

# **ILLINOIS FOP LABOR COUNCIL**

---

and

## **COUNTY OF KANKAKEE / KANKAKEE COUNTY SHERIFF**

**Lieutenants**

**December 1, 2023 – November 30, 2026**

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487  
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058  
Web Address: [www.fop.org](http://www.fop.org)  
24-hour Critical Incident Hot Line: 877-IFOP911



**Collective Bargaining Agreement**

**Between**

**County of Kankakee**

**Kankakee County Sheriff**

**And**

**IL Fraternal Order of Police Labor Council**

**Representing**

**Lieutenants**

**December 1, 2023 to November 30, 2026**

## Table of Contents

PREAMBLE .....	8
ARTICLE 1 RECOGNITION - LIEUTENANT.....	8
ARTICLE 2 MANAGEMENT RIGHTS .....	8
ARTICLE 3 SUBCONTRACTING .....	10
Section 3.1 General Policy .....	10
Section 3.2 Notice and Discussion .....	10
ARTICLE 4 F.O.P. RIGHTS.....	10
Section 4.1 Bulletin Boards .....	10
Section 4.2 Lodge Representatives.....	10
Section 4.3 F.O.P. Access to Work Site .....	10
Section 4.4 F.O.P. Access to Employee Records .....	11
Section 4.5 Attendance at Lodge Meetings .....	11
Section 4.6 Grievance Processing.....	11
Section 4.7 F.O.P. Conferences .....	11
Section 4.8 Lodge Negotiating Team .....	11
ARTICLE 5 DUES DEDUCTION AND FAIR SHARE.....	11
Section 5.1 Dues Deduction .....	11
Section 5.2 Dues .....	12
Section 5.3. Fair Share.....	<b>Error! Bookmark not defined.</b>
ARTICLE 6 BILL OF RIGHTS .....	12
Section 6.1 Conduct of Disciplinary Investigation.....	12
Section 6.2 Disclosure of Assets .....	13
Section 6.3 Relief of Duty .....	13
Section 6.4 Payment Prior to Discipline.....	13
Section 6.5 Non-Adoption of Ordinance .....	13
Section 6.6 Photo Dissemination.....	14
Section 6.7 Compulsion of Testimony .....	14
Section 6.8 Political Activity .....	14
ARTICLE 7 NON-DISCRIMINATION .....	14
Section 7.1 Equal Employment Opportunity.....	14
Section 7.2 Prohibition against Discrimination.....	14
Section 7.3 Lodge Membership or Activity .....	14
Section 7.4 Processing Claims.....	14



ARTICLE 8 NO STRIKE.....	14
Section 8.1 No Strike Commitment.....	14
Section 8.2 Resumption of Operations .....	15
Section 8.3 Lodge Liability .....	15
Section 8.4 Discipline of Strikers .....	15
ARTICLE 9 RESOLUTION OF IMPASSE.....	15
Section 9.1 Notice to Arbitrate .....	15
Section 9.2 Impasse Defined .....	15
Section 9.3 Composition and Selection of Board of Arbitration.....	15
Section 9.4 Standards for Board of Arbitration.....	16
Section 9.5 Arbitration Award Final and Binding.....	17
Section 9.6 Arbitration Expense .....	17
ARTICLE 10 NEW CLASSIFICATIONS AND VACANCIES .....	17
Section 10.1 New Classifications .....	17
Section 10.2 Vacancies.....	18
ARTICLE 11 PERSONNEL FILES.....	18
Section 11.1 Personnel Files.....	18
Section 11.2 Inspection.....	18
Section 11.3 Notification .....	19
Section 11.4 Limitation on Use of File Material .....	19
Section 11.5 Use of File Material .....	19
ARTICLE 12 EMPLOYEE TESTING .....	19
Section 12.1 Statement of Policy.....	20
Section 12.2 Prohibitions.....	20
Section 12.3 Drug and Alcohol Testing .....	20
Section 12.4 Order to Submit to Testing .....	20
Section 12.5 Tests to Be Conducted .....	21
Section 12.6 Right to Contest .....	22
Section 12.7 Voluntary Requests for Assistance .....	22
Section 12.8 Discipline.....	22
ARTICLE 13 DISCIPLINE AND DISCHARGE.....	23
Section 13.1 Discipline and Discharge.....	23
Section 13.2 Pre-disciplinary Meeting .....	24
Section 13.3 Merit Commission .....	24



ARTICLE 14 GRIEVANCE PROCEDURE.....	24
Section 14.1 Definition of a Grievance .....	24
Section 14.2 Subject Matter.....	25
Section 14.3 Grievance Processing.....	25
Section 14.4 Grievance Procedure.....	25
Section 14.5 Arbitration Procedures.....	26
Section 14.6 Processing Grievances .....	26
ARTICLE 15 SENIORITY .....	27
Section 15.1 Definition of Seniority .....	27
Section 15.2 Seniority List .....	27
Section 15.3 Termination of Seniority.....	27
Section 15.4 Seniority While On Leave .....	27
ARTICLE 16 LAYOFF .....	27
Section 16.1 Layoff .....	27
Section 16.2 Layoff Order .....	28
Section 16.3 Recall .....	28
ARTICLE 17 INDEMNIFICATION .....	28
Section 17.1 Employer Responsibility .....	28
Section 17.2 Legal Representation .....	28
Section 17.3 Cooperation.....	28
Section 17.4 Applicability .....	29
ARTICLE 18 HOLIDAYS .....	29
Section 18.1 Holidays Recognized and Observed.....	29
Section 18.2 Holiday Work .....	29
ARTICLE 19 VACATIONS .....	29
Section 19.1 Eligibility and Allowances .....	29
Section 19.2 Vacation Pay .....	30
Section 19.3 Choice of Vacation Period.....	30
Section 19.4 Holiday During Vacation Period .....	30
Section 19.5 Work During Vacation Period .....	30
Section 19.6 Vacation Rights in Case of Layoff or Separation.....	30
ARTICLE 20 SICK LEAVE .....	30
Section 20.1 Allowance .....	30
Section 20.2 Accumulation.....	31

Section 20.3 Procedures.....	31
Section 20.4 Abuse of Leave .....	32
Section 20.5 Sick Leave Buyback .....	32
Section 20.6 Family Medical Leave Act .....	32
ARTICLE 21 LEAVES OF ABSENCE.....	32
Section 21.1 Eligibility Requirements .....	32
Section 21.2 Application for Leave .....	32
Section 21.3 Paid Leaves .....	33
Section 21.4 Unpaid Leaves .....	33
Section 21.5 Benefits During Leave .....	34
Section 21.6 Abuse of Leave .....	34
Section 21.7 Failure to Return From Leave .....	34
Section 21.8 Prohibition Against Misuse of Leaves.....	34
ARTICLE 22 HOURS OF WORK/OVERTIME .....	34
Section 22.1 Work Day.....	34
Section 22.2 Rest Periods .....	34
Section 22.3 Lunch periods .....	35
Section 22.4 Overtime .....	35
Section 22.5 On Call Pay – MISSING .....	35
ARTICLE 23 WAGES AND COMPENSATION .....	35
Section 23.1 Wage Schedule .....	35
Section 23.2 Shift Differential.....	35
Section 23.3 Pay Period.....	35
ARTICLE 24 CLOTHING ALLOWANCE .....	35
Section 24.1 Allowance Amount and Payment .....	35
Section 24.2 Uniform Changes.....	36
Section 24.3 Damaged Uniforms.....	36
Section 24.4 Ballistic Vests .....	36
ARTICLE 25 INSURANCE AND PENSION .....	36
Section 25.1 Medical Insurance Coverage .....	36
Section 25.2 Insurance Cost Allocation.....	36
Section 25.3 Cost Containment .....	37
Section 25.4 Terms of Insurance Policies to Govern.....	37
Section 25.5 Life Insurance .....	37



Section 25.6 Pensions .....	37
Section 25.7 Dental Insurance .....	37
Section 25.8 Funeral and Burial Benefit.....	37
Section 25.9 Survivor's Insurance Benefit.....	37
Section 25.10 Retirement Incentive.....	38
ARTICLE 26 LABOR MANAGEMENT/SAFETY COMMITTEE .....	38
Section 26.1 Labor Management Conferences.....	38
Section 26.2 Integrity of Grievance Procedure.....	39
Section 26.3 Safety Issues .....	39
Section 26.4 Disabling Equipment Defects .....	39
Section 26.5 Lodge Rep Attendance .....	39
ARTICLE 27 GENERAL PROVISIONS .....	39
Section 27.1 Maintenance of Standards.....	39
Section 27.2 Replacement of Glasses .....	40
Section 27.3 Required Inoculations .....	40
Section 27.4 Use of Masculine Pronoun.....	40
Section 27.5 Work Rules .....	40
Section 27.6 Retirement Badge .....	40
Section 27.7 Tuition Aid.....	40
Section 27.8 Officer Involved Shooting .....	41
ARTICLE 28 SAVINGS CLAUSE .....	42
ARTICLE 29 COMPLETE AGREEMENT .....	42
ARTICLE 30 DURATION.....	43
Section 30.1 Term of Agreement.....	43
Section 30.2 Continuing Effect.....	43
Section 30.3 Successor Bargaining.....	43
APPENIX A WAGE SCHEDULE .....	44
APPENDIX B SENIORITY LIST .....	44



## **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 Fraternal Order of Police, Kankakee County Lieutenants, Lodge No. 150, and the Illinois F.O.P. Labor Council, hereinafter referred to as the "Lodge".

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Lodge 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 Lodge 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 - LIEUTENANT**

The Employer hereby recognizes the Lodge 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 of all full-time sworn Lieutenants in the bargaining unit. The bargaining unit shall include: All full-time sworn Lieutenants in the Kankakee County Sheriffs' Office.

The Employer recognizes the integrity of the Lodge and its membership and it will not take any action directed at eroding it. The Employer will not require any Lodge member to perform any act which would constitute a violation 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 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 against employees under the established work rules and regulations of the Kankakee County Sheriffs Police and the provisions of this Agreement;

- e) To lay off employees;
- f) To maintain efficiency of County operations;
- g) To introduce new or improved methods or facilities;
- h) To change existing methods or facilities;
- i) 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;
- j) To contract out for goods or services other than law enforcement services or as provided in this Agreement;
- k) To determine the methods, means and personnel by which County operations are to be conducted:
  - 1) To set patrol zones, number of squad cars per shift, assignment of cars and equipment to personnel, and to change these as needed to meet department needs and priorities;
  - 2) To determine proper uniform and attire for all sworn personnel, to change, alter or amend this clothing and equipment as needed, and to set the dates of conversion from season to season;
  - 3) To determine the shift or duty assignments, the number of personnel per shift or duty assignments, and to change or alter these after proper notice (a minimum of fourteen (14) calendar days notice to transferred personnel);
  - 4) To require compliance with regular written department rules and regulations, and to all general orders, special orders, official notices or memorandum issued from the Administration Division or Sheriff of Kankakee County on department letterhead, memorandum, general or special order, or other identifiable department documents;
  - 5) The holding of part-time or secondary employment outside the Kankakee County Sheriff's Department by officers in the bargaining units is subject to the Rules and Regulations of the Sheriff's Department. While the holding of certain types of employment will not be approved under such Rules and Regulations as tending to bring discredit to the officer and the Department, permission to hold part-time or secondary employment shall not be unreasonably withheld by the Sheriff;
  - 6) To establish required training sessions and qualifications for specific duty assignments and to change or amend these requirements as needed to meet departmental needs or requirements;



- 7) To determine the proper utilization of department vehicles and equipment; the proper cleaning, care and maintenance of those vehicles and equipment, the number of personnel assigned to each vehicle and the location of vehicles when not in service;
- 8) To retain the right to issue, loan, and/or assign any or all department equipment and vehicles to employees or other individuals as necessary and directed by the Sheriff; and,
- 9) To schedule overtime work as required in the manner most advantageous to the department and in accordance with this Agreement.
- l) To take whatever action is necessary to carry out the functions of the County in situations of emergency.

### **ARTICLE 3 SUBCONTRACTING**

#### **Section 3.1 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 3.2 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 bargaining unit employee, the Employer shall first notify the Lodge and offer the Lodge 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. RIGHTS**

#### **Section 4.1 Bulletin Boards**

The Employer shall provide the Lodge with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for exclusive use of the Lodge.

#### **Section 4.2 Lodge Representatives**

Employees selected by the Lodge to act as Lodge representatives shall be known as "Reps". The name of employees selected as Reps and the names of other Lodge representatives who may represent employees shall be certified in writing to the Employer by Lodge No. 150 and the individuals so certified shall constitute the Lodge Grievance Committee. Any changes in the list shall be given to the Employer within twenty (20) days.

#### **Section 4.3 F.O.P. Access to Work Site**

Authorized representatives of the National or State Lodge shall be permitted to visit the Department during working hours to talk with officers of the local Lodge 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 Lodge member or operations of the Sheriff's Department.

#### **Section 4.4 F.O.P. Access to Employee Records**

The Lodge 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 4.5 Attendance at Lodge Meetings**

Subject to the need for orderly scheduling and emergencies, the Employer agrees that elected officials of the Board of Directors of the Lodge 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 Lodge, 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 officers shall be certified in writing to the Employer. Provided, that such officers shall remain on duty and that any officer who is on duty who is attending such a meeting shall continue to respond to violent crimes or felonies in progress.

#### **Section 4.6 Grievance Processing**

Reasonable time while on duty shall be permitted Lodge representatives for the purpose of aiding or assisting or otherwise representing officers 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 4.7 F.O.P. Conferences**

Any employee(s) chosen as delegate(s) to an F.O.P. State or National Conference will, upon written application approved by the Lodge 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 4.8 Lodge Negotiating Team**

Members designated as being on the Lodge negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Lodge 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 AND FAIR SHARE**

#### **Section 5.1 Dues Deduction**

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Lodge 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 Lodge in accordance with the laws of the State of Illinois. The Lodge shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

### **Section 5.2 Dues**

With respect to any officer on whose behalf the Employer receives written authorization in a form agreed upon by the Lodge and the Employer, the Employer shall deduct from the wages of the officer the dues and/or financial obligation uniformly required and shall forward the full amount to the Lodge by the tenth (10th) 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 Lodge.

The Employer will not similarly deduct dues in any other organization as to officers covered by this Agreement.

## **ARTICLE 6 BILL OF RIGHTS**

### **Section 6.1 Conduct of Disciplinary Investigation**

Whenever a law enforcement officer 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 law enforcement officer is on duty;
- b) The interrogation shall take place at the office of command of the investigating officer;
- c) The law enforcement officer under interrogation shall be informed of the name, rank, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one interrogator;
- d) No anonymous complaint made against a law enforcement officer shall be investigated unless the allegation is of a criminal nature;
- e) The law enforcement officer 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;
- f) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary;
- g) Any law enforcement officer under interrogation shall not be threatened with transfer, dismissal, or disciplinary action;



- h) A complete record shall be kept of the complete interrogation of a law enforcement officer including all recess periods. Such record may be electronically recorded and the officer may also record the complete interrogation. A copy of the record shall be available to the officer or his counsel upon request after transcription
- i) If any law enforcement officer 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;
- j) At the request of any law enforcement officer 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.
- k) No law enforcement agency shall insert any adverse material into any file of the officer unless the officer has an opportunity to review and receive a copy of said material in writing regarding the adverse material, unless the officer waives these rights in writing;
- l) 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 officer is found innocent unless the officer requests a public statement.
- m) Nothing in this Article or this Agreement shall be construed as a waiver of an officer's right to union representation as provided by law.

#### **Section 6.2 Disclosure of Assets**

No law enforcement officer 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 6.3 Relief of Duty**

The law enforcement officer 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 6.4 Payment Prior to Discipline**

If any officer 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 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 6.5 Non-Adoption of Ordinance**

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



### **Section 6.6 Photo Dissemination**

No photo of an officer 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 6.7 Compulsion of Testimony**

The Sheriff shall not compel an officer 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 6.8 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 7.1 Equal Employment Opportunity**

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

### **Section 7.2 Prohibition against Discrimination**

Both the Employer and the Lodge 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.

### **Section 7.3 Lodge Membership or Activity**

Neither the Employer nor the Lodge shall interfere with the right of employees covered by this Agreement to become or not become members of the Lodge, and there shall be no discrimination against any such employees because of lawful Lodge membership or non-membership activity or status.

### **Section 7.4 Processing Claims**

The parties agree that any claim of discrimination of any type shall not be processed through the grievance procedure of this agreement, but rather shall be processed through the appropriate federal, state or other administrative agency and/or the courts.

## **ARTICLE 8 NO STRIKE**

### **Section 8.1 No Strike Commitment**

Neither the Lodge nor any officer 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 Lodge nor any officer shall refuse to cross any picket line, by whoever established.

### **Section 8.2 Resumption of Operations**

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

### **Section 8.3 Lodge Liability**

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

### **Section 8.4 Discipline of Strikers**

Any officer who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any officer 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 officer in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

## **ARTICLE 9 RESOLUTION OF IMPASSE**

### **Section 9.1 Notice to Arbitrate**

If in any case of a dispute between the Employer and the Lodge the collective bargaining process reaches an impasse with the result that said Employer and Lodge are unable to effect a 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 9.2 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 by way of a written agreement within forty-five (45) days after collective bargaining proceedings have been initiated.

### **Section 9.3 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 Lodge, and a third member to be agreed upon by the Employer and the Lodge. The members of the Arbitration Board representing the Employer and the Lodge 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 Lodge, 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 Lodge 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 9.4 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 9.5 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 Lodge 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 9.6 Arbitration Expense**

The compensation, if any, of the arbitrator appointed by the Lodge shall be paid by the Lodge. 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 Lodge. Provided, that the Employer shall first pay such expenses and the Lodge 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 NEW CLASSIFICATIONS AND VACANCIES**

#### **Section 10.1 New Classifications**

Where the Employer finds it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employer and Lodge agree to jointly petition the State Labor Board to seek the necessary unit clarification.

If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Lodge may appeal the proposed pay grade to the 3rd step of the grievance procedure.

The grievance committee or 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 within 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 grievance committee or arbitrator's decision.

If the decision is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation.

Upon installation of the new position classification, the filling of such position classification shall be in accordance with the posting and bidding procedures of this Agreement.

### **Section 10.2 Vacancies**

Vacancies within department divisions and specialty units will be filled by a selection process to include application, interviewing, and selection of the most qualified person(s) from an eligibility list as determined by the Sheriff or his designee. A bargaining unit member's qualifications shall consist of, but are not limited to: work experiences, education, and training.

All jobs must be posted for seven (7) consecutive calendar days. A union steward can bid on a job posting for another bargaining unit member. Interviewing may be conducted either in person or via phone if the person is unavailable during the interview process.

Decisions made by the Sheriff are final and non-grievable.

## **ARTICLE 11 PERSONNEL FILES**

### **Section 11.1 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 I. I. D. files, but material not maintained in the central personnel file may not provide the basis for disciplinary action against an employee.

### **Section 11.2 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 upon payment for the cost of copying;
- 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 Lodge 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 argument 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 11.3 Notification**

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

### **Section 11.4 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 officer's interests.

### **Section 11.5 Use of File Material**

Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file, shall not be used against the officer 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. Oral Reprimands shall be purged from all files after the one-year period. Provided, however, that the Grievance Committee at the third step of the grievance procedure, an arbitrator or judge reviewing the severity of a suspension or the merits of a discharge may consider the fact that the officer had previously received such reprimands.

## **ARTICLE 12 EMPLOYEE TESTING**



### **Section 12.1 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 officers.

### **Section 12.2 Prohibitions**

Officers 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 officer'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 Sheriff's Department or to restrict the Employer's right to require prospective hires to submit to a drug screening procedure.

### **Section 12.3 Drug and Alcohol Testing**

Employees required to submit to drug and/or alcohol testing pursuant to the terms of this Agreement shall be required to submit to the testing person or agency only the following information:

- a) Name
- b) Sheriff's office address
- c) Phone number where they can be reached
- d) Sheriff's identification number

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

In addition to the conditions noted above, all sworn members of the Kankakee County Sheriff's Department shall be subject to random drug/alcohol testing. The Sheriff will be permitted to have two (2) random drawings per year with a maximum of ten (10) officers 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.

### **Section 12.4 Order to Submit to Testing**

At the time an officer is ordered to submit to testing authorized by this Agreement, the Sheriff shall provide the officer 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 officer 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 officer shall be conducted without first affording the officer the right to FOP representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

#### **Section 12.5 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 National Institute of Drug Abuse (NIDA);
- b) Ensure that the laboratory or facility selected conforms to all NIDA standards;
- c) 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 officer 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 officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the officer;
- e) Collect samples in such a manner as to ensure 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 officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's expense; Provided the officer 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 officer's interests;



- i) Require that with regard to alcohol testing, for the purpose of determining whether or not the officer 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, Le., below .04, demonstrate that the officer 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 officer 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 officer;
- k) Ensure that no officer 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 12.6 Right to Contest**

The Lodge and/or the officer, with or without the Lodge, 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 officers may have with regard to such testing. Officers retain any such constitutional rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Lodge.

#### **Section 12.7 Voluntary Requests for Assistance**

The County shall take no adverse employment action against an officer 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 officer 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 officer 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 officer's interests, except reassignment as described above.

#### **Section 12.8 Discipline**

All officers 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 officer agreeing to the appropriate treatment as determined by the physician(s) involved;
- b) The officer discontinues his abuse of the drug or abuse of alcohol;
- c) The officer completes the course of treatment prescribed, included an "after-care" group for a period of up to twelve (12) months;
- d) The officer agrees to submit to random testing during hours of work during the period of "after-care".

Officers 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 officer on active status through the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a peace officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such officers 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.

## **ARTICLE 13 DISCIPLINE AND DISCHARGE**

### **Section 13.1 Discipline and Discharge**

The parties recognize the principles of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- Counseling session (not placed in affected employees personnel file)
- Oral reprimand
- written reprimand
- Suspension (notice to be given in writing)
- Discharge

Unless other proven violations of a similar nature occur within one (1) year of an oral reprimand, and two (2) years of a written reprimand, oral reprimands shall be removed from personnel files



after one (1) year, and written reprimands shall be removed from personnel files after two (2) years.

Employees must submit in writing to the Sheriff a memo to have the above referenced discipline records removed from their files.

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

The Employer may allow a Lieutenant to forfeit paid leave in lieu of an unpaid suspension (i.e. vacation, comp time or sick leave) for a first offense unless aggravating circumstances would deprecate the seriousness of the offense. For the second and all subsequent infractions, the Employer may allow a Lieutenant to use paid leave "(as described above) in lieu of an unpaid suspension.

### **Section 13.2 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 Lodge 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 Lodge representation and shall be entitled to such, if so requested by the employee, and the employee and Lodge Rep shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Lodge Rep shall be available within twenty-four (24) hours of notification. If the employee does not request Lodge representation, a Lodge Rep shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

### **Section 13.3 Merit Commission**

The Employer and the Lodge agree that the provisions of this Agreement relating to discipline, discharge, grievance procedures and arbitration shall be exclusive to similar procedures heretofore available under the Sheriffs Merit Commission. Provided, however, that nothing herein shall infringe on the function of the Sheriffs Merit Commission in testing applicants for new positions or promotions and creating eligibility lists for any such positions from which the Sheriff shall fill any such positions.

## **ARTICLE 14 GRIEVANCE PROCEDURE**

### **Section 14.1 Definition of a Grievance**

A grievance is defined as any difference, complaint or dispute between the Employer and the Lodge 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 14.2 Subject Matter**

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

#### **Section 14.3 Grievance Processing**

No employee or Lodge 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. A "business day" as herein used shall be defined as Monday through Friday, excluding holidays and weekends. Failure to answer a grievance in accordance with the time limits herein shall cause the grievance to automatically be advanced to the next step in the procedure, except for arbitration, which shall require a written demand filed by the Union to the co-employers.

#### **Section 14.4 Grievance Procedure**

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

**Step 1:** The Lodge Rep, and/or the employee, shall take up the grievance or dispute with the employee's department head within five (5) business days of the date of the grievance or the employee's knowledge of its occurrence. 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 Lodge Rep and/or the employee within five (5) business days. If an employee desires to process a grievance in his/her own behalf, the Lodge may be present at the hearing.

**Step 2:** If the grievance has not been settled, it shall be presented in writing by the Lodge Rep or grievant to the Sheriff or his designee within five (5) business days after the supervisor's response is due. The Sheriff or his designee will respond to the Lodge Rep or the employee in writing within five (5) 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 Lodge (and the Sheriff when heard by the County Board) within five (5) business days after the hearing date.

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



#### **Section 14.5 Arbitration Procedures**

If the grievance is not settled in Step Two, the matter may be referred for arbitration by written request by the Lodge 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 Lodge 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 thirty (30) 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 Lodge 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 officer, then no additional compensation or overtime payment shall be made by the Employer to the grieved employee, witnesses or representatives of the Lodge.
- h) 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.

#### **Section 14.6 Processing Grievances**

The Lodge Grievance Committee 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 15 SENIORITY**

### **Section 15.1 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 Sheriffs Police Officer for the County of Kankakee.

### **Section 15.2 Seniority List**

The Employer and Lodge have agreed upon a seniority list setting forth the present seniority dates for all officers 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 officers 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 B and made a part hereof.

### **Section 15.3 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) Retires
- e) Is absent for three consecutive scheduled workdays 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

### **Section 15.4 Seniority While On Leave**

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 position within the Kankakee County Sheriff's Office provided the affected employee continues to pay Union dues while in an exempt position.

## **ARTICLE 16 LAYOFF**

### **Section 16.1 Layoff**

In the event the Employer determines a layoff is necessary, employees shall be laid off in the inverse order of their bargaining unit seniority unless compliance with jail standards, state, or federal law require otherwise. The Employer agrees to inform the Lodge in writing not less than sixty (60) days prior to such layoff and to provide the Lodge with the names of all officers to be laid off in such notice. Layoffs may be initiated by the Employer only where

there are insufficient funds to continue operating the department at existing levels and must be department wide.

### **Section 16.2 Layoff Order**

- (a) Lieutenants shall be laid off in inverse order of their seniority. Lieutenant's officers shall receive notice in writing of the layoff not less than sixty (60) days prior to the effective date of such layoff.
- (b) A Lieutenant laid off from his position may elect to return to a Sergeant rank in Unit B of Lodge #150.
- (c) Any Lieutenant who holds a permanent bargaining unit rank, but is appointed to an exempt position that falls outside the bargaining unit shall be subject to the same lay-off provisions contained within this Article. This provision, however, does not prevent the "appointed" Lieutenant from maintaining his exempt position. Rather, if an appointed Lieutenant's permanent bargaining unit position would be laid-off by virtue of its ranking on the bargaining unit seniority list, and if the Lieutenant's appointed position was abolished or if the Lieutenant was re-assigned to a bargaining unit position, then that Lieutenant would be considered laid off.
- (d) A letter of agreement between the Lieutenants and the FOP # 150 (Unit A and B) has been attached to this agreement to allow the return as stated in section (b) above.

### **Section 16.3 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. Lieutenants who have elected to bump into a lower rank (Sergeant) shall have first priority, according to their seniority, to be recalled to the Lieutenant rank, provided they have previously held the rank of Lieutenant which is subject to recall.

## **ARTICLE 17 INDEMNIFICATION**

### **Section 17.1 Employer Responsibility**

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

### **Section 17.2 Legal Representation**

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

### **Section 17.3 Cooperation**

Lieutenants 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 17.4 Applicability**

The Employer will provide the protections set forth in Section 1 and Section 2 above, so long as the Lieutenant is acting within the scope of his employment and where the officer 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 18 HOLIDAYS**

#### **Section 18.1 Holidays Recognized and Observed**

Effective 12-1-13 the following days shall be recognized and observed as paid holidays:

New Year's Day	Columbus Day
Martin L. King's Birthday	Lincoln's Birthday
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
July 4th	Day after Thanksgiving
Labor Day	Christmas Day

All Lieutenants shall observe all holidays in accordance with the holiday schedule determined by the Chief Judge of the Circuit Court of Kankakee County, as referenced herein.

Lieutenants shall be paid 8 hours of Comp. time for General Election Day each year.

#### **Section 18.2 Holiday Work**

Lieutenants will not be required to work on holidays, with the exception of emergencies as determined by the Sheriff. In the event that a Lieutenant is required to work on a holiday, the employee will be compensated at a rate of time and one-half ( $1\frac{1}{2}$ ) of the employee's regular rate. This overtime will not be held to the 50-hour requirement as listed in this agreement.

### **ARTICLE 19 VACATIONS**

#### **Section 19.1 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 shall be earned annually based on the following schedule:

At least eight (8) years of service:	120 hours per year.
At least fourteen (14) years of service:	160 hours per year.
At least twenty-one (21) years of service:	168 hours per year
At least twenty-two (22) years of service:	176 hours per year
At least twenty-three (23) years of service:	184 hours per year
At least twenty-four (24) years of service:	192 hours per year

At least twenty-five (25) to Thirty (30) 200 hours per year

#### **Section 19.2 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 19.3 Choice of Vacation Period**

Vacations shall be granted at the time requested by the employee, subject to the performance of bargaining unit work. 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. Vacation periods shall be taken each year. If the Employer is unable to grant the schedule request of the employee or reschedule the vacation, the employee shall be compensated for each day of unused vacation at the employee's base rate of pay.

#### **Section 19.4 Holiday During Vacation Period**

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee shall not have to use his /her vacation or compensatory time in order to have the holiday off.

#### **Section 19.5 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 ( $1\frac{1}{2}$ ) of his/her regular rate. 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 19.6 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 unless other terms are agreed upon between both the employer and employee at the time of separation.

### **ARTICLE 20 SICK LEAVE**

#### **Section 20.1 Allowance**

It is the policy of Kankakee County to provide protection for its full-time employees against loss of income because of illness. All eligible employees are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for a one-day vacation, nor is it to be used to extend vacation period or holidays.



### **Section 20.2 Accumulation**

Sick leave will be granted as follows: based on calendar year beginning January 1st; (15 working days) after five (5) years continuous employment. Sick leave may be accumulated up to, but no more than, 240 days.

### **Section 20.3 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.

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. In the event of sick leave for any purpose, the Sheriff may require the certificate of a medical doctor giving information as to the circumstances involved. Sick leave may be used by employees for absences due to an illness, injury, or medical appointment of the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, on the same terms upon which the employee is able to use personal sick leave benefits for the employee's own illness or injury. The Employer may limit the use of sick leave for absences due to an illness, injury, or medical appointment of the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to an amount not less than the personal sick leave that would be earned during six months at the employee's rate of sick leave accrual.

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

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

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

Sheriff 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 the normally, scheduled straight time day.

The Sheriff's Department shall maintain a record of sick leave accrual, sick leave taken, and the balance of sick leave allowance available for the individual employees.



#### **Section 20.4 Abuse of Leave**

Sufficient evidence of abuse of leave is subject to the disciplinary procedures of this Agreement.

#### **Section 20.5 Sick Leave Buyback**

Employees who retire will receive 50% of their sick time bank, up to a maximum of eighty (80) days. The remaining balance will be put towards the employee's IMRF pension. For the 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.

When an employee has accrued the maximum amount of sick time, two hundred forty (240) days or 1920 hours, the employee will be reimbursed in pay for ½ of the remaining balance to a maximum of 7 ½ days per year. Bargaining unit members shall have the option to have sick time paid out two months following retirement. Payment for accrued, but unused sick time in this situation will not be included in the final rate of earnings (FRE) for pension calculation purposes. This sick time payout is also not subject to IMRF member contributions.

#### **Section 20.6 Family Medical Leave Act**

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

### **ARTICLE 21 LEAVES OF ABSENCE**

#### **Section 21.1 Eligibility Requirements**

Employees shall be eligible for leaves of absence after four (4) months service with the Employer.

#### **Section 21.2 Application for Leave**

Any request for a leave of absence shall be submitted in writing by the employee to the Sheriff. 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 short leave of absence, a leave not exceeding one 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 21.3 Paid Leaves**

- a) Jury Duty/Civic Duty: Upon notice to the Sheriff, full-time or part-time 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, usual 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: Employees will be given up to three (3) days off with pay in the event of a death of a member of their immediate family. For purposes of this Article, "immediate family" shall be defined as the employee's spouse or any of the following of either employee or their spouse: father, mother, brother, sister, child, grandchild, grandparent, step-parent or step-child. Bereavement leave may be extended on a day-to-day basis, at the discretion of the Sheriff, for up to a maximum of fourteen (14) days. This additional time shall be taken at the officer's discretion as compensatory time, vacation, sick leave or unpaid leave.
- c) Military Service: Any employee who is a member of National Guard or Armed Services of the United States 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 for no more than two (2) work weeks per year. 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 Continuing 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.

### **Section 21.4 Unpaid Leaves**

Discretionary Leave: 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 21.5 Benefits During Leave**

No holidays, vacation, or sick pay shall be earned while on leaves of absence longer than three (3) months.

#### **Section 21.6 Abuse of Leave**

Sufficient evidence of abuse of leave is subject to the disciplinary procedures of this Agreement.

#### **Section 21.7 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 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.

#### **Section 21.8 Prohibition Against Misuse of Leaves**

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 Agreement shall subject the employee to immediate discharge or loss of all benefits and rights accrued pursuant to the terms of this Agreement.

### **ARTICLE 22 HOURS OF WORK/OVERTIME**

#### **Section 22.1 Work Day**

Lieutenants shall work eight (8) consecutive hours of work within a twenty-four hour period. The regular hours of work each day shall be 8:30am-4:30pm, except that they may be interrupted by breaks and a lunch period as hereinafter provided.

For all Lieutenants, eight (8) consecutive hours of work shall constitute a work shift. All Lieutenants shall be scheduled to work on a regular work shift consisting of five (5) such shifts, Monday through Friday, in each 7-day work period. An employee shall work forty (40) hours in each work period as his/her regular shift. Lieutenant's shall recognize the Holiday schedule of the 21<sup>st</sup> Judicial District (Courthouse) and will not be required to work on these holidays.

#### **Section 22.2 Rest Periods**

The Employer recognizes that rest periods of approximately fifteen (15) minutes each should be provided all employees. All officers 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.

**Section 22.3 Lunch periods**

All lieutenants shall receive a lunch period of thirty (30) minutes which may be interrupted subject to the operating needs of the Sheriff.

**Section 22.4 Overtime**

- a) Lieutenants shall not receive overtime until the employee has reached 50 hours. Lieutenants can take compensatory overtime for any time over 50 hours.
- b) Lieutenants may accumulate up to 110 hours of compensatory time per year. Compensatory time may be carried over from year to year.

**ARTICLE 23 WAGES AND COMPENSATION**

**Section 23.1 Wage Schedule**

Lieutenants shall be compensated in accordance with the wage schedule attached to this Agreement as Appendix A and made a part hereof. The wages listed in Appendix A of this Agreement reflect increases effective immediately and will continue as listed in the pay appendix.

**Section 23.2 Shift Differential**

In addition to the established wage rates, officers assigned to the following shifts will receive the following shift differentials:

7:00 P.M. to 3:00 A.M.	\$170.00 per month
11:00 P.M. to 7:00 A.M.	\$200.00 per month
3:00 P.M. to 11:00 P.M.	\$160.00 per month
Courthouse detail	\$100.00 per month

**Section 23.3 Pay Period**

The salaries and wages of employees shall be paid either bi-weekly or semimonthly in accordance with the pay schedule of Kankakee County.

**ARTICLE 24 CLOTHING ALLOWANCE**

**Section 24.1 Allowance Amount and Payment**

All employees covered by this Agreement shall receive a yearly clothing allowance of \$900.00.

This clothing allowance is to be paid in full, less applicable withholding(s), at the first pay period in December.

#### **Section 24.2 Uniform Changes**

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

#### **Section 24.3 Damaged Uniforms**

Any portion of an officer'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.

#### **Section 24.4 Ballistic Vests**

The Employer shall refurbish or replace protective ballistic vests on the 5-year anniversary of the issuance. The Employer agrees to consult with representatives of the Lodge re: the brand, style, and threat level of vests to be issued.

Employees are required to wear protective vests while performing street level activities during their scheduled hours of work and while on the firearms range. Officers assigned to the detective division, administration or other specialty units shall wear ballistic vests at the direction of the Sheriff or his designee.

Nothing shall prohibit the County or the bargaining unit from seeking additional compensation from any outside agency or service oriented group (i.e. 100 Club, poker run, etc.) in order to defray the costs of vest replacement/purchase. Purchased vests will be considered property of the Kankakee County Sheriff's Department. Upon receipt of a replacement vest or upon separation from the Sheriff's Department, vests will be returned to the Sheriff's office. Vests shall be replaced when damaged in the line of duty.

### **ARTICLE 25 INSURANCE AND PENSION**

#### **Section 25.1 Medical Insurance Coverage**

The County shall provide group medical and hospital insurance for all employees (and retirees under contract) 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 25.2 Insurance Cost Allocation**

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 may 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, unless otherwise eligible



under the terms of the insurance carrier or by law. Employees who opt out shall not be entitled to any compensation as a result of such action.

### **Section 25.3 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. By mutual agreement of the parties, the County and the Union may 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 25.4 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 25.5 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 25.6 Pensions**

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

### **Section 25.7 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 and qualifying retirees. The Employer shall determine which insurance company will be offered.

### **Section 25.8 Funeral and Burial Benefit**

The Employer agrees to pay funeral and burial expenses of any officer who dies as a result of a duty related incident in an amount not to exceed \$12,000. A duty related incident shall be defined as any activity occurring on duty or off-duty while acting in the capacity of a police officer.

### **Section 25.9 Survivor's Insurance Benefit**

The Employer agrees to provide fully paid health insurance for the surviving spouse and/or children of any Lieutenant who dies as a result of the performance of his duties, consistent with the insurance coverage provided other bargaining unit employees. This shall also include any child or children of the deceased employee who is not yet born at the time of the employee's death. Surviving children covered under this plan shall be eligible for this benefit consistent with the terms and conditions of the insurance carrier. This benefit shall also include any Lieutenant catastrophically injured while performing his duties and/or is unable to return to work as a Lieutenant for the Kankakee County Sheriff's Department.



### **Section 25.10 Retirement Incentive**

Any Lieutenant who is at least fifty (50) years of age, has twenty (20) or more years of continuous service as a Kankakee County Employee, and retires as a Sheriff's Lieutenant, shall have \$12.50/month for each year of pensionable service time paid on the employee's behalf by the employer for health coverage offered to employee's until the Lieutenant reaches the age of eligibility for Medicare coverage. In the event an employee receives health insurance coverage from another provider, the employee shall notify the employer of the name of the provider to which payment shall be made. Acceptable documentation of this coverage will require a sworn affidavit from the retired Lieutenant. This benefit is intended by the parties to be a permanent benefit for those employees who retire while this agreement is in effect. The employer would also allow the retiree to enroll in the County's dental and vision coverage, but such coverage would be covered at 100% by the retiree and none of the Retirement Incentive could apply to either policy.

Should a Lieutenant not choose to accept health insurance through the county at retirement or to have a spouse covered at the time of retirement, that Lieutenant or family member would only be allowed to re-enroll on the county health plan during open enrollment or following a qualifying event.

Should a retired Lieutenant receive fully paid health insurance coverage as a result of employment elsewhere, this benefit shall not apply during the term of that employment when the insurance is fully paid, but they may return to coverage when that status ends. If a Lieutenant receives partially paid health insurance coverage as a result of employment elsewhere, this benefit shall apply. In the event of the death of an eligible employee, this benefit is not transferable to a surviving spouse.

## **ARTICLE 26 LABOR MANAGEMENT/SAFETY COMMITTEE**

### **Section 26.1 Labor Management Conferences**

The Lodge and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Lodge 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 Lodge 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 Lodge 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 26.2 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 non-binding 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 Lodge, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

#### **Section 26.3 Safety Issues**

Any report or recommendation which may be prepared by the Lodge 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 Lodge.

#### **Section 26.4 Disabling Equipment Defects**

The Employer recognizes its obligation to provide safe equipment and vehicles to the officers. No officer shall be required to use any equipment that the Employer and the Lodge mutually agree is defective because of a disabling condition. When an assigned department vehicle has a disabling defect as mutually agreed between the Lodge and the Employer or is in violation of the Law, the officer may notify his supervisor, complete required reports and follow the patrol commander's direction relative to requesting repair, replacement or the continued operation of said vehicle.

#### **Section 26.5 Lodge Rep Attendance**

When absence from work is required to attend labor-management conferences, Lodge members shall, before leaving their work station, give reasonable notice to and receive approval from, their department head or Chief in order to remain in pay status. Department Head or Chief shall approve the absence except in emergency situations. Lodge 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.

### **ARTICLE 27 GENERAL PROVISIONS**

#### **Section 27.1 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 Sheriffs rules and regulations and general orders.



### **Section 27.2 Replacement of Glasses**

The Employer agrees to repair or replace as necessary an officer's eyeglasses, contact lenses, and prescription sunglasses, if such are damaged or broken, if 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 immediate supervisor.

### **Section 27.3 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 such becomes necessary as a result of said employee's exposure to contagious diseases where said officer has been exposed to said disease or is likely to have been exposed in the line of duty.

### **Section 27.4 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 27.5 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 maintained in the squad room for reference by the officers.

### **Section 27.6 Retirement Badge**

The Employer will provide a retirement badge and case to bargaining unit members upon retirement from the Kankakee County Sheriff's Department at no cost to the employee.

### **Section 27.7 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. This shall include required courses necessary to complete a degree in a job-related area.

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 or required for a degree in a job-related field
- 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 of "C" or higher has been given to the Sheriff or HR representative.
- f) All classes must be pre-approved by the individual Department Head.
- 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. 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 16 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.
- k) The parties agree that if an employee resigns / retires within 12 months of receiving tuition reimbursement, he shall repay the County 100% of the tuition reimbursed. If an employee resigns within 18 months of receiving tuition reimbursement, the employee shall repay the County 50% of the tuition reimbursed.

#### **Section 27.8 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 28 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 29 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.



## **ARTICLE 30 DURATION**

### **Section 30.1 Term of Agreement**

This Agreement shall be effective from both parties signing this agreement and shall remain in full force and effect from December 1, 2023 to November 30, 2026. 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.

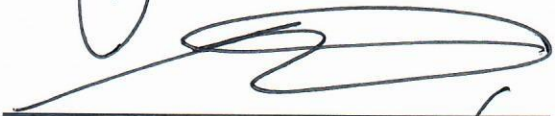
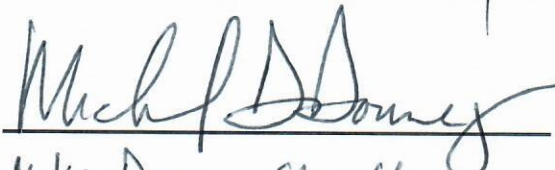
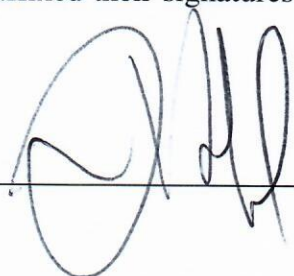
### **Section 30.2 Continuing Effect**

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 30.3 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 \_\_\_\_\_, 2024

  
\_\_\_\_\_  
\_\_\_\_\_  
Mike Downey, Sheriff  
\_\_\_\_\_

**APPENIX A WAGE SCHEDULE**

		3%	3%
Current	12/1/2023	12/1/2024	12/1/2025
\$106,100.71	\$120,000	\$123,600	\$127,308

**APPENDIX B SENIORITY LIST**

<b><u>Name</u></b>	<b><u>Promotion Date</u></b>	<b><u>Date of Employment</u></b>
Chad Gessner	12/02/2009	05/16/1998 (exempt)
Kraig Horstmann	04/07/2019	03/20/2000 (exempt)
Trent Bukowski	04/08/2019	12/14/2004 (exempt)
Andy Bayston	04/09/2019	03/06/2000
Andy Mackin	02/07/2022	12/16/2004 (exempt)
Robert Lowey	02/07/2022	12/01/2002