

ILLINOIS FOP LABOR COUNCIL

And

Unit A: Patrol &

Unit B: Command

December 1, 2024 - November 30, 2028



Collective Bargaining Agreement

Between

**County of Kankakee
Kankakee County Sheriff**

**And
IL Fraternal Order of Police
Labor Council**

Representing

Unit A: Patrol and Unit B: Command

December 1, 2024 through November 30, 2028

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PREAMBLE

This Agreement is entered into by the County of Kankakee, a body politic, and Sheriff of Kankakee County, hereinafter referred to as the "Employer", and the Fraternal Order of Police, Kankakee County Peace Officers, 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 employee's 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 (UNIT A)

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 patrol officers in the bargaining unit. The bargaining unit shall include: All full-time Patrol Officers in the Kankakee County Sheriffs Police Department, but excluding Corporals, Sergeants, Lieutenants, one Patrol Commander, one Chief of Administrative Services, one Chief of Corrections, one Chief of Investigative Services, Chief of Information Services, Assistant Chief for Community Policing, Chief Deputy, Undersheriff, Sheriff, all confidential, managerial and supervisory employees as defined by the Act and all other employees of the County of Kankakee and Kankakee County Sheriff's 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.

RECOGNITION (UNIT B)

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 ranking officers in the bargaining unit. The bargaining unit shall include: Employees in the rank of Corporal, and Sergeant in the Kankakee County Sheriffs Police Department but excluding Lieutenants, Patrol Officers, one Patrol Commander, one Chief of Administrative Services, one Chief of Corrections, Chief of Investigative Services, Chief of Information Services, Assistant Chief for Community Policing, Chief Deputy, Undersheriff, and Sheriff.

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 hire or promote from the Merit Commission eligibility list, 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 (past practice has been 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.

(m) Appendix C regarding lateral entry is attached hereto and made a part hereof.

ARTICLE 3 **SUBCONTRACTING**

Section 1. General Policy

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

Section 2. Notice and Discussion

Absent an emergency situation, prior to the Employer changing its policy involving the overall subcontracting of work in a bargaining unit area, when such change amounts to a significant deviation from past practice resulting in layoff of a significant number of bargaining unit

employees, the Employer shall first notify the 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 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 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 ten (10) days.

Section 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. 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 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 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 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 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**

Section 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 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 (see Appendix D) 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 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) 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;
- (e) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary;
- (f) Any law enforcement officer under interrogation shall not be threatened with transfer, dismissal, or disciplinary action;
- (g) 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.
- (h) 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;
- (i) 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.
- (j) 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;
- (k) No public statement shall be made prior to a final decision being rendered by the Sheriff, Grievance Committee or Board of Arbitration, and no public statement shall be made if the officer is found innocent unless the officer requests a public statement.
- (l) 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 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 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 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 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. 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 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 8. Political Activity

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

ARTICLE 7 **NON-DISCRIMINATION**

Section 1. Equal Employment Opportunity

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

Section 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 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 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 whomever established.

Section 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 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 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 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 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 3. Composition and Selection of Impasse Arbitrator

The Board of Arbitration shall be composed of one person selected following the grievance procedure's provisions for selecting an arbitrator. Arbitration hearings shall be conducted in the County of Kankakee, Illinois, unless otherwise mutually agreed by the parties.

Section 4. Standards for Impasse 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 impasse arbitrator shall base their findings, opinions and order upon the following factors, as applicable:

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

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

Section 5. Arbitration Award Final and Binding

The determination of the majority of the impasse arbitrator 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 impasse arbitrator. Such determination shall be in writing and a copy thereof shall be forwarded to both parties to the dispute.

Section 6. Arbitration Expense

The compensation for the impasse arbitrator, as well as all stenographic and other expenses incurred by the impasse arbitrator 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 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 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.

In order to be eligible to bid on specialty units, the employee must have at least three (3) years of experience as a Kankakee County Deputy, unless the individual has prior police experience with another police agency. If the employee has previous police experience, he is eligible to bid on specialty units after one year as a County Deputy Sheriff.

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

Section 3. Promotional Opportunities

All deputies that are in good standing with three years of continuous service shall be eligible to take the promotional exam and be promoted to Corporal, 5 years for Sergeant, and 7 years for Lieutenant regardless of their level of college credits. Deputies who have continued their education during their employment and received college credits will be given points for their level of college credits obtained:

60 hours:	.5 points
80 hours:	1.0 points
120 hours:	2.0 points
150 hours:	3.0 points

ARTICLE 11 **PERSONNEL FILES**

Section 1. Personnel Files

The Employer shall keep a central personnel file within the bargaining unit for each employee.

Section 2. Inspection

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

- (a) Such inspection shall occur immediately following receipt of the request;
- (b) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request;

(c) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein 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 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 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 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 disregarded for progressive discipline purposes after one year. 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 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 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 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 work day, 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 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 5. Tests to Be Conducted

In conducting the testing authorized by this Agreement, the Kankakee County Sheriffs 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, i.e., 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 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 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 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 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 deputy 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 deputy to use paid leave (as described above) in lieu of an unpaid suspension.

Section 2. Pre-disciplinary Meeting

For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall notify the local 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 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. The Parties agree that the Kankakee County Sheriff's Merit Board is divested of jurisdiction to hear disciplinary charges and/or appeals, and that the Sheriff has the authority to impose discipline on bargaining unit members for just cause up to and including termination. 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 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 2. Subject Matter

Only one subject matter shall be covered in any one grievance. A written grievance shall contain a statement of the grievants 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 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 workstation 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 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 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 select an arbitrator. The two representatives shall in turn, by mutual agreement, select an arbitrator. In the event the two representatives are unable to agree upon the arbitrator, they shall obtain a list of recognized arbitrators from Federal Mediation and Conciliation Service. Upon receipt of such list, each party shall alternate striking a name from the list, with the winner of a coin toss designating who will strike first, until there is one name remaining. The remaining individual shall be the arbitrator.
- (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. The hearing shall only be open to all parties in interest.
- (c) The arbitrator 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 arbitrator shall be in writing and shall set forth the findings of fact, reasoning and conclusions of the issues submitted.
- (e) The decision of the arbitrator 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 arbitrator 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 either 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 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 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 2. Probation Period

An employee is a "probationary employee" for his/her first two (2) years from date of hire of employment and until he/she successfully completes state mandated P. T. I. or equivalent schooling and FTO training. No matter concerning the discipline, layoff or termination of, a probationary employee shall be subject to the grievance and arbitration procedures. At the request of the Lodge, however, the Employer, through a designated representative, shall discuss the termination of the probationary employee with the Lodge, provided the request is made within seventy-two (72) hours following notification of the termination. The Lodge shall be notified in writing of a probationary deputy's termination at the same time notice is given to the affected employee. A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he/she has completed his/her probationary period. Upon the completion of his/her probationary period, he/she will acquire seniority from his/her date of hire.

Section 3. Seniority List

The Employer and 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 4. Termination of Seniority

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

- (a) Quits; or
- (b) Is discharged for just cause; or
- (c) Is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months; or
- (d) Accepts gainful employment while on an approved leave of absence from the Sheriffs Police Department; or

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

Section 5. Seniority While On Leave

Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence.

Section 6. Conflicts in Vacation

Officers shall select the periods of their annual vacation on the basis of seniority. Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks. Provided however, that no officer shall have priority in selecting vacation for more than two (2) weeks per year.

ARTICLE 16 **LAYOFF**

Section 1. Layoff

In the event the Employer determines a layoff is necessary, employees shall be laid off within each particular job classification (Unit A and Unit B) 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.

Section 2. Layoff Order

- (a) Probationary employees shall be laid off first, then full-time officers shall be laid off in inverse order of their seniority. Individual 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 command officer laid off from his position in Unit B may elect to return to a lower rank in Unit B, seniority permitting, or may elect to return to patrol officer rank and bump into Unit A thereby causing the layoff of the least senior patrol officer. Any officer bumped from his position may elect the same procedures, bumping into lower ranks in Unit B or to patrol officer rank in Unit A, as the case may be.
- (c) Any employee 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" deputy from maintaining his exempt position. Rather, if an appointed deputy's permanent bargaining unit position would be "laid-off by virtue of its ranking on the bargaining unit seniority list, and if the deputy's appointed

position was abolished or if the deputy was re-assigned to a bargaining unit position, then that deputy would be considered laid off.

Section 3. Recall

Employees shall be recalled from layoff within each particular job classification according to their seniority. No new employees at all shall be hired until all employees on layoff in that particular job classification desiring to return to work shall have been given the opportunity to return to work. Command officers who have elected to bump into lower ranks shall have first priority, according to their seniority, to be recalled to command ranks, provided they have previously held the rank which is subject to recall.

ARTICLE 17 **INDEMNIFICATION**

Section 1. Employer Responsibility

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

Section 2. Legal Representation

Officers 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 3. Cooperation

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

Section 4. Applicability

The Employer will provide the protections set forth in Section 1 and Section 2 above, so long as the officer 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 1. Holidays Recognized and Observed

Effective 12-1-02 the following days shall be recognized and observed as paid holidays:

New Years Day
Martin L. King's Birthday
Veteran's Day
Thanksgiving Day
After Thanksgiving
Christmas Day
Juneteenth

Columbus Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
July 4th
Labor Day

All patrol road deputies, from Units A and B, shall observe the following holidays on their actual day of occurrence: New Years Day (January 1), Independence Day (July 4), Veteran's Day (November 11), and Christmas Day (December 25.)

All other FOP Lodge 150 bargaining unit employees, including administrative personnel, court personnel, and investigators, 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.

Eligible employees shall receive eight (8) hours pay for each of the holidays listed above as holiday pay. Additionally, all bargaining unit members will receive eight (8) hours of compensatory time per year (in lieu of General Election).

Section 2. Holiday Work

If an employee works regularly scheduled hours on any of the paid holidays described in Section 1 above, he/she shall be paid at the rate of time and one-half (VA) for all hours worked, in addition to his/her holiday pay as set forth in Section 1 above. If an employee works hours not regularly scheduled on a holiday, the employee shall be paid at the double time rate for all such hours, in addition to his/her holiday pay as set forth in Section 1 above.

Section 3. Illustrations

The following illustrate the compensation to be paid for work on a holiday:

a) Every employee in the bargaining unit shall receive eight (8) hours of holiday pay for each holiday listed in the agreement (12 or 13, depending upon the year, 96 or 104 hours, depending upon the year);

b) In addition to that 8 hours of holiday pay set forth in Section 1 above, for each holiday the employees shall be paid as set forth below depending upon whether they are scheduled to work, not scheduled to work or take a vacation day:

(1) If an employee is not scheduled to work and does not work on a holiday in a given week, the employee shall receive his regular salary for the week. No additional compensation besides normal salary shall be paid for the week, but the employee shall receive the 8 hours of holiday pay as set forth in Section 1 above.

(2) If an employee is scheduled to work and does work, the employee shall be paid at the time and one-half rate for his eight hour shift (i.e. a total of 12 hours pay in addition to the 8 hours of holiday pay as set forth in Section 1 above);

(3) If the employee is not scheduled to work, but does work on a holiday during a week (i.e. either "accepted" or "mandated" hours in excess of his regularly scheduled hours), the employee shall be paid at the double time rate for each hour so worked (in addition to the 8 hours of holiday pay as set forth in Section 1 above);

(4) If an employee elects to take a vacation day on a holiday which would otherwise be his regularly scheduled workday, the employee shall be required to use a vacation day to have

the holiday off. The employee shall receive his normal salary for the week, in addition to the 8 hours of holiday pay as set forth in Section 1 above.

ARTICLE 19 VACATIONS

Section 1. Eligibility and Allowances

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

The Employer and the Lodge agree to invoke the waiver provisions of the Illinois Paid Leave For All Workers Act. As such, the requirements of the Illinois Paid Leave For All Workers Act do not apply to the bargaining unit.

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

At least one (1) yr. of service:	40 hours per year;
At least two (2) yrs. of service:	80 hours per year;
At least eight (8) yrs. of service:	120 hours per year;
At least fifteen (15) yrs. of service:	160 hours per year.
At least twenty one (21) yrs of service:	168 hours per year
At least twenty two (22) yrs of service:	176 hours per year
At least twenty three (23) yrs service:	184 hours per year
At least twenty-four (24) yrs service:	192 hours per year
At least twenty-five (25) yrs service:	200 hours per year

Section 2. Vacation Pay

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

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

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

Section 3. Choice of Vacation Period

Vacations shall be granted at the time requested by the employee, 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 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 be compensated for such holiday in accordance with this Agreement; i.e. the employee shall receive the 8 hours of holiday pay set forth in Article 18 for the holiday, but shall have 8 hours of vacation leave deducted in order to have the holiday off.

Section 5. Work During Vacation Period

Any employee who is requested to and does work during his/her vacation period shall be paid for regular hours at a rate of time and one-half (1 ½) 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 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.

Section 7 Vacation Time Carry Over

An employee can carry over one week (40 hours) of vacation time at the end of the year to be used by March 31st of the following year

ARTICLE 20 **SICK LEAVE**

Section 1. Allowance

It is the policy of Kankakee County to provide protection for its full-time employees against loss of income because of illness. 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 2. Accumulation

Sick leave will be granted as follows: (5 working days) after one (1) year continuous employment from date of employment; (12 working days) after two (2) years continuous employment, based on calendar year beginning January 1st; (15 working days) after five (5) years continuous employment based on calendar year beginning January 1st. After the first four (4) months of employment, January 1st of the next year will constitute the anniversary date for the employee. Sick leave may be accumulated up to, but no more than, 240 days.

Section 3. Procedures

No employee will be permitted to take leave if it has not been earned. Sick leave shall be paid at full pay at the current rate of compensation.

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 term upon which the employee is able to use personal sick leave benefit for the employee's own illness or injury. The Employer may limit the use of sick leave for absences due to illness, injury, or medical appointment of the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchildren, 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 4. Abuse of Leave

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

Section 5. Sick Leave Buyback

Employees who retire will receive 50% of their sick time bank, up to a maximum of - eighty (80) days. For purposes of sick time buy out only, retirement will be considered when an employee

leaves county employment in good standing with twelve (12) or more years of service, or any employee who retires with an IMRF pension beginning the month in which he or she retires. Sick time will be paid out two months following retirement. Payment for accrued, but unused sick time will not be included in the final rate of earning (FRE) for pension calculation purposes. This sick time payout is also not subject to IMRF member contributions (7.5%)

When an employee has accrued two hundred forty (240) days of sick leave, the employee will be reimbursed in pay for $\frac{1}{2}$ of the remaining balance to a maximum of $7\frac{1}{2}$ days per year.

Section 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.

Section 7. Personal Time

Employees receive 2 Personal Days per year and can convert 1 sick day into a personal day. Personal Days must be pre-approved by a supervisor. They cannot be carried over and are intended to be used as needed.

ARTICLE 21 **LEAVES OF ABSENCE**

Section 1. Eligibility Requirements

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

Section 2. Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to 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 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 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 a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity. An employee who is a member of a reserve component of the armed services or the Illinois National Guard shall be granted annual training leave. The County shall pay the difference between the government base pay and the employee's base salary. 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 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 5. Benefits During Leave

Neither holidays, vacation, nor sick pay shall be earned while on leaves of absence longer than three (3) months.

Section 6. Abuse of Leave

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

Section 7. Failure to Return From Leave

Failure to return from a leave of absence within three (3) working days after the expiration date there from shall be cause for immediate discharge with loss of all benefits and rights 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 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 1. Work Day

For those officers assigned to the Patrol Division, eight (8) consecutive hours of work within a 24-hour period beginning and ending on one of the following shift schedules:

- (a) beginning at 10:30 P.M. and ending at 7:00 A.M.;
- (b) beginning at 6:30 A.M. and ending at 3:00 P.M.;
- (c) beginning at 2:30 P.M. and ending at 11:00 P.M.; or,
- (d) beginning at 6:30 P.M. and ending at 3:00 A.M.

These shift schedules shall constitute the regular work day. All other officers shall work eight (8) consecutive hours of work within a twenty-four hour period beginning and ending at such times as are assigned by the Sheriff for the administrative or investigative personnel of the Sheriffs Department. The regular hours of work each day shall be consecutive except that they may be interrupted by breaks and a lunch period as hereinafter provided.

Section 2. Work Period

For those officers assigned to the Patrol Division, the work period is defined as a regularly recurring period of twenty-eight (28) days. For all other officers, the work period is defined as a regularly recurring period of seven (7) days.

Section 3. Work Shifts

All employees in the classification of patrol officer, corporal, and sergeant while assigned to the uniformed Patrol Division shall be afforded the opportunity to submit written bids for shift

assignment three (3) times a year, occurring every four (4) months: beginning of first pay period in January; beginning of first pay period in May; and beginning of first pay period in September.)

The bid shall set forth the officer's preference for the Department's shift assignments. The Sheriff will establish shift assignments based on the employees' shift bids, manpower needs, and maintaining the efficiency of the Department and the Patrol Division for each respective period (January through April, May through August and September through December.)

The Sheriff will make shift assignments in a fair manner, taking into consideration the officer's seniority and any prior denials of shift preferences. Once a Unit A member has reached 25 years of service as a deputy their shift assignment will be made by seniority provided their activity is above the department average. Activity includes, but not limited to; Paper Service/Attempts, Business Checks, Reports, and Arrests; including traffic stops and field contacts. Except as set forth herein, the Sheriff retains the discretion to determine the number of employees to be assigned to each patrol shift, division, or specialized unit and the discretion to assign and transfer employees to meet the bona fide requirements of the Department. An officer has the ability to switch shifts with another officer of the same rank. The Sheriff has the ability one time in 36 months to deny our ability to switch shifts. So, in other words mandate us to work a certain shift.

In addition to the foregoing, the parties further agree that employees shall not be transferred or assigned in the Department based upon personality, political, or discriminatory considerations.

For all other officers, eight (8) consecutive hours of work shall constitute a work shift. All employees 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.

Section 4. Work Schedule

Work schedules showing the employees normal shifts, workdays and hours shall be posted on all department bulletin boards at all times, fourteen (14) days prior to the beginning of any work schedule. Except for emergency situations, work schedules shall not be changed. The Sheriff may flex the work shift of an employee upon seven (7) days' notice to the affected employee, provided that an employee is not flexed for a period of more than two (2) weeks nor more than three (3) times in a twelve (12) month period. Flexed employees shall receive the higher shift differential due for the flexed shift and may decline the flex if undue personal hardship would result.

Auxiliary or non-sworn personnel shall not be used to perform work inconsistent with their lawful authority.

Section 5. 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.

Employees may perform physical fitness training in the Sheriff's Department's weight room in lieu of their rest and lunch periods at the sole discretion of the Shift Supervisor and denial of fitness training on duty shall not be subject to the grievance procedure

Section 6. Lunch periods

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

Section 7. Overtime

- (a) All officers shall receive overtime for all hours worked over eight and a half (8.5) in a workday and after forty (40) in a workweek.
- (b) All officers may elect to receive compensatory time off in lieu of paid compensation for overtime, provided that such election is made at the time the overtime hours are worked.
- (c) All officers may elect to receive compensatory time in lieu of holiday pay (see Article 18.) See Appendix H for compensatory time agreement.

Section 8. Court Time

Officers covered by this Agreement required to attend court outside their regularly scheduled work hours shall be compensated at time and one-half (1 ½) for actual hours worked or a minimum of two hours, whichever is greater.

Section 9. Call Back

A call back is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled work hours. Employees reporting back to the employer's premises at a specified time on a regularly scheduled work day on call back shall be compensated for two hours at the appropriate overtime rate or be compensated for the actual time worked, whichever is greater, also at the overtime rate.

Section 10. Overtime Distribution

Overtime shall be distributed as evenly as possible and within each division among employees who have completed the field training program.

- (a) When overtime assignments become available, Command persons shall call to fill overtime vacancies. Overtime includes, but is not limited to: manpower shortages, whether due to extended absences, vacations, sick days, contracts (i.e. Village of Bonfield), and any work details that call for a Deputy to be paid overtime. Emergency situations, as agreed upon by both the Employer and Lodge (i.e. major catastrophe or crisis situation), will be exempt from the master overtime list.
- (b) An overtime callback list shall be maintained listing all Deputies who have completed the field training program in order of seniority, starting with the most senior and ending with the least senior Deputy. This list shall be modified when necessary by adding or deleting the names of eligible Deputies.
- (c) A Deputy shall only be charged if he/she accepts or refuses overtime.

- (d) A Deputy shall not be charged if he/she is on workers comp, bereavement leave, sick leave, vacation leave, compensatory time, or any other authorized day off or if the Deputy is regularly scheduled to work the shift in question. However, a deputy shall be called and offered overtime eight (8) hours before and after his regular scheduled shift, but shall not be charged unless the overtime hours are accepted.
- (e) A refusal of overtime shall only be received from a Deputy him/herself. If the denial is not taken directly from the Deputy, the Command person shall record the Deputy as unavailable. Each Deputy must be called in the proper order on the overtime callback list.
- (f) Overtime shifts of eight (8) hours may be split into four (4) hour blocks at the discretion of the Command person.
- (g) Anyone who works or refuses overtime hours offered from the overtime callback list shall have their name placed at the bottom of the list and charged with the overtime hours as accepted or refused.
- (h) Should a command officer go through the list and still not fill all of the available overtime, he/she then shall start at the top of the Mandated Overtime List, and in reverse (top to bottom) order, direct the Deputy whose name is next on the list to accept the overtime assignment. Once mandated, that name goes to the top bottom of the list. Absent unforeseen circumstances, when the Employer has five calendar days advance notice of an overtime assignment, the Employer agrees to give 24 hours' notice to the mandated employee.
- (i) If the overtime assignment requires a Command position, only Command Deputies shall be called.
- (j) Only Deputies assigned to the Patrol Division, General Investigations, Courthouse, Tri-County Stolen Auto Task Force and other Class A uniformed positions (i.e. Community Oriented Policing, DARE, Utility Officer, River Patrol, and River Valley Metro) shall be placed on the overtime callback list. This excludes assignments to the KAMEG, Violent Crimes Task Force, M.C.T.F., Gang Tactical Unit, and US Marshals Task Force.
- (k) If a Deputy is transferred from an excluded division or is a probationary deputy who has completed his/her field training, that Deputy shall have his/her name placed at the bottom of the overtime callback list and at the top of the mandated list.
- (l) The Employer and the Lodge shall agree to provide an up-dated home telephone and seniority list to the Command personnel on an ongoing basis.
- (m) The overtime callback list shall be made available to either the Employer or Lodge, upon request.

- (n) In the event that a specialty callout is required, where specifically the duties of the callout Deputy requires specialized abilities (i.e. K-9 officer, Crime Scene Technician, Auto Re-Constructionist, Detective), the callout will be made at the discretion of the Employer or Lodge Command personnel, and the overtime will be charged as accepted,
- (o) Any deputy assigned additional work duties outside his/her normal work shift shall be charged for overtime worked in accordance with that position's requirements (if in excess of two (2) hours) and according to the remaining overtime provisions contained herein.

Section 11. On Call Pay

Employees who are required to carry a cell phone and be on-call shall receive one dollar (\$1.00) per hour for each hour of mandatory on call in addition to the compensation already received and which employees will continue to receive according to current practice for carrying a cell phone ("stand by") as provided in Article 23, Section 5.

ARTICLE 23 **WAGES AND COMPENSATION**

Section 1. Wage Schedule

Employees 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 December 1, 2024: 4%, December 1, 2025: 4%, December 1, 2026: 3% and December 1, 2027: 3%. Each month there is no Sergeant available to work a certain shift rotation and a Corporal is the highest rank assigned to that shift rotation the most senior Corporal assigned to that shift rotation shall receive an extra \$125.00 per month as acting up pay. When any position not listed on the wage schedule is established, the Employer may designate a job classification and rate structure for the position. In the event the Lodge does not agree that the classification and rate are proper, the Lodge shall have the right to submit the issue as a grievance at Step 3 of the grievance procedure.

Section 2. Shift Differential

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

6:30 P.M. to 3:00 A.M.	\$140.00 per month
10:30 P.M. to 7:00 A.M.	\$110.00 per month
2:30 P.M. to 11:00 P.M.	\$70.00 per month
Courthouse detail	\$40.00 per month

Section 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.

Section 4. Educational Incentive

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

For All Employees Hired Prior to 12/1/92	30-59 Hours	\$40.00 per month
	60-119 Hours	\$60.00 per month
	120 Hours or more	\$100.00 per month
	Master's Degree ¹	\$200 per month
	Doctorate Degree	\$300 per month

For All Employees Hired After 12/1/92	40-59 Hours	\$40.00 per month
	60-119 Hours	\$60.00 per month
	120 Hours or more	\$100.00 per month
	Master's Degree	\$200 per month
	Doctorate Degree	\$300 per month

Section 5. Stand-Bv Pay

Effective 12-1-02 officers assigned to the Detective Division and any other officer required to stand-by and respond shall receive \$30.00 per pay period as "stand-by" pay.

Section 6. FTO Pay

Any Field Training Officer shall receive \$25 per pay period during the time the officer is assigned to the patrol shift.

Section 7. Non-Tobacco Use Incentive

Any officer who does not use tobacco in any form will receive \$12.50 per pay period or 8 hours compensatory time per year. Any officer accepting this incentive will be tobacco free while on duty or off duty. Any officer that accepts the incentive and then violates its provisions shall subject to progressive discipline.

Section 8. Physical Fitness Incentive

Effective December 1, 2024 the Employer will pay officers who successfully complete the physical fitness evaluation according to the chart in Appendix E. The test may be administered no more than twice a year and will be conducted by a certified outside agency but officers shall not be required to take the test more than once per year. Officers will not be paid overtime for the testing period. The incentive will be paid to the employee in compensatory time or pay following the successful completion of the test and will remain in effect until the next test.

Section 9. Command Pay

Command Officers in Unit B shall receive the following annual compensation, payable pro-rata in each pay period, in addition to the wages based on their years of service as set forth in Appendix A:

<u>Corporal</u>	<u>Sergeant</u>
12/1/24	\$8,000

¹ Master's and Doctorate Degree incentives for both groups of employees are effective December 1, 2013.

12/1/25	\$8,000	\$13,000
12/1/26	\$8,000	\$13,000
12/1/27	\$8,000	\$13,000

ARTICLE 24 CLOTHING ALLOWANCE

Section 1. Allowance Amount and Payment

Effective December 1, 2024, all employees covered by this Agreement shall receive a yearly clothing allowance of \$1000.00, or the employee may opt to receive \$1200 in clothing and equipment through a quartermaster system. Employees may change their option annually.

This clothing allowance is to be paid out equally per pay period, less applicable withholding(s).

The Employer will supply all new hires with equipment listed in Appendix G. If the new employee is separated from their employment with the Kankakee county Sheriff's Department within one year of their hire date, all issued equipment shall be returned to the Employer.

Section 2. Uniform Changes

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

Section 3. Damaged Uniforms

Any portion of an 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 4. Ballistic Vests

The Employer will provide all bargaining unit member with ballistic vests of level 3(a) or higher. The Employer shall refurbish or replace protective ballistic vests for one-fifth (1/5) of the bargaining unit annually. The Employer agrees to consult with representatives of the Lodge re: the brand, style, and threat level of vests to be issued. New hires shall receive a ballistic vest as part of their initial clothing/equipment.

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 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 by the Employer when damaged in the line of duty.

ARTICLE 25
INSURANCE AND PENSION

Section 1. Medical Insurance Coverage

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

Section 2. Insurance Cost Allocation

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 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 4. Terms of Insurance Policies to Govern

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

Section 5. Life Insurance

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

Section 6. Pensions

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

Section 7. Dental Insurance

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

Section 8. Funeral and Burial Benefit

The Employer agrees to pay funeral and burial expenses of any officer who dies as a result of a duty related incident in an amount not to exceed \$10,000. 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 9. Survivor's Insurance Benefit

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

Section 10. Retirement Incentive

Any deputy who is at least fifty (50) years of age, has twenty (20) or more years of continuous service as a Kankakee County Deputy Sheriff, and retires, shall have \$12.50/month for each year of service completed paid on the employee's behalf by the Employer for health insurance coverage until the deputy reaches the age of eligibility for Medicare coverage. In the event an employee receives health insurance coverage from a provider other than the County and other than from his employment elsewhere, the employee shall notify the Employer of the name of the provider to which payment shall be made. This benefit is intended by the parties to be a permanent benefit for those employees who retire while this agreement is in effect.

Should a retired deputy receive fully paid health insurance coverage as a result of employment elsewhere, this benefit shall not apply during the term of that employment, but they may return to coverage when that employment ends. 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 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 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 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 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 5. Lodge Rep Attendance

When absence from work is required to attend labor-management conferences, Lodge members shall, before leaving their workstation, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. 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.

Section 6. Standing Compensatory Time and Clothing and Equipment Committee

The parties agree to establish a standing committee to discuss the accrual and use of compensatory time, as well as issues related to clothing and equipment. Such committee shall be composed of an equal number of representatives from each party and shall meet as agreed. Agreements among committee members that conflict with the terms of this Agreement shall be presented to the parties for consideration and ratification.

ARTICLE 27
GENERAL PROVISIONS

Section 1. Maintenance of Standards

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

Section 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 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 4. Use of Masculine Pronoun

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

Section 5. Work Rules

The Sheriff has issued reasonable Rules and Regulations and general orders governing working conditions and may continue to do so. The current published revision of such Rules and Regulations shall be maintained in the squad room for reference by the officers.

Section 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 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.
- (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 Human Resource Director.
- (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 12 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 within 18 months of receiving tuition reimbursement, he shall repay the County 100% of the tuition reimbursed. If an employee resigns within 36 months of receiving tuition reimbursement, the employee shall repay the County 50% of the tuition reimbursed.

Section 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. (Section 8 was added due to a 2017 law that was passed requiring it)

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 1. Term of Agreement

This Agreement shall be effective from December 1, 2024, and shall remain in full force and effect until November 30, 2028. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party in accordance with Section 3 of this Article. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 2. Continuing Effect

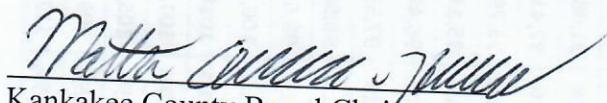
Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

Section 3. Successor Bargaining

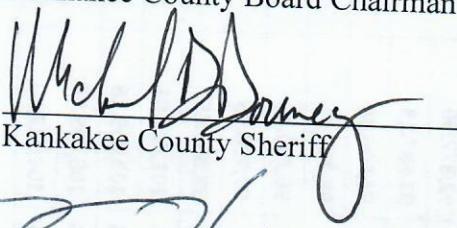
The parties agree that if either side decides to negotiate a successor Agreement, the other party may so notify the other at least ninety (90) days and no more than one-hundred and twenty (120) days prior to the expiration of this Agreement or the extension thereof. In the event such notice to negotiate is given, then the parties shall meet not later than ten (10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purposes of negotiation. All notices provided for in this Agreement shall be served upon the other party by

certified mail, return receipt requested. Any impasses at said negotiations shall be resolved by invoking the procedure of Section 14 of the Illinois Public Labor Relations Act.

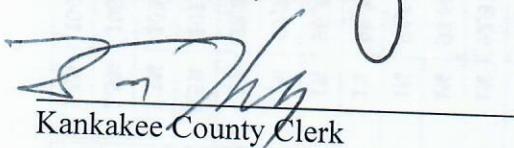
IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____, 2024.



Kankakee County Board Chairman



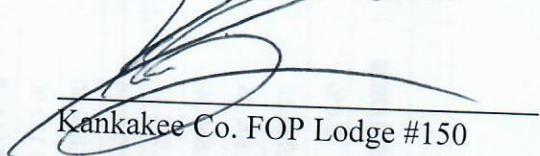
Kankakee County Sheriff



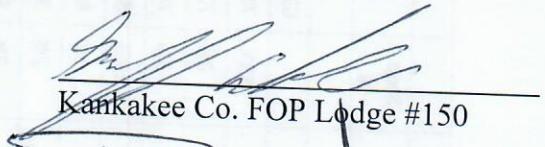
Kankakee County Clerk



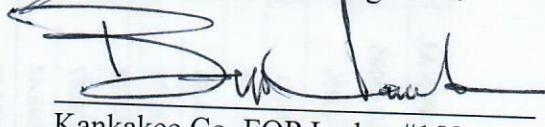
Kankakee Co. FOP Lodge #150



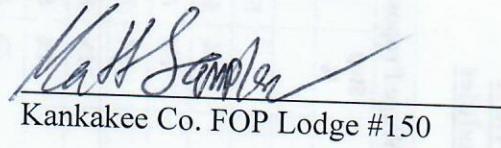
Kankakee Co. FOP Lodge #150



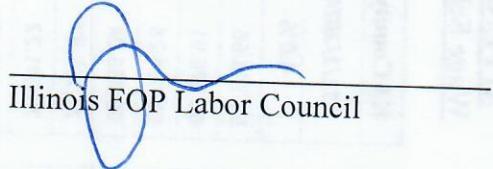
Kankakee Co. FOP Lodge #150



Kankakee Co. FOP Lodge #150



Kankakee Co. FOP Lodge #150



Illinois FOP Labor Council

APPENDIX A
Wage Schedules

		12/1/2021	12/1/2022	12/1/2023									
		12/1/2021	12/1/2022	12/1/2023	12/1/2024	Step %	12/1/2025	Step %	12/1/2026	Step %	12/1/2027	Step %	Step %
					4.0%		4.0%		3.0%		3.0%		
Start	49,782.46	53,762.56	55,106.62	56,484.29	58,743.66		61,093.41		62,926.21		64,814.00		
1	56,748.56	60,748.56	62,267.27	63,823.96	66,376.91	13%	69,031.99	13%	71,102.95	13%	73,236.04	13%	
2	58,247.09	62,247.09	63,803.27	65,398.35	68,014.28	2%	70,734.85	2%	72,856.90	2%	75,042.61	2%	
3	59,841.94	63,821.94	65,417.49	67,052.93	69,735.04	3%	72,524.44	3%	74,700.18	3%	76,941.18	3%	
4	66,622.22	70,622.22	72,387.78	74,197.47	77,165.37	11%	80,251.98	11%	82,659.54	11%	85,139.33	11%	
6	67,606.85	71,606.85	73,397.02	75,231.95	78,241.22	1%	81,370.87	1%	83,812.00	1%	86,326.36	1%	
8	68,731.12	72,731.12	74,549.40	76,413.13	79,469.66	2%	82,648.44	2%	85,127.90	2%	87,681.73	2%	
10	70,428.33	74,428.33	76,289.04	78,196.26	81,324.11	2%	84,577.08	2%	87,114.39	2%	89,727.82	2%	
12	71,551.17	75,551.17	77,439.95	79,375.95	82,550.99	2%	85,853.03	2%	88,428.62	2%	91,081.47	2%	
14	72,675.43	76,675.43	78,592.32	80,557.12	83,779.41	1%	87,130.58	1%	89,744.50	1%	92,436.84	1%	
16	73,798.26	77,798.26	79,743.22	81,736.80	85,006.27	1%	88,406.52	1%	91,058.72	1%	93,790.48	1%	
18	74,921.91	78,921.07	80,894.10	82,916.45	86,233.11	1%	89,682.43	1%	92,372.90	1%	95,144.09	1%	
20	76,043.91	80,043.91	82,045.01	84,096.13	87,459.98	1%	90,958.38	1%	93,687.13	1%	96,497.74	1%	
21	76,906.17	80,906.17	82,928.82	85,002.04	88,402.13	1%	91,938.21	1%	94,696.36	1%	97,537.25	1%	
22	77,777.08	81,777.08	83,821.51	85,917.04	89,353.73	1%	92,927.88	1%	95,715.71	1%	98,587.18	1%	
23	78,660.95	82,660.95	84,727.47	86,845.86	90,319.69	1%	93,932.48	1%	96,750.46	1%	99,652.97	1%	
24	79,554.89	88,554.89	85,643.76	87,784.86	91,296.25	1%	94,948.10	1%	97,796.55	1%	100,730.44	1%	
25	80,458.91	84,458.91	86,570.38	88,734.64	92,284.03	1%	95,975.39	1%	98,854.65	1%	101,820.29	1%	
26	81,639.95				94,591.13	2.5%	98,374.77	2.5%	101,326.01	2.5%	104,365.79	2.5%	
27	82,838.71				96,955.90	2.5%	100,834.14	2.5%	103,859.16	2.5%	106,974.94	2.5%	
28	84,055.43				99,379.80	2.5%	103,354.99	2.5%	106,455.64	2.5%	109,649.31	2.5%	
29	85,290.41				101,964.30	2.5%	105,938.87	2.5%	109,117.04	2.5%	112,390.55	2.5%	

K3 County Wage Proposal - FINAL			
	12/1/2021	12/1/2022	12/1/2023
6/1/2021	\$4,000	2.5%	2.5%
30+	86,543.93		
Corporals	7,500		
Sergeants	12,000		

Cap Steps at 25 Years
all current employees over 25 years grandfathered

K3 County Wage Proposal - FINAL			
	12/1/2024	12/1/2025	Step %
		4.0%	4.0%
	104,410.90		
	8,000	2.5%	108,587.34
	13,000		

2 1/2% Step beginning at year 26

APPENDIX B
LATERAL ENTRY

1. Applicant must have a minimum of one (1) year of full time service as a police officer in a bona fide law enforcement agency.
2. Applicant must, at the time of application, be serving as a full-time police officer or be a full-time officer in a "lay off" status from a bona fide law enforcement agency.
3. Applicant must have successfully completed the State of Illinois Basic Law Enforcement Officers Training at a state certified law enforcement training facility or be eligible prior to appointment for a waiver of training from the Illinois Local Law Enforcement Officers Training Board based upon previous law enforcement training.
4. Applicant shall submit to a psychological examination and a polygraph.
5. Applicant must submit to and pass a urine test prescribed to determine the use of illegal substances.
6. Be acceptable to the Merit Commission following an investigation of his or her background; has undergone an oral interview by the Commission and found to be acceptable.
7. Candidates found to have satisfied all these requirements will be presented to the Sheriff for consideration to be hired.
8. Candidates found acceptable for "lateral entry" will be given credit for previous service equal to one year for each year of full time service as a Police Officer. In no case shall a candidate receive more than two (2) years of credit. Further, the credit shall apply only to the pay scale and not with regard to seniority. The candidate's seniority begins at the date of hire as does all benefits.
9. Candidates found acceptable for "lateral entry" will be eligible for insurance benefits immediately upon hire.

APPENDIX C
DUES AUTHORIZATION FORM

Dues Authorization Form

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

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

Date: _____

Signed: _____

Address: _____

City: _____

State: _____ Zip _____

Telephone: _____

Email: _____

Employment Start Date _____
Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clocktower Drive
Springfield, Illinois 62704

(217) 698-9433

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

Rev. July 1, 2014

APPENDIX D
GRIEVANCE FORM



GRIEVANCE

(use additional sheets where necessary)

Date Filed: _____
Department: _____

Grievant's Name: _____
Last _____ First _____ M.I. _____

STEP ONE

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

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

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given Date

Lodge/Unit No. / Year / Grievance No.

APPENDIX E
POWER TEST INFORMATION

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

The applicant must pass every test.

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

Tier 1 of the Power Test will be the same as the State Standards Test.

Union's Proposed Amendments									
Tier 2	MALE					Female			
	20-29	30-39	40-49	50-59		20-29	30-39	40-49	50-59
AGE GROUP									
Sit and Reach	15.4					18			
1 Minute Sit-up	39					28			
Maximum Bench	1.03					0.6			
1.5 Mile Run	12.52					15.46			
Tier 3						FEMALE			
Tier 3	MALE					Female			
	20-29	30-39	40-49	50-59		20-29	30-39	40-49	50-59
AGE GROUP									
Sit and Reach	16.4					19			
1 Minute Sit-up	45					32			
Maximum Bench	1.2					0.7			
1.5 Mile Run	11.22					14.16			

APPENDIX F
UNIFORMS/EQUIPMENT LIST

1. Holster
2. Magazine pouch
3. Equipment belt
4. Inner belt
5. Flashlight
6. Flashlight holder
7. Handcuffs x 2
8. Cuff case x 2
9. Spare cuff key
10. Rubber glove case
11. Key strap
12. Belt keepers x 4
13. O.C. spray
14. O.C. spray case
15. Radio case
16. Leather gloves (winter)
17. Long sleeve shirts x 3
18. Short sleeve shirts x 3
19. Trousers x 3
20. Lightweight jacket
21. Winter coat (leather or gortex)
22. Raincoat
23. Sweater
24. Uniform cap
25. Hat badge
26. Winter cap
27. 1 pr. Shoes or boots
28. Name pins x 2
29. Badge x 3
30. Tie x 2
31. Tie bar
32. Departmental patches x 18
33. Asp and holder
34. Class A Uniform; coat, pants, hat, tie, belt and shoes after one year of service completed

APPENDIX G
COMPENSATORY TIME

With regard to compensatory time, the parties agree as follows:

1. During the term of this agreement, the maximum hours of compensatory time accrual shall be 110 hours. No compensatory time will be bought back by the Employer during the term of this Agreement. Effective January 1 of each year, employees shall be granted two compensatory days off of their choosing by providing a minimum of two (2) calendar days advance notice, such days to be called "priority days". "Priority days" may be used on dates when an employee desires to take compensatory time off, but taking the time would bring the staffing levels below the mandatory minimum. The following shall apply to the use of "priority days":

- a) A priority day may not be used on any "Holiday" or "Recognized Holiday" listed in the parties' collective bargaining agreement.
- b) No more than two employees per shift may use a priority day on the same day. Requests will be honored on a first requested, first approved basis, based on the date and time the requests were made.
- c) The shift supervisor shall notify in writing the patrol commander when a priority day is approved.

2. If an employee submits an irrevocable letter of intent to retire, the foregoing maximums on compensatory time accrual shall not apply, and he or she may accumulate up to 180 hours of compensatory time during the last twenty-four (24) months of employment.

1990-1991
Annual Report of the Board of Education

The following annual report is to inform all concerned of the work done by the Board of Education during the past year. The Board of Education is a representative body of the people of the community. It is the duty of the Board to make the best possible use of the money available for the education of the children of the community. The Board of Education is responsible for the administration of the schools and the supervision of the teachers and the pupils. The Board of Education is responsible for the maintenance of the schools and the supervision of the teachers and the pupils.

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