **Collective Bargaining Agreement**

**Between**

**Teamsters Local 705**



**And**

**The County of Kankakee**

**December 1, 2022 through November 30, 2025**

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## **ARTICLE 1** **RECOGNITION AND UNION DUES**

### **A. Recognition**

In accordance with the Illinois Public Employer Labor Relations Act, ("IPELRA"), the County of Kankakee ("County" or "Employer") hereby recognizes Local 705, affiliated with the International Brotherhood of Teamsters ("Union") as the sole and exclusive collective bargaining representative of all custodial employees and buildings and grounds maintenance employees of the County; and excluding all other employees of the County; all supervisory, managerial and confidential employees as defined in the IPELRA, and all other persons excluded by the IPELRA.

### **B. Dues Check-off**

During the term of this Agreement, the County shall deduct from each employee's paycheck the Union dues (and initiation fees where applicable) of each employee for whom there is a written dues check-off authorization, signed by the employee, on file with the County. Any employee electing to join the Union during the term of this Agreement or who is a Union member at the time of the signing of this Agreement, shall maintain said membership for the duration of this Agreement and the County shall deduct per pay period from such employees the appropriate dues for the duration of this Agreement. Such dues deduction shall be irrevocable for the term of this Agreement. The actual dues amounts to be deducted, as determined by the Union, shall be uniform. The Union may change the amounts each time the employee's wage changes during the life of this Agreement by giving the County at least thirty (30) days written notice of any change in the amounts of the dues to be deducted. If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the County agrees to deduct the back dues when the earning of such employee is sufficient to do so.

### **C. Membership Dues & Fair Share**

The parties agree that a Fair Share provision is not enforceable as of the ratification of the current agreement. To the extent that this provision or a similar provision may become permissible under applicable federal and state law during the life of this Agreement as the result of legislative, administrative or judicial determination, of the provisions of this section shall be amended to embody the greater Union security provisions upon thirty (30) days advance notice to the County by the Union. Nothing contained in this section shall be construed so as to require the County to violate any applicable law.

### **D. D.R.I.V.E. and Union Indemnification**

Upon receipt of a proper written individual check off authorization of an Employee, the County agrees separately to deduct from the paycheck of all Employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the County of the amounts designated by each contributing Employee that are to be deducted from his/her paycheck on a bi-weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the Employee earned a wage. The County shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each Employee on whose behalf a deduction is made, the Employee's last four digits of their Social Security number

and the amount deducted from that Employee's paycheck. The International Brotherhood of Teamsters shall reimburse the County annually for the County's actual cost for the expenses incurred in administering the bi-weekly payroll deduction plan.

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

In the event of any legal action against the County brought in a court or administrative agency because of compliance with this article, the Union agrees to defend such action, at its own expense and through its own counsel provided:

1. The Employer gives immediate notice in writing to the Union, and shall not object to the Union intervention as a party if it so desires; and
2. The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available to both and all appellate levels.

#### **E. New Employee Orientation**

The County will notify the Union via email regarding newly hired bargaining unit employees within ten (10) calendar days of the County Board's vote to approve the hiring of the new employee. The notice will include the new employee's name, job title, date of hire, work location, work and personal phone numbers and work and personal email address. The Union shall have the right to meet with newly hired employees during the employee's work shift for one-half (1/2) hour, without loss of pay or leave time, within the first two (2) weeks of the employee's starting date. The meeting will be held at a time and location which is mutually agreeable between the County and the Union.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of the Agreement, the County retains all traditional rights to manage and direct the affairs of the County in all of their various aspects and to manage and direct employees. Such rights shall include but not be limited to the following:

1. To determine the mission of the County and its various Departments;
2. To determine the number and location of facilities and offices as well as the staffing and equipment for such offices and facilities;
3. To plan, direct, control and determine all the operations and services of the County and its various departments;

4. To supervise and direct the working forces;
5. To hire, assign, transfer and promote employees;
6. To establish the qualifications of employment, and to determine the number of employees;
7. To schedule and assign work;
8. To establish and/or modify objectives from time to time;
9. To assign overtime;
10. To make, alter and enforce reasonable rules, regulations, safety rules, orders, procedures and policies;
11. To evaluate employees;
12. To dispute, suspend, demote, and discharge employees for just cause (including probationary employees without just cause);
13. To change, alter, or modify existing methods equipment or facilities;
14. To increase or reduce the composition and size of the work force, including the right to relieve or lay off employees from duties because of lack of work or funds;
15. To determine and establish, change, combine, or abolish positions and job classifications pursuant to this Agreement; and
16. To determine the duties, responsibilities and work assignments of any position or job classification provided that the exercise of such management rights by the County shall not conflict with the express provisions of this Agreement.

### **ARTICLE 3 NON-DISCRIMINATION**

Neither the County nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of an employee's actual or perceived: race, color, religion, national origin, age, sex, gender, gender identity or expression, sexual preference, marital status or civil union status, sexual orientation, disability, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, ancestry, citizenship, genetic information, order of protection status or any other status protected by law.

### **ARTICLE 4 NO STRIKE/NO LOCKOUT**

Employees covered by this Agreement may refuse to cross any picket lines which may at any time for any reason be placed at the premises of the County for purpose of reporting to work.

#### **A. No Strike / No Lockout**

There shall be no strike or lockout during the term of this Agreement. The Union shall not be responsible for unauthorized acts of any person merely because he is a member of the Union, and the Employer shall not file any suit against the Union for damages based on the claim that the Union is responsible for the unauthorized act of any person solely because he is a member of the Union or because he is represented by the Union. The Employer shall be privileged to discipline employees responsible for or engaging in such unauthorized activities, including the right to discharge, which discipline by the Employer shall not be subject of a grievance, unless such grievance is filed by the authorized officer of the Union, within ten (10) days following the effective date of the disciplinary action. If the final decision of the Arbitrator is not lived up to, the aggrieved parties are relieved from the no strike or no lockout pledge made herein.

#### **B. Judicial Relief**

Nothing contained herein shall preclude the County or the Union from obtaining judicial relief in the event the other party violates the provisions of this Article.

### **ARTICLE 5 DISCIPLINE AND DISCHARGE**

The parties recognize the principles of progressive and corrective discipline.

Any and all disciplinary action or measures shall include only the following: oral reprimand, written reprimand suspension (notice to be given to the employee and the union in writing), and discharge. Any disciplinary action, prior to its implementation, the employer shall provide written notice to the employee and the Union, and provide an opportunity for the parties to discuss the matters. All unrelated disciplinary actions/notations for oral and written disciplinary actions shall be purged from all files after twelve (12) months upon request by the affected employee. Suspensions shall remain in the file.

The authority to suspend shall be unlimited. Provided, however, any and all discipline, including an unlimited suspension, will be for just cause.

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. Disciplinary action shall be imposed in a timely manner after the parties discussed the issues. The discussion shall not be construed as a waiver of the Union's or employee's right to file a grievance over any discipline.

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

### **ARTICLE 6 UNION STEWARD(S)**

The Union agrees that it will not solicit members or engage in Union organizing activities of any kind during work hours, except:

1. A Union Steward shall be allowed to attend work-related (contract administration and enforcement) meetings with management and/or supervisors scheduled on work time. Any time taken to attend such meeting shall be without pay;
2. A Union Steward(s) may participate in the handling of a grievance with pay during work hours. The County recognizes the right of the Union to appoint [a] steward(s). In the event the Union does appoint [a] steward(s), the County shall be notified immediately in writing of the identity of such steward(s).
3. Union Leave - A union member elected or appointed to serve as a Union official shall be granted a leave of absence during the period of such employment without discrimination or loss of seniority rights and without pay.
  - a. Short Term - Union Leave shall be granted to any union member for a period of no longer than four (4) consecutive days within one week. During this time the Employer shall be responsible for Health, Welfare, and Pension payments.
  - b. Long Term - Union Leave shall be granted to any union member elected or appointed to serve as a Union official. The Union shall be liable for all Health, Welfare, and Pension payments, during such leave. During such leave the employee shall retain and accrue seniority, provided that not more than one (1) employee from the County may be on Long Term Union Leave at one time, nor more than two (2) employees in one (1) year.

## **ARTICLE 7** **GRIEVANCE PROCEDURE**

### **A. Definition**

Any and all disputes, complaints or controversies (hereafter called grievance) between the Union or any employee and the Employer that arise under, out of, or in connection with this Agreement shall be adjusted in accordance with the following procedure.

### **B. Procedure**

A grievance filed shall be processed in the following manner:

#### Step 1

The Union and any employee and/or steward having a grievance shall submit the grievance in writing to the Maintenance Director, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance or within ten (10) business days after the employee and the Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The

Maintenance Director shall render the Employer's written response to the grievant and the Union within (10) business days after the meeting is held.

Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Union, provided that the Union is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of any agreement in effect between the Employer and the Union.

### Step 2

If the grievance is not settled at Step 1, and the Union desires to appeal, it shall be referred by the Union in writing to the County Board Chairman or his/her designee within ten (10) business days after receipt of the County's answer in Step 1. Thereafter, the County Board Chairman or his/her designee shall meet with the grievant, the steward(s) involved and an outside, non-employee representative of the Union, if desired by the Union, within ten (10) business days of receipt of the Union's appeal. If no agreement is reached the County official shall submit the Employer's written answer to the grievant and the Union within ten (10) business days following the meeting.

### **C. Time Limit for Filing**

No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) business days after the employee and the Union, through the use of reasonable diligence could have obtained knowledge of the occurrence of the event giving rise to the grievance. A "business day" is defined as a calendar day exclusive of Saturdays, Sundays or holidays.

If a grievance is not presented within the time limits set forth above, unless the parties mutually agree to extend the time limits throughout the grievance procedure, it shall be considered withdrawn without precedence or prejudice to like or similar circumstances in the future.

If the County does not answer a grievance or any appeal thereof within the specified time limits, the aggrieved employee and/or Union may elect to treat the grievance as denied at that step and automatically appealed to the next step.

## **ARTICLE 8**

## **ARBITRATION**

### **A. Arbitration**

If the Grievance is not settled in Step 2 and the Union wishes to appeal the grievance from Step 2 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within fifty calendar days of receipt of the Employer's written answer to Step 2.

1. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, either party may request the

Federal Mediation and Conciliations Service to submit a panel of seven (7) arbitrators to the parties. The arbitrator will be selected by the parties alternately striking names from the list with the party to strike first being determined by a coin toss and the last remaining name will be selected arbiter. Prior to striking any panel name, either party may reject one panel in its entirety and request that a new panel be submitted.

2. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and County representatives.
3. The County and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The County and the Union retain the right to employ legal counsel.
4. The arbitrator shall submit his/her decision in writing, within thirty (30) calendar days following the close of the hearing or the submission of briefs, if mutually agreed by the parties or requested by the arbitrator, whichever is later.
5. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
6. The fees and expenses of the arbitrator, if any, shall be divided equally between the County and the Union; provided, however that each party shall be responsible for compensating its own representatives and witnesses.

If both parties order a transcript, the cost will be divided equally. If only one party orders a transcript, that party will bear full cost.

## **B. Limitations on Authority of Arbitrator**

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing. Any decision or award of the Arbitrator shall be final and binding upon the County, the Union and the employees covered by this Agreement.

## **ARTICLE 9 SENIORITY/PROBATION**

Seniority shall be defined as an employee's length of continuous service since his/her most recent date of hire as an employee with the County, subject to the following limitations:

1. All new employees, including rehired employees must successfully complete a probation period of six (6) months before attaining permanent employee status. During the probationary period, the County shall determine if such probationary employee shall be retrained for employment. The parties agree that a Probationary employee may be discharged without cause and such discharge shall not be subject to the grievance procedure of this Agreement.

2. Upon the satisfactory completion of the probationary period, the County shall assign to each new or rehired employee a seniority date as of his/her date of most recent hire.
  - a. The preceding paragraphs shall reference only newly hired employees. Any employee that transfers classification shall not be subject to this probationary period.
3. Transferred employees shall serve a sixty (60) day trial period where both sides can evaluate the transfer decision. If either party is unsatisfied, he/she can return to the prior position. The Union reserved the right to grieve if the Employer is the moving party to return such employee to his/her prior position.
4. Seniority and the employment relationship shall be terminated if an employee:
  - a. Quits or resigns;
  - b. Is discharged for just cause;
  - c. Abandons job -- Is absent from work without having notified the Maintenance Director and/or his/her representatives for a period of three consecutive workdays on which he/she was scheduled to work, unless physically unable to do so;
  - d. Is laid off and fails to report for work within fourteen (14) calendar days after having been recalled by giving the employee notice by certified mail, return receipt requested, to his last known address on the County's personnel records. A copy of such notice will also be provided to the Union;
  - e. Does not report for work after the expiration of an authorized leave of absence;
  - f. Is laid off for a period in excess of two (2) years any Employee currently on layoff at the time of ratification of this Agreement shall continue to have the three (3) year recall rights; or
  - g. Retires.

Seniority does apply and shall be required to be used as a determining factor in assigning types of work to employees within a position.

A seniority list shall be established and updated in the first week in January and July of each year, a copy sent to the Union and each employee, and posted on the Maintenance Director bulletin board.

Any objections to such list shall be reported to the Maintenance Director in accordance with Article 7, the Grievance Procedure, within thirty (30) days of the posting.

5. The County, in its sole discretion, shall determine whether layoffs are necessary. In the case of a decrease in the work force, employees will be laid off in the following order:
  - a. Probationary employees shall be laid off first, and then full-time employees shall be laid off in inverse order of seniority within their classification.
  - b. Employees who are laid off from his position may elect to return to a lower classification, seniority permitting, and bump into a lower classification or a custodial position, thereby causing the layoff of the least senior employee.
6. The last employee laid off within a classification group will be the first to be recalled, provided that he is still capable (including necessary licenses and/or certifications where applicable) of performing all of the duties and responsibilities of the job with minimum training and according to seniority. The County shall give thirty days' notice of layoffs to the Union and to the affected employees.

## **ARTICLE 10** **WAGES**

Employees in the Bargaining Unit shall be paid the hourly wage rate in accordance with those listed on Appendix A attached hereto.

1. In order for custodial staff to receive graduated pay for Mechanic II the following four (4) classes are required. All classes taken require a grade of "C" or higher in order for the pay increase to take place.
  - a. Industrial Safety.
  - b. Fundamentals of Electricity.
  - c. Code and Wiring Methods.
  - d. Fundamentals of Heating & Air Conditioning.

\*Successfully Pass Class 1 & 2 = \$1.03 cent per hour increase

\*Successfully Pass Class 3 & 4 = \$1.04 cent per hour increase

These increases for successful class completion apply only to custodians seeking to move up to Mechanic II pay.

2. Four (4) additional classes are required to become Mechanic I.
  - a. Circuit Analysis.
  - b. Domestic Refrigeration.
  - c. Heating Plants.

d. AC Certifications.

All four classes plus a Refrigeration Technician Certification requires a grade “C” or better. All classes are subject to availability and the Maintenance Directors discretion.

Successfully pass class 1 & 2 = \$1.51 per hour increase. Successfully pass class 3 & 4 = \$1.51 per hour increase.

These increases for successful class completion apply to Mechanic II seeking to move up to Mechanic I pay.

3. There shall be a Mechanic on call during non-work hours. The on-call Mechanic duty shall be on a weekly basis. Each Mechanic shall rotate every week for the on call duty and a list shall be maintained. Any Mechanic may trade off days or weeks with another Mechanic so long as the Employer is notified of the change with sufficient time of notification to the employer so that management is aware of the name of the on-call mechanic. The Employee is responsible for obtaining another Employee to cover any shift on his behalf. The list shall start with the senior Mechanic and shall be for the normal work weekdays. On call pay shall be an additional eighty-five dollars (\$85.00) per week for the on-call Mechanic for each week they are on said on call duty.
4. The County will pay for all the above applicable classes in advance. In order to be eligible for this benefit the Employee must attain a minimum of a “C” in each class. If the Employee fails to attain a “C” in any class the Employee must reimburse the County for the cost of that class. If the Employee resigns within 1 year of the completion date of the last class the Employee completes, the Employee shall reimburse the County for all classes for which the County has paid. However, if Employee retires from the County, under IMRF guidelines, within one year of the date of the last class the Employee completes, the repayment requirements do not apply. All classes must be pre-approved by the Maintenance Director and by the Human Resources Director.

5. Cell Phone Allowance

Effective December 1, 2020, all non-probationary employees shall receive a monthly cell phone allowance of \$20.00 which will be included on the first paycheck of each month. In order to be eligible for the monthly allowance, the employee must provide the County with their cell phone number and agree that they may be contacted at the number for work-related matters. Employees will be required to return a County-provided cell phone, if one was issued, prior to receiving the cell phone allowance.

6. Longevity

Employees with at least ten (10) years of service with the County shall receive a total longevity payment of \$100.00 per month.

Employees with at least fifteen (15) years of service with the County shall receive a total longevity payment of \$150.00 per month.

Longevity Payments will be effective upon ratification by both parties and completion of the required years of service.

#### 7. Job Title and Wages for Certain Employees

The following employees are adjusted to the below Job Titles with the same wages as the position:

- i. Martin, Chris – Lead Mechanic (Existing)
- ii. Heather, David – Lead Mechanic
- iii. Goodrich, Dana – Mechanic I
- iv. Konitz, Bill – Mechanic 1 (Existing)

### **ARTICLE 11 HOLIDAYS**

Employees eligible for holiday pay shall receive eight (8) hours pay at their regular straight-time hourly rate of pay for the following holidays:

New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
Washington's Birthday	Day After Thanksgiving
Memorial Day	Christmas Day
Juneteenth	Labor Day
Independence Day	

Paid holidays shall be determined in each subsequent year by the County Board in consultation with the Chief Judge. In the event the County Board designates less than thirteen (13) holidays in a year, employees shall be given additional floating holidays so that the number of paid holidays for the year equals thirteen (13). In the event that the County Board designates more than thirteen (13) holidays in a year, bargaining unit employees will be entitled to the additional holidays.

In order to be eligible for holiday pay, employees must be on the active payroll of the County and must be employed for seven (7) calendar days.

If an Employee works on Thanksgiving, Christmas, or New Year's Day, are to be paid two (2) times the applicable hourly rate. All other Holidays worked, they are to be paid at the rate of time and one-half (1-1/2) their regular rate of pay for the hours worked plus holiday pay. The employee must have worked the last scheduled workday prior to the holiday or non-workday and the next scheduled workday after the holiday or non-workday unless one of the following conditions applies:

1. Employee has pre-approved (48 hours in advance) leave time off for those days.

2. It is the first occasion of the calendar year that the employee has missed the last scheduled workday prior to the holiday or non-workday or the next scheduled workday of the holiday or non-workday due to sickness.
3. The employee provides to the Maintenance Director a doctor's excuse substantiating the need to be off work.

### **Holiday Observation**

1. If the Holiday falls on the sixth (6th) day of the scheduled work week, it will be observed on the fifth (5th) day.
2. If the Holiday falls on the seventh (7th) day of the scheduled work week, it will be observed on the first (1st) day of the following scheduled work week.

### **Personal Days**

All regular full-time bargaining unit employees shall be permitted to use personal days. On January 1st of each year, all regular full-time employees with less than eight years of service, except new hires, shall be awarded one personal day for the calendar year. New hires shall receive one (1) personal day upon satisfactory completion of their six (6) month probationary period. On January 1st of each year, all regular full-time employees with eight (8) through fourteen (14) years of service shall be awarded two (2) personal days for the calendar year. On January 1st of each year, all regular full-time employees with fifteen (15) or more years of service shall receive three (3) personal days for the calendar year.

Personal days shall not be accumulated; however, any employee shall be entitled to payment for unused personal days upon separation from service. All personal day requests should be made forty-eight (48) hours in advance to the Maintenance Director and approved. The Maintenance Director has the responsibility to maintain a staff adequate to provide services for their areas. He or She have the authority to determine employee schedules and to limit the granting of request for personal days as necessary to fulfill that responsibility, however requests for personal days shall not be unreasonably denied.

Employees who have forty-five (45) days or more of accrued and unused sick leave may trade up to three (3) days of sick leave for three (3) personal days in each year. The personal days may be used as desired by the employee, but must be used in the year obtained.

### **ARTICLE 12**

### **VACATIONS**

Full-time employees will be granted vacation time based on the following schedule:

After six (6) months of continuous service	5 days
After one (1) year of continuous service	5 days
After two (2) years of continuous service	10 days
After seven (7) years of continuous service	15 days
After fifteen (15) years of continuous service	20 days

After twenty-one (21) years of continuous service	21 days
After twenty-two (22) years of continuous service	22 days
After twenty-three (23) years of continuous service	23 days
After twenty-four (24) years of continuous service	24 days
After twenty-five (25) years of continuous service	25 days

Each employee will submit his/her vacation requests in the month of January. Requests for vacation shall be granted upon approval of the Maintenance Director, based on the employee's seniority; unless it is determined that such absence would adversely affect and interfere with the orderly performance and continuity of operations. Due to the nature of the work and the requirement that the orderly performance and continuity of operations be maintained, it may be necessary to limit the number or prohibit any employees from taking vacations during a particular period or at the same time. After January, vacation requests shall be granted on a first come, first serve basis.

Vacation leave will be granted on February 1st of each year, based on the employee's length service on December 31st of the previous year. If an employee's anniversary during that year entitles him/her to any additional weeks of vacation, that time will be granted on his/her anniversary date and may be used during the remainder of the calendar year.

All employees must take their vacation by March 31st after the vacation year after it has been earned or the vacation will be deposited into the extended illness bank.

In case of an emergency ("Emergency" shall be construed, by the way of example as war, civil disturbances, fires, floods, tornadoes or other acts of God) as determined by the County, the County may cancel and reschedule any or all approved vacation leaves in advance of their being taken.

## **ARTICLE 13** **SICK TIME POLICY**

The County provides protection for all full-time employees against loss of income due to illness. All eligible employees are encouraged to save as much sick leave and extended illness time as possible to meet serious illness situations. Sick leave is not intended to be used for a one day vacation nor to be used to extend vacation periods or holidays.

Sick leave and extended illness will be granted to full-time employees only. Sick leave and extended illness leaves will be granted on January 1st of each year and will be based on the employee's service as of December 31st of the prior year. Employees who have a 1, 2, or 5 year anniversary during any given year will be eligible for five (5) days of additional time on their anniversary date.

After six (6) months of continuous service	Five (5) sick days
After one (1) year of continuous service	Five (5) sick days

After two (2) years of continuous service	Seven (7) sick days and three (3) extended illness days
After five (5) years of continuous service	Nine (9) sick days and six (6) extended illness days
EXAMPLE:	An employee is hired on March 1, 1996
September 1, 1996	Five (5) sick days
March 1, 1997	Five (5) sick days
January 1, 1998	Five (5) sick days
March 1, 1998	Two (2) additional sick days plus three (3) extended illness days
January 1, 1999-2001	Seven (7) sick days plus three (3) extended illness days
March 1, 2001	Two (2) additional sick days plus three (3) additional extended illness days
January 1, 2002	Nine (9) sick days plus six (6) extended illness days

## **SICK TIME POLICY**

1. You must have sick time available in your bank.
2. On December 31st of every year all sick time will be transferred to the extended illness bank.
3. Sick time may be utilized by employees:
  - a. when they are sufficiently ill so that good judgment would determine it best not to report to work;
  - b. in the event of an injury or illness to oneself or a member of the employee's immediate family; and
  - c. for routine medical and dental appointments.
4. All foreseeable sick leave requires approval of the Maintenance Director.
5. Any absence of three (3) working days or longer requires a physician's statement of release and verification substantiating that they may return to work. In addition,

the Maintenance Director may request a Physician's statement for shorter periods of time.

6. The Maintenance Director 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 changed to sick leave for the first day.
7. An employee obtaining sick leave under false pretenses or the Maintenance Director falsely certifying sick leave allowance for absence from work may be subject to disciplinary action.
8. Upon termination from County, other than retirement, service accumulated but unused sick time benefits will not be paid to such employee.

## **Guidelines**

The following guidelines should be followed as it relates to the extended illness bank:

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. With Maintenance Director approval, 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 the Maintenance Director to the payroll department.
2. For any illness which does not require hospitalization, the first three (3) consecutive scheduled working days are taken from sick time. Starting on the fourth (4th) day, the accumulation in the extended bank will be used to continue the employee's regular pay, provided the illness is verified by a physician's statement.
3. If an employee is hospitalized, the accumulation in the extended illness bank will be used to continue the employee's regular pay. However, an approved statement from the Physician or admittance to a hospital will be necessary for any benefits to be received from the extended illness bank.
4. If the employee exhausts the extended illness bank, any sick or vacation days that have been accrued may be used to extend the employee's regular pay.
5. If any employee eligible for Illinois Municipal Retirement Fund (IMRF) disability payments, he/she may apply after the appropriate waiting periods have been achieved (see IMRF policy). No individual may receive IMRF Disability payments at the same time he or she is collecting full pay based on use of their sick or vacation time.
6. If an employee is hospitalized as a result of the illness immediately following days of illness as a result of the illness, he or she will be paid from the extended illness bank retroactively from the first day of the illness.

7. Employee's undergoing outpatient surgery may be paid from the extended illness bank from the day of surgery.
8. A maximum of one hundred twenty (120) days may be stored in the extended illness bank.
9. While an employee is utilizing the 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.
10. An employee who terminates service with the County will not be paid for any unused time in their extended illness bank or sick bank.
11. If an employee requires on-going treatment for an injury or illness, the employee may utilize time from their extended illness bank beginning the fourth day of absence, providing that there is proper documentation from the employee's physician.
12. Notice of an employee's desire to return to work after an extended illness must be given to the Maintenance Director no less than twenty-four (24) hours in advance.

**A. Payment for Accumulated, Unused sick Leave upon IMRF Retirement**

All employees who retire shall have the following options of payment for unused sick leave not to exceed one hundred twenty (120) days:

1. 50% sell back and 50% IMRF credit.
2. 100% IMRF credit.

**B. Extended Illness Bank**

Long time employees who have been prudent in their use of sick time may accumulate more than 120 days. In an effort to reward these employees for outstanding attendance, at the employee's option, employees will be able to trade in extra Extended Illness days for monetary compensation.

Once an employee exceeds 120 days in their Extended Illness Bank, the County will pay the employee twenty percent (20%) of the value of their unused sick and Extended Illness Bank in excess of 120 days. The maximum payment per year is three (3) days of pay per employee. The Payroll Manager will issue payment through the employee's second payroll check on January of each year.

**ARTICLE 14**  
**LEAVE OF ABSENCE**

This Article will outline the Leave of Absence policy and is intended to comply with the Family and Medical Leave Act (FMLA).

## **A. Employees with less than one (1) year of service**

To be eligible for FMLA leave, an employee must have worked for the County for at least one (1) year and performed at least 1,250 hours of work during the past twelve months. This Leave of Absence policy is not applicable to any employee who has not completed one (1) year of service and performed 1,250 hours of work during the prior twelve (12) months. However, if an employee with less than one (1) year of service requests a leave of absence, it will be the Maintenance Director's discretion as to the granting of such leave. Consideration factors may include employee's work performance, length of leave, department manning levels, ability to temporarily replace the individual, and the likelihood of the employee returning to work. The Maintenance Director may determine how much leave, if any, is granted.

## **B. Family and Medical Leave of Absence**

An employee may request in writing a leave for up to twelve (12) weeks during any twelve (12) month period for any of the following reasons:

1. A serious health condition of the employee that makes the employee unable to perform the duties for his or her job;
2. To care for the spouse, child, or parent of the employee when that individual has a serious health condition;
3. The birth of a child of the employee and to care for the child during the first twelve (12) months of the child's life;
4. The adoption of a child or the placement of a foster child with the employee within twelve (12) months from the adoption or placement of the child.

A serious health condition is defined as an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider.

An employee who has a serious health condition that makes the employee unable to perform the duties of their job and has more than twelve (12) work weeks of time in their extended illness bank, will be allowed a leave of absence in the amount of the extended illness bank if medically necessary. As long as an employee is receiving extended illness time, they will continue to pay the same premium dollar for insurance as other employees are paying for the same coverage.

Employees will not be allowed to take unpaid leave of absence until they have exhausted all but five (5) days of their time, including vacation, sick or extended illness (if applicable under the sick time policy) and compensation time.

Employees must give at least thirty (30) days' notice to the appropriate Maintenance Director before the leave, if the need for the leave is foreseeable, (e.g. elective surgery or pregnancy).

The employee should schedule treatments for themselves or a family member they are caring for as not to disrupt the operations of the Department, when possible.

Employees will be required to show proof of the necessity for the leave if the leave is requested due to the illness of the employee, or if the employee is requesting the leave to care for an ill family member. The Maintenance Director, in consultation with the Human Resource Director, may require the employee to get a second opinion from an independent medical provider and will pay for the second opinion. If the two opinions conflict, the conflict may be resolved by a third opinion. The County will be responsible for paying for both the second and third opinions.

The County will provide an intermittent or reduced leave schedule if the leave is due to the employee's own illness or the illness of a child, spouse or parent of the employee if it is medically necessary. The Maintenance Director may temporarily transfer the employee on a reduced or intermittent leave to another available position with equivalent pay and benefits that better accommodates the employee's need for recurring or intermittent leave.

An employee may request a new leave (not intermittent leave) during the same twelve (12) month period. The Employee will be granted leave up to the difference in time taken on the first leave and twelve (12) work weeks.

Employee's spouse who also works for the County will be limited to a combined total of twelve (12) weeks of leave if the leave is for caring for a parent and caring for a healthy new infant or adopted baby.

An additional leave for sixty (60) calendar days may be granted with Maintenance Director approval and proper documentation from the attending physician. If this route is taken, Maintenance Director have to ensure that the department's workload can be adequately managed.

Upon the return of an employee from a medical leave of absence, the employee must provide to the Maintenance Director a return to work slip from the attending physician.

If the employee on an approved leave of absence is currently enrolled in any County benefit program, they may continue their coverage at the same cost for three (3) months while they are on approved leave. However, employees only accrue Sick and Vacation Time Benefits if the unpaid leave is less than thirty (30) days and an employee must return to work prior to utilizing any Sick and Vacation Time Benefits accrued while on leave. Employees who are utilizing their sick time continue to accrue Sick and Vacation benefits.

If an employee does not return to work after the leave of absence and the reason for not returning to work is because of a continuing or recurring serious health condition of either the employee, or the family member the employee took leave to care for, or due to circumstances beyond the employee's control, they will be required to reimburse the County for any premium payments made by the County in the employee's behalf.

## **C. Work Related Injuries and Illnesses Leave of Absence**

Any employee who is off work due to a work related injury or illness and is receiving Temporary Total Disability (TTD) Worker's compensation or are receiving full pay based on

Illinois Statutes will automatically be granted a leave of absence with no loss of benefits. Upon return to work, the employee will return to his/her position with no loss of seniority.

Any employee in this situation i.e. off work due to a work-related injury or illness, should contact the Human Resource Director for assistance and direction.

#### **D. Military Leave of Absence**

If an employee leaves the County to join a branch of the United States Armed Service or is drafted to the Armed Services, the County will assure that if that employee makes a written application to return to the employment at the County they will be reinstated. The reinstatement would be with no loss of seniority and at the same rate of pay, and equivalent position they would have received if there was no break in service. This policy applies only to employees in the armed forces, that make a written application within ninety (90) days after being released from the service with an Honorable Discharge or General Discharge under Honorable Conditions.

#### **E. Active Duty for Training Leave**

In order to encourage participation and support of the Armed Service Reserve and the Illinois National Guard Forces, the County encourages its employees to participate in the exercise of this patriotic duty. This policy holds true for employees whether they join before or after employment with the County.

Any 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 allowance and the employee's base salary for two (2) work weeks per year. Active Duty for Training Leave shall be granted without the loss of general leave time.

The employee should remit through his Maintenance Director, payment received from the military to the Kankakee County Treasurer's office within fifteen (15) days of receipt. After payment has been received from the employee, the Payroll Administrator will issue a check for the regular straight time wage or salary without overtime payment on the next pay period. A full accounting of the money received should be made and a copy given to the employee for tax purposes.

#### **F. Personal Leave of Absence**

All employees may request unpaid personal leave(s) of absence for a period of up to thirty (30) calendar days from their Maintenance Director in any twelve (12) month period. It will be at the discretion of the Maintenance Director as to whether or not to grant the unpaid leave. If a leave is granted, the Maintenance Director must notify the Human Resources Department. If the leave is denied such rationale shall be provided in writing to the employee.

#### **G. Jury Duty**

Upon notice to the Maintenance Director, 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. Employees need to bring any checks received for payment for jury service to the Payroll Administrator and the employee will be required to reimburse the County for any payment of time received for the service to the courts. Any mileage payments are not payable to the County. 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.

Said absence from duty will be without pay when an employee appears in private litigation to which the County of Kankakee is not a party.

#### **H. No Report**

All employees must report absences to their Maintenance Director as soon as possible, usually before the start of the workday.

An employee is expected to call in before the start of their normal work day; however, the County of Kankakee understands that there may be a few times this may not be possible. Any employee who does not report to work or notify the appropriate Maintenance Director of his or her absence by one (1) hour after the start of the shift may be considered a "No Report". If the Maintenance Director is unavailable, the individual should contact the Maintenance Director's designated contact person to report the absence. If the employee is unable to contact the Maintenance Director or their contact person, the employee may call and report the absence to the County Board office. Failure to report to work, except in extenuating circumstances, is cause for disciplinary action, up to and including separation.

### **ARTICLE 15 BEREAVEMENT LEAVE**

Kankakee County provides employees with paid time off from work due to a death in the family in order for the employee to grieve.

1. An Employee will be given up to three (3) days paid time off if a member of his or her immediate family passes away.
2. For purposes of this policy only, the immediate family includes the employee's spouse or any of the following of either the employee or the employee's spouse: father, mother, brother, sister, child, grandchild or grandparent, step-parents or stepchild.
3. If additional time is needed, employees may use up to three (3) days of time from the Extended Illness Bank if approved by the appropriate Maintenance Director.

4. An employee may also use up to three (3) days of time from their Extended Illness Bank to attend services for other family members or a friend of the employee, if approved by the appropriate Maintenance Director.
5. The County reserves the right to ask the employee for written verification of funeral arrangements for the deceased, if abuse is suspected.
6. If additional time is needed, the County may grant additional time off upon request by the Employee from compensatory time, vacation time or the extended illness bank and with the approval of the Maintenance Director.

## **ARTICLE 16** **HOURS OF WORK AND OVERTIME**

### **A. Hours of Work and Overtime**

This Article is to define the normal hours of work per day or per week.

The normal workday for employees shall consist of not more than eight (8) consecutive hours, interrupted by a one-half (1/2) hour or more hour unpaid meal period as established by past practice. The work week for employees shall consist of five (5) consecutive eight-hour days per calendar week Monday through Friday, except for the classifications asterisked below.

The shifts shall be as follows:

**Custodians\*:**

Days:	6:00 a.m. to 2:30 p.m.
Afternoons:	2:00 p.m. to 10:30 p.m.
Nights:	10:00 p.m. to 6:30 a.m.

**Maintenance I & II:**

Days:	6:00 a.m. to 2:30 p.m.
Afternoons:	2:00 p.m. to 10:30 p.m.
Nights:	10:00 p.m. to 6:30 a.m.

**Courier:**

Days:	8:00 a.m. to 4:30 p.m.
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**Painter:**

Days:	6:00 a.m. to 2:30 p.m.
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**Lead Mechanic:**

Days:	6:00 a.m. to 2:30 p.m.
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\* Custodians can be staffed with staggered work weeks; however, such work week shall be limited by the preceding paragraphs (i.e. five (5) consecutive workdays etc.).

### **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	\$110.00 per month
Midnight Shift	\$ 70.00 per month

### **Overtime**

One and one half (1-1/2) the employee's regular hourly rate of pay or compensatory time at the rate of the one and one-half (1-1/2) will be paid for all hours actually worked and/or paid in excess of eight (8) hours in a work day and forty (40) hours in any one (1) work week when such time is authorized to be worked by the Employer.

The Employer shall have the right to require the overtime work when necessary and employees shall not refuse overtime assignments. Overtime shall be distributed as evenly as possible. An overtime list shall be prepared in seniority order and overtime shall be rotated thereafter by offering from the top down and assigned from the bottom up.

The Employer will schedule the starting time of employees, in accordance with an annual seniority bid among the employees within the covered job classifications. In the event the employer determines to change an employee's starting time, it will give the employee and the Union one (1) week written notice of the new starting time. The Employer, the Union and Employee will meet to negotiate the proposed change and may mutually agree in writing to change the employee's starting time.

All hours worked on an employee's sixth (6th) day shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate, or compensatory time at one and one-half (1-1/2) hours of compensatory time for each hour worked.

All hours worked on an employee's seventh (7th) day shall be paid at the rate of two (2) times the employee's regular hourly rate, or compensatory time at two (2) hours of compensatory time for each hour worked.

### **B. Call Back Pay**

An employee called back to work outside his/her regularly scheduled shift or on his/her regularly scheduled days off shall be paid a minimum of two (2) hours at the employee's overtime rate or given a minimum of two (2) hours compensatory time to be given at the applicable overtime rate. Work schedules will not change because of call-back time in order to avoid overtime or straight time pay. The time begins to accrue when the employee calls into the Maintenance Director (or designee) upon his/her arrival at work. If the employee has been called back, the Employer shall not require the employee to work for the entire two (2) hour period by assigning the employee to extra, non-essential work.

### **C. Compensatory Time**

The Employer shall have the right to determine whether to pay overtime in wages or compensatory time. There shall be a maximum of forty (40) hours of compensatory time allowed to be carried over from one calendar year to the next.

Effective January 1st of each year Employees shall be granted the use of Two (2) compensatory days off of their choosing by providing a minimum two (2) calendar days advance notice, said days to be called "priority compensation days". Priority compensation days may be used on dates when an employee desires to take compensatory time off.

1. A priority comp day may not be used on any "Holiday" or "Recognized Holiday" listed in this collective bargaining agreement.
2. No more than one employee per shift may use a priority compensation day. Requests will be honored on a first requested, first approved basis, based upon the date and time the requests were received by the Employer.

### **ARTICLE 17 INSURANCE/PENSION**

Insurance rates shall be shared by said employees at a level not to exceed 25% of the total premium equivalent cost to the employer. The County of Kankakee shall contribute 75% of the total cost of the premium equivalent. The Employer shall determine which insurance company will be used and what coverage will be given, however, it must be the same as all other County employees.

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.

### **ARTICLE 18 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 within the employment of the County of Kankakee.

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

1. All classes must be job related as determined by the Maintenance Director and the Human Resource Director.
2. Only employees who have worked for Kankakee County full time for one year or more are eligible for reimbursement.
3. All classes must be taken at an accredited college and must be for college credit hours.

4. No more than twelve (12) classes per year will be approved unless extra funds are available in the Tuition Aid Fund.
5. Individuals who are applying for reimbursement must have at least a Satisfactory Job Performance Rating.
6. Tuition Reimbursement will be at the same rate as Kankakee Community College charges for a credit hour or the cost of tuition whichever is less. If a job related course is not offered at Kankakee Community College and an Employee must enroll at another accredited college, the Employee will be reimbursed also.
7. Kankakee County will reimburse tuition payment only after proof of a grade "C" or higher has been given to the Human Resource Director.
8. All classes must be pre-approved by the Maintenance Director and by the Human Resource Director.
9. Any employee who receives reimbursement for his or her tuition from another (i.e. Scholarship) is only eligible for the portion of the tuition that was not covered by another outside source.
10. If due to a lack of qualified outside candidates in a particular field of expertise exists, there may be some merit in paying for classes not for credit (e.g. a continuing education class in shorthand). If such a situation exists, the Maintenance Director may request through the Personnel Committee an exception to this policy.
11. If an employee separates employment from the County within eighteen (18) months of reimbursement, the employee must return 100% of the payment. If an employee separates employment from the County between 18 and 36 months after being reimbursed, the employee must return 50% of the payment.

## **ARTICLE 19** **DRUG AND ALCOHOL TESTING**

### **A. Statement of Policy**

It being the policy of Kankakee County that the public has the right to expect persons employed by the County to be free from the effect of illegal drugs and alcohol, the Employer has the right to expect its employees to report to work fit and able for duty. The County may order individual employees to submit to urine tests to determine the presence of alcohol and/or illegal drugs where the County has just cause to believe the individual employee is under the influence of and/or possible impairment from alcohol or illegal drugs, or any time there is a work related injury/illness that results in OSHA recordable incident (death, loss of consciousness, days away from work, restricted work activity or job transfer, medical treatment beyond first aid).

### **B. Prohibitions**

Bargaining unit members shall be prohibited from:

1. Consuming, possessing, or being under the influence of alcohol or illegal drugs at any time during the work day anywhere on the County premises, job sites, including all of the County buildings, properties, vehicles and the employees' personal vehicle while engaging in County business.
2. Illegally consuming, possessing, selling, purchasing, or delivering any illegal drug.
3. 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 County, or restrict the Employer's right to require prospective hires to submit to a drug screening procedure.

### **C. Drug and Alcohol Testing**

Where the supervisor has reasonable suspicion to believe that a bargaining unit member is under the influence of alcohol or illegal drugs during the course of the work day, the supervisor 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 bargaining unit members shall be subject to random drug/alcohol testing. The supervisor will be permitted to have four (4) random drawings per year (one per quarter) with a maximum of two (2) employees per drawing that may be selected for testing. The testing will be conducted at one of the local healthcare facilities in accordance with their computerized standard drug testing program in accordance with the requirements for licensing as listed herein.

### **D. Order to Submit to Testing**

At the time an employee is ordered to submit to testing authorized by this Agreement, the Employer 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 Union or a private attorney at the time the order is given, provided, however that in no circumstance 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 to union 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/she may have.

### **E. Screening Test Standards**

The following initial immunoassay test cut off levels shall be used when screening specimens to determine whether they are negative for the ten (10) drugs or classes of drugs:

#### **Initial Test Level**

Amphetamines	1000 ng/ml
Barbiturates	300 ng/ml
Benzodiazepines	300 ng/ml
Benzoylecdgonine-Cocaine Metab	300 ng/ml
Marijuana metabolites	50 ng/ml
Methadone	300 ng/ml
Methaqualone	300 ng/ml
Opiates	2000 ng/ml
Phencyclidine	25 ng/ml
Propoxyphene	300 ng/ml

### **Confirmatory Test Standards**

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented.

### **Confirmatory Test Levels**

Amphetamines	500 ng/ml
Barbiturates	300 ng/ml
Benzodiazepines	300 ng/ml
Benzoylecdgonine-Cocaine Metab	150 ng/ml
Marijuana metabolites	15 ng/ml
Methadone	300 ng/ml
Methaqualone	300 ng/ml
Opiates	2000 ng/ml
Phencyclidine	25 ng/ml
Propoxyphene	300 ng/ml

### **Alcohol Test Standards**

The following table shall be used to determine what concentrations of blood alcohol constitute a test result, in that the employee will be presumed to have been impaired.

Elapse Time Since Employee Began Workday to Time The Employee Gives the Urine Sample	Considered Impaired	No Presumption	Presumed to Have Been Impaired
0 Hour - 1 Hour	.03 or less	>.05 but <.08	.08 or more
1 Hour - 2 Hours	.02 or less	>.04 but <.07	.07 or more
2 Hours - 3 Hours	.01 or less	>.03 but <.06	.06 or more
3 Hours - 4 Hours	.00	>.02 but <.05	.05 or more

4 Hours - 5 Hours	.00	>.01 but <.04	.04 or more
5 Hours - 6 Hours	.00	>.00 but <.03	.03 or more
6 Hours - 7 Hours	.00	>.00 but <.02	.02 or more
7 Hours - or More	.00	>.00 but <.01	.01 or more

Percent by weight of alcohol in the blood shall be based upon grams of alcohol per 100 cubic centimeters of blood.

\* The foregoing table of standards shall not preclude the Employer from attempting to show that test results in the blood alcohol ranges listed under No Presumption of impairment demonstrate that the person was impaired due to being under the influence of alcohol, but the Employer shall bear the burden of proof in such cases.

### **Definition: Impairment**

“Impairment” due to drugs or alcohol shall mean a condition in which the employee is physically or mentally unable to properly perform his/her duties due to the effects of a drug or alcohol in his/her body. Where impairment exists (or is presumed), incapacity for duty shall be presumed.

### **F. Conducting of Tests**

In conducting the testing authorized by this Agreement, the Employer shall:

1. Use only a clinical laboratory or hospital facility licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse.
2. Ensure that the laboratory or facility selected conforms to all NIDA standards.
3. Establish a chain-of-custody procedure for both sample collection and testing that will ensure 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.
4. 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.
5. Collect samples in such manner as to ensure a high degree of security for the sample and its freedom from adulteration.
6. Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and

accepted method that provide quantitative date about the detected drug or drug metabolites.

7. Provide the employee tested with the opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, provided the employee makes such demand of his/her supervisor within seventy-two (72) hours of receiving the results of the test.
8. Require that the laboratory or hospital facility report to the Employer that a urine sample is positive only if both the initial and subsequent confirmatory test indicates 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 interest.
9. Require that with regard to alcohol testing, for the purpose of determining whether 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 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 shall be conducted by qualified personnel in an area which affords privacy.
10. 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.
11. Ensure that no employee is subject of any adverse employment action except temporary reassignment or relief of 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.

#### **G. Right to Contest**

The Union and/or the employee, with or without the Union, 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 1 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 the 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 Union.

## **H. Voluntary Request for Assistance**

The County shall take no adverse employment action against an employee who prior to the ordering of any mandatory testing and for the first time voluntarily seeks treatment, counseling or other support for an alcohol or drug problem. The County may make available through an 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 interest.

## **I. Discipline**

All employees who voluntarily seek assistance with a drug and/or alcohol related problem prior to the ordering of mandatory testing, shall not be subject to any disciplinary or other adverse employment action by the County. Any employee whose initial urine test and confirmatory test result is positive for any DEA Schedule 1 substance (illegal drugs and/or very controlled substances) shall be subject to immediate discharge. Any person whose urine tests positive for DEA Schedule 2 or 3 substances (abuse of legally prescribed medications) shall be medically evaluated, counseled, and given treatment for rehabilitation following the first offense only. Said employee shall be subject to a random testing up to 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 a five (5) day 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:

1. The employee agreeing to the appropriate treatment as determined by the physician(s) involved;
2. The Employee discontinues his/her use of the drug and/or alcohol;
3. The employee completes the course of treatment prescribed, including an "aftercare" group for a period up to twelve (12) months;
4. The employee agrees to submit to random testing during hours of work during the period of "aftercare."

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 his/her duties. 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/her option.

## **ARTICLE 20**

### **UNIFORMS**

#### **A. Work Clothing**

The County shall provide all maintenance and custodian employees covered by this Agreement with clean and presentable work clothing to be laundered and provided through a uniform rental service. There shall be a minimum of eleven (11) sets of work clothing. The County reserves the right to determine the manner in which this work clothing is provided, to select the uniform rental service, and to select the style and color of work clothing. Unless otherwise mutually agreed, this work clothing shall consist of the following: work pants, work shirts, and name and county patches.

The Employer will have insulated coveralls at all facilities and available to any employee, who is covered by this Agreement and that is required to work outdoors during the months of November through March.

The Employer shall provide outerwear, gloves and safety shoes as needed through a quartermaster system with the approval of management.

#### **B. Wearing of Uniforms and Clothing**

All employees who are provided with uniforms for work clothing, as set forth above, are required to wear these uniforms and work clothing, and report to work with them being in a clean and neat appearance, unless this requirement is expressly waived by the County. If, through no fault of the employee, a uniform is unavailable, the employee may wear alternate clothing which is reasonable for the work and the season. Employees will be permitted to wear a hat/cap with the Local Union displayed on it and will also be allowed to display their union dues pin on their uniform.

#### **C. Return of Uniforms and Clothing**

All items, as provided above, remain the property of the County and are only to be used in accordance with the "Use of County Property Policy." Upon separation, all items must be returned (or paid for) by the employee before their final paycheck will be issued.

## **ARTICLE 21**

### **ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining. The understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. If the personnel manual and policies conflict with this Agreement, this Agreement shall control.

## **ARTICLE 22**

### **DEFINITIONS**

#### **A. Custodian**

A custodial employee who is employed by the County of Kankakee in a full-time position to perform the custodial duties.

#### **B. Maintenance II**

A maintenance employee who does not have a current, in good standing, Refrigeration Technician Certification.

#### **C. Maintenance I**

A maintenance employee who does possess a current, in good standing, Refrigeration Technician Certification.

#### **D. Seasonal Part-time**

A seasonal part-time employee is an individual who typically works full-time hours for a period of time not to exceed six (6) months. A seasonal employee shall only be used from May 1st through August 31st and/or from December 1st through January 31st. Seasonal employees shall be considered part of the bargaining unit. Seasonal Employees who are honorably discharged at the end of the season are free to reapply and be considered, along with all other applicants, for employment in future years. The hiring of a seasonal employee in any season is not and should not be construed as any indication of the Employer's willingness to hire such workers in subsequent years. Seasonal employees will not exceed 25% of the bargaining unit. Seasonal Employees shall not be used if any Bargaining Unit Member is in Layoff status.

Example: Tax collection, outside construction work during the summer.

It is understood and agreed by and between the parties that during the term of this Agreement the County will not employ part-time employees, to perform any bargaining unit work covered by the terms of this agreement that results in a layoff to any bargaining unit member.

## **ARTICLE 23**

### **SAFETY**

#### **A. Compliance with Laws**

In order to have a safe place to work, the County agrees with all applicable laws to its operations concerning the safety of employees covered by this Agreement. All such employees shall comply with all safety rules and regulations established by the County.

## **B. Unsafe Conditions**

If an employee has justifiable reason to believe that his safety and health are in danger due to an alleged unsafe working condition or alleged unsafe equipment, he shall inform his supervisor who shall have the responsibility to determine, what action if any, should be taken, including whether or not the job should be shut down.

## **C. Health and Safety Committee Meetings**

Representatives of the Union, not to exceed two (2) in number and the County shall meet quarterly at mutually agreed times to discuss matters of mutual concern relating to issues of health and safety. Each party shall prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting.

Any employee representing the Union, in attendance at a Health and Safety committee meeting which is held during regular work hours shall be paid for all time spent in such meetings. Such pay is not in addition to regular pay.

## **ARTICLE 24 SUBCONTRACTING**

During the term of this Agreement, the County agrees it will not contract out or subcontract any work covered by the terms of this Agreement provided however:

That the County may subcontract out work on an occasional basis when all the County's employees are working and which meets the following criteria:

1. That in no event shall work presently performed, routinely assigned or work which has been established during the term of this Agreement based on past practice be subcontracted and;
2. That subcontracting shall not be used by the County as a subterfuge to violate this Agreement or avoid hiring additional Employees to operate existing equipment or avoid obtaining equipment to be operated by them or existing Employees.
3. The Sheriff may use correctional center inmates to perform lawn maintenance and related tasks, but not for mechanical repairs of lawn maintenance equipment. The Sheriff may also use inmate labor for emergency situations such as natural disasters or Acts of God.

## **ARTICLE 25 TERM OF THE AGREEMENT**

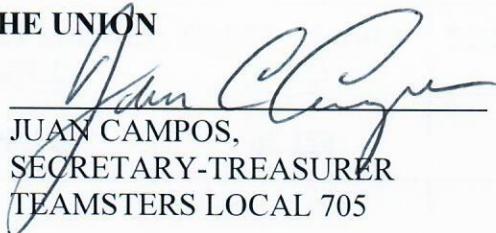
This agreement shall go into effect as of December 1, 2022, and continue to and including its expiration date of November 30, 2025, and shall be automatically renewed from year to year

thereafter, unless either party shall serve written notice on the other, one hundred-twenty (120) days prior to the expiration period that they desire to modify or adjust this Agreement.

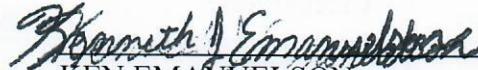
IN TESTIMONY HEREOF, members have ratified this 9th day of December, 2022.

**EXECUTED BY THE PARTIES ON THE DATE(S) INDICATED BELOW:**

**FOR THE UNION**

  
JUAN CAMPOS,  
SECRETARY-TREASURER  
TEAMSTERS LOCAL 705

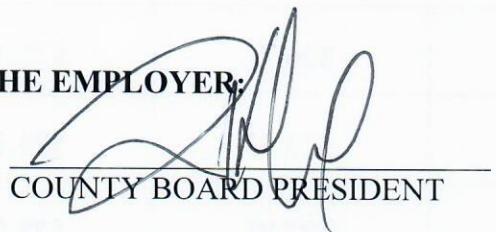
Date: \_\_\_\_\_



KEN EMANUELSON,  
PRESIDENT  
TEAMSTERS LOCAL 705

Date: \_\_\_\_\_

**FOR THE EMPLOYER:**

  
COUNTY BOARD PRESIDENT

Date: \_\_\_\_\_

  
MAINTENANCE DIRECTOR

Date: 1/17/23

## APPENDIX A – WAGES

The following schedule reflects regular hourly rate for all employees for the job classifications listed.

FULL SCALE RATES				
Job Classification	Current Rate	Effective 12/1/22 (2.5%)	Effective 12/1/23 (2.5%)	Effective 12/1/24 (2.5%)
Custodian	\$20.33	\$20.84	\$21.36	\$21.89
Courier	\$21.46	\$22.00	\$22.55	\$23.11
Maintenance I	\$25.42	\$26.06	\$26.71	\$27.38
Maintenance II	\$22.40	\$22.96	\$23.53	\$24.12
Lead Mechanic	\$26.51	\$27.17	\$27.85	\$28.55
Painter	\$22.14	\$22.69	\$23.26	\$23.84

In the event an employee is earning a wage higher than the full-scale rate, the negotiated rate will apply to that rate.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF KANKAKEE AND TEAMSTERS LOCAL 705  
REGARDING RATE OF PAY FOR ROBERT BEASLEY**

This Memorandum of Understanding is entered into by the County of Kankakee ("County") and Teamsters Local 705 (the "Union"), effective this \_\_\_\_ date of January, 2023.

**WHEREAS**, the Parties are signatories to a Collective Bargain Agreement (CBA); and

**WHEREAS**, the Parties wish to resolve a dispute regarding the rate of pay for Courier Robert Beasley on a non-precedential basis.

**NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. On a non-precedential basis, the hourly rate of the current courier, Robert Beasley, will be increased to \$21.80/hour, effective December 1, 2020.
2. In the event Mr. Beasley fails to maintain his HVAC license, the Union agrees that his wage may be decreased to the contractual Courier rate.
3. In the event the County upgrades the HVAC system or components in the County Office Building (189 Court Street) and as a result no longer needs use of Mr. Beasley's HVAC license, the County may reduce Mr. Beasley's pay to the contractual Courier Rate upon ninety (90) days advanced notice.
4. The Union agrees that in the event Beasley leaves the courier position and the County decides to fill the vacancy, the rate of pay will be at the courier rate in the collective bargaining agreement.

**EMPLOYER:**

County of Kankakee

By:

Date:

**UNION:**

Teamsters Local 705

By:

Date: