

AGREEMENT

between

**KANKAKEE COUNTY AND
THE KANKAKEE COUNTY HEALTH DEPARTMENT**

and

**AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES,
COUNCIL 31, AFL-CIO,
FOR AND ON BEHALF OF LOCAL 1874**

2022-2026

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PREAMBLE

THIS AGREEMENT entered into by the Kankakee County Health Department (hereinafter referred to as the "Health Department") and Kankakee County (hereinafter referred to as the "County") Jointly referred to as the "Employer"), and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, for and on behalf of Local 1874 (hereinafter referred to as the "Union"), has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I -- RECOGNITION AND REPRESENTATION

Section 1. Recognition. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all employees in the following bargaining unit:

Included:	All regular full and part-time employees of the Kankakee County Health Department in the following classifications: WIC Coordinator, Assistant WIC Coordinator, IBCCP Coordinator, Nutritionist Certifying Health Professional, RN Certifying Health Professional, LPN Clinic, Phlebotomist, Clinic Assistant, RN Case Manager, Client Care Advocate, Case Manager Social Worker, Translator, Translator/Vision and Hearing Technician, Lead Inspector, RN Public Health Nurse, HIV Prevention Specialist, HIV Case Manager, Client Services Representative, Sanitarian, Division Office Manager.
Excluded:	All other employees of the Kankakee County Health Department, including but not limited to the following: Public Health Administrator, Director of Client Services, Director of Environmental Health Services, Clinic Coordinator, FCM Coordinator, Health Promotion Coordinator, Supervising Sanitarian, Administrative Coordinator, Business Manager, contract employees, volunteers and interns, and all supervisors, managers, confidential employees and short term employees as defined by the Act.

Where new classifications are instituted, the work of which falls within the scope of the unit, the Employer agrees to jointly petition the Labor Board to seek the necessary unit clarification.

Section 2. New Classifications. 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. When classifications are being determined for any positions, the Union and the County agree to attempt to agree upon proper classification within five (5) working days. If an agreement is not reached within fifteen (15) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the third step of the grievance procedure.

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

- (a) The job content and responsibilities attached hereto 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 arbitrator's decision. If the decision of the arbitrator 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 3. Information Provided to the Union. At least two (2) times a year, the Employer shall, upon request by the Union, provide a list of all bargaining unit employees to the AFSCME Council 31 Staff Representative. The list shall include the bargaining unit employee's name, address and Social Security number. The union agrees to indemnify and hold the Employer and its agents harmless from any and all liability arising from dissemination of the requested employee information.

Section 4. Union Orientation. Each newly hired bargaining unit employee shall, during the employee's first or second day of employment be scheduled at 4:00 p.m. for an orientation which shall be provided by the Union. The Union orientation period shall be one-half hour, and shall take place during the employee's regular working hours with no loss of pay to the Employees involved.

Section 5. Union's Duty of Fair Representation. The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit.

ARTICLE II -- CHECKOFF/UNION SECURITY

Section 1. Check off. The Employer agrees to deduct each payday, Union dues, assessments, P.E.O.P.L.E. contributions, and Union sponsored benefit program's contributions from the pay of those employees who are Union members covered by this Agreement and who individually, on a form provided by the Union, request in writing that such deductions be made. The Union shall certify the current amount of Union deductions. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions or as provided by law.

The amount of the above employee deductions shall be remitted to AFSCME Council 31 after the deduction is made by the Employer with a listing of the employee, name and address, social security number and the individual employee deduction(s).

Section 2. Authorization of Payroll Deduction. Payroll deductions for Union members under this Article shall be authorized by the member on a form furnished by the Union, signed by the member and delivered to the Employer.

Section 3. Indemnification. The Union shall indemnify, defend and hold the Employer harmless against claim, demand, suit or liability arising from any action taken by the employer in complying with the Article or its belief that pursuant to this Article an authorization card was not properly revoked.

ARTICLE III -- UNION RIGHTS

Section 1. Union Stewards. Duly authorized bargaining unit representatives shall be designated by the Union as Stewards. The Union may designate up to four (4) Stewards and will provide written notice to the Health Department Administrator to identify those individuals. The Steward(s) shall be permitted reasonable time to investigate, present and process grievances on the Employer's property without interruption of the Employer's operation. Upon notification to his or her supervisor, a steward shall be afforded the right to leave his/her work area for a reasonable period of time to investigate, present and process grievances and to represent a fellow employee concerning grievances or discipline. Time spent in handling grievances during the job steward's or his/her designated alternate's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the steward.

Section 2. Union Access. Local representatives, officers and staff representatives of AFSCME Council 31 shall have reasonable access to the premises of the Employer upon reasonable prior notice to, the Health Department Administrator or her designee.

Section 3. Time off for Union Activities. Up to two (2) employee union representatives shall be allowed time off without pay for legitimate Union business, such as Union meetings, statewide or area-wide Union committee meetings, or Council or International conventions, provided they give reasonable prior notice to the Administrator of such absence, and there are a sufficient number of employees scheduled to work on the planned days of absence. The Administrator may deny any requests for leave under this sub-section if the Administrator would be unable to fill the position of the absent employee. The decision of the Administrator is not grievable. Union representatives may utilize their accumulated paid time (vacation, personal or compensatory) time in lieu of taking the time off without pay.

Section 4. Union Bulletin Board. The Health Department shall provide the Union a bulletin board in the Health Department lounge for posting of official Union announcements and other items of Union business provided that such postings are nonpolitical and non-inflammatory in nature. The bulletin board shall be for the sole and exclusive use of the Union. The Union will limit the posting of Union notices to said bulletin.

ARTICLE IV -- NON-DISCRIMINATION

Section 1. Prohibition Against Discrimination. Both the Employer and the Union agree not to illegally discriminate against any employee on the basis of race, sex, sexual orientation, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental or physical handicap or disability.

Section 2. Union Membership or Activity. Neither the Employer nor the Union shall interfere with the right of employees in bargaining unit positions to become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

ARTICLE V -- MANAGEMENT RIGHTS

Section 1. Management Rights. Except as specifically limited by the express provisions of the Agreement; the Employer retains all traditional rights to manage and direct the affairs of The County of Kankakee and the Kankakee County Health Department in all of their various aspects and to manage and direct employee. Such rights include:

- (a) To determine the mission of the County, the Health Department and its various Departments;
- (b) To determine the number and location of facilities and offices as well as the staffing and equipment for such offices and facilities,
- (c) To determine the locations, methods, means and number of personnel by which the operations are to be conducted, including the right to determine whether goods or services are to be made, provided, contracted or purchased;
- (d) To plan, direct, control and determine all the operations and services of the County the Health Department and its various Departments;
- (e) To supervise and direct the working forces;
- (f) To hire, assign, transfer, schedule and promote employees;
- (g) To establish the qualifications of employment, and to determine the number of employees;
- (h) To schedule and assign work;
- (i) To establish and/or modify reasonable performance standards and objectives from time to time some of which are established by Grants;
- (j) To assign overtime;
- (k) To make, alter and enforce reasonable rules, regulations, safety rules, orders, procedures and policies;
- (l) To evaluate employees;
- (m) To discipline, suspend, demote and discharge employees for just cause (including probationary employees without just cause);
- (n) To change, alter, or modify existing methods, equipment, or facilities;
- (o) To increase or reduce the composition and size of the work force, including the right to relieve or lay off employees from duties because of lack of work or funds;
- (p) To determine the duties responsibilities and work assignments of any position or job classification; provided that the exercise of such management rights by the County or the Health Department shall not conflict with the express provisions of this Agreement; and
- (q) To take whatever action is reasonably necessary to comply with State and Federal Law.

In the event of a civil emergency, which may include but is not limited to riots, epidemic, civil disorders, tornado conditions, floods, or other emergencies as may be declared by the County Board Chairman, the Health Department Administrator, or their designees; the Employer may take any and all actions as may be necessary to carry out the mission of the Employer, which actions may include the suspension of the provisions of this Agreement that would limit the Employer from responding to such civil emergency and provided that wage rates and monetary benefits shall not be suspended and providing that

all provisions of this Agreement shall be promptly reinstated once a civil emergency condition ceases to exist.

The Employer expressly reserves the right under this Agreement to exercise all management rights set forth by law.

Section 2. Work Rules, Policies and Procedures. Whenever the Employer determines it is necessary to formalize reasonable work rules, policies, or procedures such work rules, policies or procedures shall be in writing. Copies of written work rules, policies or procedures shall be provided to affected employees and the Union. Whenever the Employer changes written work rules, policies or procedures or issues new written work rules, policies or procedures applicable to bargaining unit employees other than clinical procedures, the Union shall be given at least one (1) week prior notice, absent emergency, before the effective date. Upon request of the Union the parties shall meet and discuss alternatives to the proposed change(s).

ARTICLE VI -- LABOR-MANAGEMENT MEETINGS

The Union and employer agree that in the interest of efficient management and harmonious employee relations to meet at least quarterly or at the request of either party at mutually agreed upon times and locations, to discuss matters of mutual concern. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a labor-management meetings and providing an agenda for the meetings. In cases of emergency or by mutual agreement the parties may waive the seven (7) day advance written request requirement.

It is understood and agreed that such conferences shall be exclusive of the grievance procedure unless the parties mutually agree otherwise. Further, the parties shall not conduct negotiations for the purpose of altering any or all the terms of this agreement as such meetings unless the parties mutually agree otherwise.

No more than four (4) from each side plus the Union's service representative shall attend these meetings unless otherwise agreed. Labor management meetings shall be scheduled and conducted during work time without loss of pay for employee's representatives.

ARTICLE VII -- GRIEVANCE PROCEDURE

Section 1. Definition. A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee(s) over the application, meaning or interpretation of this Agreement.

Section 2. Grievance Steps.

Step 1. Immediate Non-Bargaining Unit Supervisor

Any employee(s) and/or the Union who has a grievance shall submit the grievance in writing to the employee's immediate non-bargaining unit supervisor, specifically indicating the matter is a grievance under this Agreement. The grievance shall contain a statement of facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) business days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The employee's immediate non-bargaining unit supervisor shall render a written response to the grievance

within ten (10) business days after the grievance is presented to the Union representative involved and the President of the Union.

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

Step 2. Health Department Administrator

If the grievance is not settled in Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to the Health Department Administrator or her designee within ten (10) business days after receipt of the Employer's answer in Step 1. Thereafter, the Health Department Administrator or her designee shall meet with the grievant(s), the Union representatives involved and an outside, non-employee representative of the Union, if desired by the Union within ten (10) business days of receipt of the Union's appeal to discuss the grievance. If no agreement is reached, the Health Department Administrator or her designee shall submit a written answer to the Union within ten (10) business days following the meeting to the Union representative involved and the President of the Union.

Step 3. Arbitration

If the grievance is not settled in Step 2, or no answer is given within the time specified, the Union may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the written answer to Step 2. Representatives of the Employer and the Union shall meet or hold other discussions to select an arbitrator from a mutually agreed list of arbitrators if the parties are unable to agree on an arbitrator within ten (10) working days after the meeting, the parties shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) arbitrators who are all members of the National Academy of Arbitrators. The parties shall alternately strike the names of three (3) arbitrators with the party striking first determined by a coin toss. The person whose name remains shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the Employer and Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issues where the issue is mutually agreed by the parties. Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The employer and the Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses and representations. The Employer and the Union retain the right to employ legal counsel at their own expense.

Questions of the procedural ability to arbitrate shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of procedural ability to arbitrate. Once a determination is made that the matter is able to be arbitrated or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

More than one (1) grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or, if appropriate, after the submission of post-hearing briefs whichever is later. The parties may waive this requirement.

The expenses and fees of the arbitrator and the cost of the hearing shall be shared equally by both parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of FMCS.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay one half the transcription fee, the arbitrator's copy, and the cost of duplicating its copy.

Section 3. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies other than those of the Employer that have the full force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Employer under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding.

Section 4. Time Limit for Filing. No grievances shall be entertained or processed unless it is submitted at Step I within ten (10) business days after the first occurrence of the event giving rise to the grievance or within ten (10) business days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered withdrawn. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee or the Union may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article. Business days shall be considered Monday through Friday excluding holidays.

Section 5. Advance Grievance Step Filing. Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may, by mutual agreement, be filed at an advance step where the action giving rise to the grievance was initiated.

Section 6. Time Off. Grievance step meetings shall be held during working hours on the Employers premises and without loss of pay provided that it is done in a timely manner, with the minimum number of personnel necessary, and such time and such personnel does not unduly interfere with the employer's operational needs as determined by the Health Department Administrator.

Disciplinary interviews scheduled by the Health Department shall be done during the employees work hours without loss of pay, and one Union Steward required to act as the Union representative during such an interview shall not suffer a loss of pay for attending such interviews.

Section 7. Miscellaneous. No member of the bargaining unit who is serving in a supervisory capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article.

ARTICLE VIII -- NO STRIKE NO LOCKOUT

Section 1. No Strike/No Lockout. Neither the Union nor any of its officers, agents or bargaining unit employees will promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted Work stoppage or any other intentional interruption of work or the conduct of any County or Health Departments business during the term of this Agreement. The County and Health Department shall not lock out bargaining unit Employees during the term of this Agreement.

Section 2. Union Action. Upon notification by the Employer to the Union that certain of its members are engaged in a violation of this provision, the Union agrees to take all reasonable, effective and affirmative action to secure the members' return to work as promptly as possible.

Section 3. Penalties. Any and all of the employees who violate any or the provisions of this section may be the subject to discharge or discipline by the Employer, including loss of compensation, vacation benefits and holiday pay. In any arbitration proceeding involving breach of this provision, if the arbitrator finds that the employee did not engage in a prohibited activity they may also consider the restoration of lost compensation, vacation benefits, and holiday pay.

Section 4. Judicial Restraint. Nothing contained herein shall preclude the Employer or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE IX -- SENIORITY AND PROBATIONARY PERIOD

Section 1. Definition.

- (a) "Seniority" is defined as the amount of continuous service with the Health Department, beginning with the latest date of hire.
- (b) Employees shall retain and accrue seniority while on paid leave and military leave, and layoff. Employees shall retain but not accrue seniority while on all other unpaid leaves of longer than three (3) months.
- (c) Seniority for part-time employees shall be prorated based upon the percentage of full time which each part-time employee works. (needs additional clarification — part time to full time, etc.)

Section 2. Reinstatement. An employee who is rehired within one (1) year and has not withdrawn from the Illinois Municipal Retirement Fund (IMRF) shall receive credit (seniority pay) for the length of prior to continuous full-time service.

Section 3. Probationary Period. An employee is a "probationary employee" for his first six (6) months of employment. No matter concerning the layoff or termination of, a probationary employee shall be subject to the grievance and arbitration procedures. At the request of the Union, however, the Employer, through a designated representative, shall discuss the termination of the probationary employee with the Union, provided the request is made within seventy-two (72) hours following the termination. A probationary employee shall have no seniority except as otherwise provided in this Agreement, until he/she has completed his probationary period, then he/she will acquire seniority from his/her date of hire.

Section 4. Seniority List. The Employer shall provide to the Union President and the bargaining unit, in January and June, a seniority list for the Health Department showing the employee's continuous

last date of hire in the department and years of service. The Union President or her designee shall post the list on the Union Bulletin board.

If at any time, it should be determined that the seniority list is inaccurate due a clerical error, such correction shall be made once the determination of the correct seniority date(s) has been determined by the parties. The corrected list shall then be distributed to all bargaining unit employees by the Employer and submitted to the Union President or her designee for posting on the Union bulletin board.

Section 5. Termination of Seniority. Seniority and the employment relationship shall be terminated if the employee:

- (a) quits;
- (b) is discharged for just cause (probationary employees without cause);
- (c) retires;
- (d) falsifies the reason for a leave of absence;
- (e) falsified his employment application;
- (f) does not report for work or otherwise notify the County within twenty-four (24) hours after the termination of an authorized leave of absence unless the employee can demonstrate to the employer that his/her failure to report to work was due to legitimate circumstances beyond the employee's control;
- (g) is laid off and fails to report for work within ten (10) working days after having been recalled by giving the employee notice by certified mail to his last known address on the Health Departments personnel-records unless the employee can demonstrate to the employer that his/her failure to report to work was due to legitimate circumstances beyond the employee's control;
- (h) is laid off for a period in excess of eighteen (18) months;
- (i) is absent from work without having notified the Health Department for a period of two consecutive work days unless the employee can demonstrate to the employer that his/her failure to report to work was due to legitimate circumstances beyond the employee's control.

ARTICLE X -- LAYOFF AND RECALL

Section 1. Layoff and Recall. If the Health Department in its discretion determines that a layoff of an employee or employees within a particular position classification is necessary employees in that classification will be laid off in the following order, provided the remaining employees within that classification have the qualifications and certifications to perform all of the work of that classification:

- (a) Temporary and seasonal employees;
- (b) Probationary employees in their original probationary period;
- (c) Regular part-time employees, with seniority being the determining factor when skills and ability are equal between two (2) affected employees;

- (d) Regular full-time employees, with seniority being the determining factor when skill and ability are equal between two (2) affected employees.

When employees are laid off they may replace employees with less seniority who are at an equal or lower job classification, provided they are presently qualified and able to perform the work in the job classification to which they are moving with minimal training (within ten (10) working days) for the position. Employees who replace less senior employees in a lower job classification shall be compensated at the rate of pay applicable to such job classification.

Employees laid off by the Employer shall be placed on a recall list for a maximum period of eighteen (18) months following the date of layoff. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified and able to perform the work in the job classification to which they are recalled with minimal training (within ten (10) working days). An employee may only be recalled to the same or a lower paying job classification in the bargaining unit. If an employee is recalled to a lower paying job classification, the employee shall be compensated at the rate of pay applicable to such job classification. The Employer shall not hire new employees in bargaining unit positions from which employees have been laid off as long as there are still eligible employees on the recall list who are presently qualified and able to perform the work in the affected job classification who are willing to be recalled to said classification.

It shall be the responsibility of an employee on the recall list to provide the Health Department with an address to which a recall notice can be sent. Any employee who declines a recall under this Section or who fails to report for work within ten (10) working days after having his notice of recall is mailed by certified mail to the address he provides shall forfeit further recall rights.

It is agreed that the seniority date (date of most recent hire) of part-time employees shall be the primary factor if a layoff were to occur with part-time employees. In addition, the parties agree that should a layoff of a part-time employee or part-time employees within a particular position classification is necessary, employees in that classification will be laid off in reverse seniority order based off the part-time employee(s) most recent date of hire.

In addition, when part-time employees are laid off, they may replace other part-time employees with less seniority provided they are presently qualified and able to perform the work in the job classification to which they are moving with minimal training (within ten (10) working days) for the position. Employees who replace less senior employees in a lower job classification shall be compensated at the rate of pay applicable to such job classification.

Section 2. Effects of Layoff. Any employee who is laid off as a result of the Employer's decision to implement a layoff shall, in addition to the recall rights set forth above:

- (a) Be paid for any earned but unused vacation days.
- (b) To the extent applicable, to be permitted to remain in the Health Department's group insurance program for a period of time not to exceed eighteen (18) months from the effective date of layoff by the employee paying in advance each month the full applicable monthly premium.

Section 3. Notice. The Employer shall notify the Union President at least ten (10) working days prior to any layoff

ARTICLE XI -- VACANCIES

Section 1. Posting. In the event a permanent job vacancy occurs in a bargaining unit position which the Health Department decides to fill on more than a temporary basis, notice of such vacancy will be posted for at least seven (7) calendar days, not counting the day the notice is first posted.

Section 2. Selection. The employer will select a candidate from among the qualified applicants for the bargaining unit position, with the Employer making the final decision as to the qualifications and who is qualified. When selecting from among two or more qualified applicants (internal or external) for a bargaining unit position posted under this Section, the qualified applicant with greater seniority will be offered the position first where the skill, qualifications and experience of the applicants are equal, as reasonably determined by the Employer.

Section 3. Right to Return. At the request of the employee he/she may return to his/her former position within ten (10) working days after selection for the vacancy provided the former position has not been filled or eliminated.

ARTICLE XII -- ATTENDANCE

Section 1. We recognize the need for employees to be absent from work due to illness or the need to take care of personal business during the normal workday. We instituted sick time to provide for these needs as they arose. Employees also may qualify for a leave of absence for their own major illness, the major illness of a family member, the birth or adoption of a child, workers' compensation injury, or military and/or National Guard duty. Having provided for these situations, it is important to remember that excessive absenteeism, tardiness, and/or leaving early causes the burden of filling in for the absent employee to fall on other employees within the organization. It is a requirement of each job that an employee report to work punctually and work all scheduled work hours as well as any required overtime.

Employees who are not on an approved leave of absence and are absent from work without sufficient sick time to cover that absence will be addressed through the normal Corrective Action Process.

The following corrective action steps should be taken each time this occurs:

First Incident	First Written Warning
Second Incident	Final Written Warning
Third Incident	Termination

Two consecutive days of absence for the same reason are deemed to be one incident. If the employee is absent for more than two consecutive days, he/she must bring a doctor's note in order for more than two consecutive days of absence to be counted as one incident.

If at any time an employee corrects his/her excessive absence problem and has no unexcused absences during a six-month period, corrective action, if it becomes necessary again, should begin with a First Written Warning. This would be a one-time exception in a 2 year occurrence.

During their first six months of employment, a newly hired employee shall be eligible to take up to two (2) days of approved unpaid leave available in half day increments, which will be treated as personal leave. Periodically, special circumstances will occur that warrant an employee being excused from work without sufficient sick time to cover the absence. To ensure fairness throughout the organization, these types of requests require the approval of the Administrator, with consultation of the Human Resources Director.

Occasionally an employee will exhibit a pattern of absenteeism that must be corrected despite having sufficient sick time to cover those absences (i.e. consistently missing a specific day of the week; the day before or after a holiday; the day before or after a scheduled vacation). Such cases should be reviewed with the Human Resources Director before issuing any corrective action.

An employee who is going to be absent, tardy, or leave early from work is responsible for notifying his/her supervisor as soon as possible, regardless of whether the employee has sufficient sick time to cover the absence. An employee who is absent and fails to notify his/her supervisor will be subject to corrective action for failure to notify. An employee who has been absent three consecutive days without calling to speak with his/her supervisor will be considered to have voluntarily resigned.

Occasionally, nonexempt employees may be permitted to make up missed time with the prior approval of their supervisor. The supervisor will determine the exact amount of time the employee will be allowed to make up in a workweek. Each supervisor must be consistent in allowing employees to make up time within the department. No employee will be permitted to work more than 40 hours during the workweek for the purpose of making up time.

ARTICLE XIII -- DISCIPLINE

Section 1. Discipline. Employees covered hereunder shall be disciplined and discharged for just cause. The principles of progressive and corrective discipline shall be followed, the Employer shall have the right to invoke only the following disciplinary measures and all should be documented in the employee's file.

- Oral warning
- Written reprimand
- Suspension with or without pay
- Discharge

The Employer shall retain the right to invoke discipline which is appropriate under the circumstances surrounding the individual incident giving rise to disciplinary action. Oral reprimands shall be purged from all files after twelve (12) months, and written disciplines after twenty-four (24) months.

In the event disciplinary action is taken against an employee, the Employer shall promptly furnish the employee and the Union in writing with a clear and concise statement of the reasons therefore. The measure of discipline and the statement of reasons may be modified after the investigation of the total facts and circumstances. But once the measure of discipline is determined and imposed the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

The parties agree that certain circumstances may reasonably warrant issuance of discipline outside the customary steps of progressive corrective discipline. Disciplinary action should be imposed in a timely manner. 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.

Section 2. Right to Representation. No investigatory interview of an employee which might be used to support disciplinary action against an employee shall be conducted without a Union representative present, unless a written waiver by the employee is obtained.

ARTICLE XIV -- HOURS OF WORK AND OVERTIME

Section 1. Application of Article. This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week, or per work cycle.

Section 2. Normal Work Day. The current normal work day for full-time employees will be eight (8) consecutive hours, which shall include an unpaid sixty minute (60) minute meal period. Full-time employees may be permitted one ten minute rest period in the morning and one ten minute rest period in the afternoon when their work schedule permits. The Department reserves the right to change the current normal workday for full-time employees upon providing notice to the affected employees and the Union. The workday for regular part-time employees shall be set by the Department as it determines fit.

Section 3. Overtime Pay. A non-exempt employee shall be paid one and one half (1 1/2) times his regular straight time hourly rate of pay for all hours worked in excess of forty (40) hours in the employees regular seven (7) day work cycle (12:00 AM Sunday through midnight Saturday).

Overtime pay shall be received in fifteen (15) minute segments as provided by the Fair Labor Standards Act (FLSA). For purposes of this Article, time worked shall include only that time spent on duty as provided by the Fair Labor Standards Act (FLSA), and shall not include any uncompensated periods or time which is compensated but not actually worked, other than pre-approved (24 hours in advance) vacation, paid holidays off, and personal days.

Before any employee may become eligible to receive any overtime pay or compensatory time under this Agreement, the additional hours worked must be approved in advance by the Health Department Administrator or her designee.

Section 4. Compensatory Time. For hours worked in excess of 35 hours up to 40 hours, employees will be compensated at their regular rate. Employees may be given either pay or compensatory time off for those hours. The decision on what form of compensation used shall be made by the employee within a 48-hour work period or within the current pay period. If the employee fails to notify the Supervisor within the 48-hour work period or within the current pay period what form of compensation is to be used it shall be paid. For any hours in excess of 40 hours, compensation will be granted and/or paid at one and one-half time of the employee's current hourly rate. Compensatory time off shall be taken at such time and in such time blocks as are established or agreed to by the Health Department Administrator or his designee. When an employee separates from the Health Department, the employee will be paid for any accrued, unused compensatory time. Total accumulation of Compensatory time off by an employee shall not exceed 35 hours.

Section 5. No Pyramiding. Compensation shall not be paid or compensatory time taken more than once for the same hours under this Agreement. There shall be no pyramiding of overtime or premium compensation rates.

Section 6. Weekend Work. Employees who are required to work on a Saturday, Sunday and/or Holiday shall be paid a minimum of three (3) hours each day or the actual hours worked, whichever is greater. Additionally Employees shifts shall not be changed or flexed to avoid employees earning compensatory time or overtime.

ARTICLE XV -- HOLIDAYS AND PERSONAL DAY

Section 1. Holidays. The following holidays for eligible employees are observed under this Agreement:

New Years Day	Columbus Day
Martin Luther King, Jr. Day	Election Day (to the extent the County recognizes it as a paid holiday)
Lincolns Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Juneteenth	Christmas Eve *
Independence Day	Christmas Day
Labor Day	

If a holiday falls on a Sunday, the following Monday shall normally be observed as the holiday. If a holiday falls on a Saturday, the previous Friday shall normally be observed as the holiday. However, in no instance shall a holiday be observed on a Saturday or Sunday.

* The Christmas Eve Holiday will be observed on the day previous to the Christmas Day Holiday unless Christmas Day falls on a Saturday, Sunday, or Monday.

Section 2. Holiday Pay. Eligible full-time employees will be paid their regular rate of pay for each un-worked observed holiday, subject to the eligibility requirements set forth in Section 3 of this Article. Full-time employees who work on a full day holiday shall receive their applicable rate of pay for all hours worked on the holiday, in addition to their regular rate of pay for the day.

Section 3. Eligibility Requirements. In order for an employee to be eligible for holiday pay, the following conditions must be met:

1. The employee must be employed as full-time for thirty (30) consecutive days before becoming eligible for holiday pay.
2. The employee must have worked his full scheduled working day immediately preceding and immediately following the holiday, plus the day of the holiday if scheduled, unless:
 - (i) the employee is on pre-approved (at least 48 hours in advance) time off for those days, or
 - (ii) it is the first occasion of the calendar year that the employee has missed the last scheduled work day prior to the holiday or next scheduled work day of the holiday due to sickness.
3. On the second or subsequent occasion of an unexpected absence due to sickness for part or all of the scheduled working day immediately preceding, during (if scheduled) or immediately following the holiday, an employee will not receive his holiday pay unless the employee provides to the non-bargaining unit divisional director or program coordinator a doctor's excuse substantiating the need to be off work.
4. Employees who are suspended, on disability leave, on workers' compensation, on pension, or on any other inactive payroll or unpaid leave status shall not be eligible for holiday pay.

Section 4. Personal Leave Day. On January 1st of each year all regular full-time non-probationary employees with less than eight (8) years of service, will be awarded Two (2) personal days for the calendar year. New hires shall receive two (2) personal days upon satisfactory completion of their probationary period.

On January 1st of each year all regular full-time employees, with eight (8) through fourteen (14) years of service will be awarded three (3) personal days for the calendar year. On January 1st of each year all regular full-time employees with fifteen (15) or more years of service will receive four (4) personal days for the calendar year.

On their anniversary date all regular full time employees who achieve eight (8) continuous years of service will be awarded an additional one (1) personal day (for a total of 3 personal days for the year) and all regular full time employees who achieve 15 continuous years of service will be awarded one (1) additional personal day (for a total of four (4) personal days for the year).

Employees who have forty-five (45) days or more of accrued and unused sick leave may trade up to three (3) days of sick leave for three (3) personal days in each year. The personal days may be used as described above, but must be used during the year obtained. This trading of time, if desired, must occur during the first pay period of the year.

ARTICLE XVI -- VACATIONS

Section 1. Vacation Allowance and Eligibility. All regular, full-time employees will be granted vacation time based on the following accrual schedule:

<u>Length of Continuous Service</u>	<u>Number of Work Days</u>
After 1 year	10
After 7 years	15
After 15 years	20
After 20 years	25

Vacation time begins accruing at the date of hire if full time or the date the employee's status changes to full-time. New employees will not be permitted to utilize vacation time until after the completion of six (6) months of service. Vacation time is accrued per pay period.

Section 2. Vacation Pay. Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 3. Holidays During Vacation. Holidays falling within a vacation period for which an employee is eligible to be paid will be paid as holiday time and not deducted from vacation leave.

Section 4. Vacation Scheduling. Vacations shall be scheduled in advance, subject to approval by the Health Department Administrator or her designee. Vacations shall be scheduled on a first come basis. Requests to schedule a week of vacation shall be made at least thirty (30) calendar days in advance. Requests to schedule less than a week but more than one consecutive day of vacation shall be made at least two (2) weeks in advance. Requests to schedule one day of vacation or less shall be made at least one 48 hours in advance. (The Health Department Administrator or his designee may in her sole discretion consider a vacation request with less notice in a specific instance. An employee shall utilize vacation in

increments of fifteen (15) minutes. All requests to use vacation time shall be made in the TimeForce Software program. Requests cannot be submitted more than twelve (12) months in advance.

The maximum vacation accrual to be carried —by an employee at any point in time is five days more than what they are entitled to earn. Any employee who has reached maximum accrual shall cease earning vacation time until he falls below maximum accrual.

Notwithstanding any other provision of this Agreement, it is expressly agreed that the final right to designate, approve and cancel vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the Health Department Administrator. Once a vacation request is granted, it shall only be cancelled or denied in cases of civil emergencies as described in Article V).

Section 5. Termination. A non-probationary employee who ceases employment with the Employer shall receive compensation for all earned but unused vacation time at the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the date of separation or layoff. Once an employee provides notice of resignation, the employee may not take vacation time. A probationary employee who is separated from employment for any reason shall not be entitled to any compensation for earned but unused vacation time.

ARTICLE XVII -- SICK LEAVE AND EXTENDED ILLNESS BANK

It is the Policy of The Kankakee County Health Department 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 and Extended Illness Days as possible to meet serious illness situations. Sick leave is not intended for a one day vacation or to be used to extend vacation periods or holidays. Sick leave and Extended Illness may be used in increments of fifteen (15) minutes.

Sick leave and Extended Illness Leaves will be granted to full time employees only. Sick leave and Extended Illness Time will be granted on January 1st of each year and will be based on the employee's service as of December 31st of the prior year.

Employees who have a 1, 2 or 5 year anniversary during any given year will be eligible for five (5) days of additional time on their anniversary date.

- After 6 months of continuous service: 5 sick days
 - After 1 year of continuous service: 5 sick days
 - After 2 years of continuous service: 7 sick days & 3 extended illness days
 - After 5 years of continuous services: 9 sick days & 6 extended illness days
1. You must have sick time available in your sick bank.
 2. On December 31st of every year, all sick time will be transferred to the Extended Illness Bank.
 3. Sick time may be utilized by employees (a) when they are sufficiently ill so that good judgment would determine it best not to report to work, (b) in the event of an injury or

illness to oneself or a member of the employee immediate family, and or routine medical and dental appointments.

4. All foreseeable sick leave requires approval of the appropriate Supervisor.
5. Any absence of three (3) working days or longer requires a physician's statement of release and verification substantiating that they may return to work. Such physician's statement can be provided to the Employer via facsimile or email but must be received prior to their return to work. In addition, the Department Head may request a physician's statement for shorter periods of time. A physician's statement does not require diagnosis of an illness only that the employee was seen in the physician's office on that particular day and provides a physician's statement. The statement shall only be presented for review and verification to the employee's Supervisor who shall sign off on the physician's statement and return the statement to the employee
6. Notice of an employee's desire to return to work after an extended illness must be given to the Supervisor no less than twenty-four (24) hours in advance.
7. The Supervisor 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 the sick leave for the first day.
8. An employee obtaining sick leave under false pretenses or an Supervisor falsely certifying sick leave allowance for absence from work may be subjected to disciplinary action.

The following guidelines should be followed as it relates to the Extended Illness Bank.

1. Any time an employee has a doctor's excuse substantiating the need to be off work for a medical condition, their time may be used from the Extended Illness Bank. With Supervisor's approval, this may also hold true for any sickness in the immediate family (with a Doctor's excuse). Such physician's statement can be provided to the Employer via facsimile or email within forty-eight (48) business hours after the employees return.
2. If an employee is hospitalized, the accumulation in the Extended Illness Bank will be used to continue the employee's regular pay. However, an approved statement from the physician or admittance to a hospital will be necessary for any benefit to be received from the Extended Illness Bank.
3. If the employee exhausts the Extended Illness Bank, any sick or vacation days that have been accrued may be used to extend the employees regular pay.
4. If any employee is eligible for I.M.R.F. disability payments, they may apply after the appropriate waiting periods have been achieved. No individual may receive I.M.R.F. disability payments at the same time he/she will be paid from the Extended Illness Bank retroactively from the first day of illness.
5. If an employee is hospitalized as a result of the illness, immediately following days of illness, he/she will be paid from the Extended Illness Bank retroactively from the first day of illness.

6. Employees undergoing outpatient surgery may be paid from the Extended Illness Bank from the day of the surgery.
7. A maximum of 120 days may be stored in the Extended Illness Bank.
8. While an employee is utilizing time from his/her Extended Illness Bank, employees will continue to accrue vacation and sick time. However, that time may not be used until the employee returns to work on a full-time basis.
9. An employee who terminates service with the Health Department for reasons other than retirement will not be paid for any unused time in their Extended Illness Bank.
10. All employees who retire shall have the following options of payment for unused sick leave not to exceed 120 days: A) 50% sell back and 50% IMRF credit, B) 100% IMRF credit.
11. If an employee requires ongoing treatment for an injury or illness, the employee may utilize time from their Extended Illness Bank beginning on the fourth day of absence, providing there is proper documentation from the employee's physician.

ARTICLE XVIII – LEAVES OF ABSENCE

Section 1. Employees With Less Than One Year of Service. With the exception of bereavement leave, any employee who has not completed one year of service, with the Health Department is not normally entitled to the Employer Leave Policy, but may request such leave and may be granted by the Health Department Administrator or her designee. No matter concerning the granting of leave of absence for an employee with less than one year of service shall be subject to the grievance and arbitration procedures.

Section 2. Personal Leave of Absence. An employee may request one unpaid personal leave of absence for a period of up to thirty (30) calendar days and the Health Department Administrator or her designee may grant the leave. Only one request per twelve (12) months will be considered. No matter concerning the granting of a personal leave of absence shall be subject to the grievance and arbitration procedures.

Section 3. Military Leave. Military leave shall be granted in accordance with applicable law. Employees must apply for such leave as soon as they are aware of the need for such leave. In accordance with state statute, employees will be protected against loss of income as a result of participation in annual encampment or training duty in the reserves or National Guard. During leaves for annual training, the employee shall continue to receive his or her regular compensation. During leaves for reserve/guard basic training and up to 60 days of special or advanced training, if the employee's compensation for military activities is less than his compensation as an employee, he shall receive his regular compensation as a public employee minus the amount of his or her base pay for military activities provided the employee provides proof of what he was paid during his reserve/guard training.

Section 4. Jury Duty/Court Appearances. Upon notice to the Health Department Administrator, employees shall be permitted an 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 without loss of pay for the time the employee serves on jury duty or testifies as a witness, other than as a defendant, including necessary travel time. Employees need to bring any checks received for payment for Jury service to the Fiscal Manager and the employee will be required to reimburse the County for any payment of time received for service to the courts. Any mileage

payments are not payable to the County. The employee will report to work when not required to be in court during regular work hours.

Attendance in court in connection with an employee's official usual duty or in connection with a case in which the County of Kankakee or the Health Department is a party, together with travel time necessarily involved, shall not be considered absence from duty within the meaning of this policy.

Said absence from duty will be without pay when an employee appears in private litigation to which the County of Kankakee or Health Department is not a party, is a claimant or plaintiff in a proceeding against the County or Health Department, or the party proceeding against the County or Health Department is acting on behalf of the employee;

Section 5. Bereavement. Employees shall be allowed up to three (3) days leave without loss of pay in the event of a death in the employee's immediate family (father, mother, spouse, child, or legal ward, brother, sister, mother-in-law, father-in-law, grandchildren, brother-in-law, sister-in-law, grandparents, stepparents or stepchildren or significant other as approved by the Health Department Administrator). If additional time is needed, or to attend services for other family members or a friend of the employee, employees may use up to three (3) days of accumulated compensatory, personal, vacation, or sick (including extended illness bank time) or unpaid time (if insufficient accumulated time) if approved by the Health Department Administrator.

As a condition to the granting of any such emergency leave, the employee may be required to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee. Bereavement leave under this section shall run concurrently with any bereavement leave the employee may be entitled to under the Family Bereavement Leave Act. To the extent an employee qualifies for bereavement leave under the Family Bereavement Leave Act, the employee shall have the right, upon using his/her three (3) days (if applicable) to substitute accumulated compensatory, personal, vacation, or sick time (including extended illness bank time) for the unpaid Family Bereavement Leave.

Section 6. Family and Medical Leave. The Parties agree that employees shall receive family and medical leave pursuant to, and in accordance with, the provisions of the Family and Medical Leave Act of 1993, as amended. Such leave shall run concurrently with any other leave for which the employee is eligible. Employees shall be allowed to retain up to five (5) days of their accrued vacation time or personal days (at the employee's choosing) during a FMLA leave. In order to eligible for IMRF disability the employee must use the five (5) vacation days.

Section 7. Non Employment Elsewhere. A leave of absence under any provision of this Agreement will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Any employee who engages in such employment elsewhere (including self employment) while on any leave of absence provided in this Article or Agreement may be subject to immediate discharge. This section shall not apply to vacation, personal leave or compensatory time off.

Section 8. Return from Leave. Unless otherwise required by law, an employee eligible for leave will be restored to their old position or to a position with equivalent pay benefits and other terms and conditions of employment as long as the leave is one year or less. The Employer cannot guarantee that an employee will be returned to their original job. A determination as to whether a position is an equivalent position will be made by the Employer.

ARTICLE XIX -- SALARIES

Section 1. Wages. Effective December 1, 2022, pay for all employees shall increase 5%. If an employee after the 5% increase is still below the new minimum starting rate, the employee shall be moved to the new minimum starting rate. Effective December 1, 2022, and based on employee seniority as of that date more senior employees will receive a one-time equity adjustment after receiving their across-the-board increase as follows: (a) employees with 3 years but less than 8 years of service will receive an additional \$.50/hr; (b) employees with 8 years but less than 15 years of service shall receive an additional \$1.00 /hr; and (iii) employees with 15 years of service or more shall receive an additional \$1.50/hr.

Effective December 1, 2023, pay for all employees shall increase 4% . Effective December 1, 2024, pay for all employees shall increase 4%. Effective December 1, 2025; pay for all employees shall increase 4.0%. Nothing herein shall prohibit the Employer from providing employees more frequent increases. However any increases beyond the contractual increases contained in this agreement will be sent to the Union at least one (1) month prior to the increase and such documentation shall include a detail position statement for the proposed increase.

Section 2. Retroactive Pay. Within thirty (30) days of the execution of this Agreement, the Employer shall pay each employee on the payroll as of the ratification of this Agreement retroactive pay reflecting the pay increase described in Section 1 which took effect December 1, 2022.

Section 3. New Hires. New hires normally shall begin work at the starting rate for their job classification. The Employer reserves the right, however, to start a new hire at a higher rate of pay should it so choose provided the pay rate provided is no higher than the higher of 5% above the starting rate or the rate of pay of the lowest paid employee in the classification. Starting rates for the job classifications within the bargaining unit are as follows:

Position	Minimum Starting Rate Effective Upon Ratification
WIC Coordinator (Exempt Salaried)	\$35,815 (annual salary 35 hr/wk)
Professional - 1: EH Inspector; Division Officer Manager	\$17.00
Professional - 2: Associate Sanitarian (AD); Lead Inspector/Outreach (AD); Licensed Practical Nurse	\$19.00
Professional - 3: Nutritionist (BS); Sanitarian (BS); HIV Case Manager, SWCase Manager	\$21.00
Professional - 4: Assistant Coordinator; Sanitarian- LEHP; Nutritionist (BS - Registered Dietitian)	\$23.00
Professional - 5: Registered Nurse (BS and AD)	\$27.00
Hourly- 2: Client Services Representative	\$15.00

Hourly -3: Phlebotomist	\$15.50
Hourly - 4: Vision/Hearing Technician; Certified Nursing Assistant; Outreach Worker; Client Care Advocate, Clinic Assistant	\$16.00
Hourly - 5: Translator, Translator/Vision Hearing Technician	\$16.50

Effective December 1 of the subsequent years of this Agreement the starting rates shall be increased by the lesser of one percent or one half of the negotiated wage increase set forth in Section 1.

Section 4. Promotion. An employee who is promoted to a higher level position will receive the starting rate of the position or a five percent (5%) increase, whichever is greater.

Section 5. Bilingual Pay Stipend. An employee whom the Employer directs to utilize her foreign language skills on a regular basis on behalf of the Health Department shall receive a pay stipend effective upon ratification of fifty cents (\$.50) per hour for so long as the employee is assigned in such a capacity. The Employer shall determine which if any and how many employees shall serve in this capacity.

Section 6. Temporary Assignment Pay. An employee temporarily assigned to a higher rated classification for a period of more than one (1) day shall be paid at the starting rate of that position (if that rate of pay is higher than the employee's current rate of pay) for the actual time so assigned.

ARTICLE XX -- INSURANCE

Section 1. Medical and Life Insurance Plan. During the term of this Agreement, the Employer shall continue to make available to non-retired, full-time employees and their eligible dependents the same medical and life insurance plan(s) as provided for regular, full-time unrepresented County employees. The Employer reserves the right to make any changes, reductions, modifications, deletions, or improvements with respect to employee medical or life insurance (including but not limited to changes in insurance carriers, insurance plans, benefit levels, deductibles, co-payment levels, opting for self-insurance, etc.), so long as such changes are equally applicable to regular, full-time unrepresented County employees.

During the term of this contract the employee will contribute toward the payment of medical and life insurance premiums at the same rate as regular, full-time unrepresented County employees. The amount of employee premium contributions required under this Section shall be deducted from the employee's regular paychecks.

Section 2. Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

Section 3. Right to Maintain Coverage While on Unpaid Leave or on Layoff. An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying monthly in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

Section 4. IRC Section 125 Plan. The Employer shall permit full-time employees to participate in the IRC Section 125 Plan offered to regular, full-time unrepresented County employees. This Plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

ARTICLE XXI -- PERSONNEL FILES

Section 1. Personnel Files. The Employer shall keep a central personnel file for each employee within the bargaining unit. The Employer is free to keep working files including Internal Investigation Division files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee.

Section 2. Inspection. Upon request of an employee, the Employer shall reasonably permit an employee to inspect his personnel file subject to the following:

- (a) Such inspection shall occur during administrative working hours Monday through Friday upon reasonable request;
- (b) 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;
- (c) Upon written authorization by the requesting employee, in cases where such employee has written grievance pending, and is inspecting his file with respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in this Article;
- (d) If an employee disagrees with any information contained in the personnel file the employee may submit a written statement of this 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;
- (e) 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 employee. If an agreement cannot be reached, the employee may submit a written statement explaining the employee's position. The Employer shall attach the employee's statement to the disputed portion of the personnel record. The employee's statement shall be included whenever that disputed portion of the personnel record is released to a third party as long as the disputed record is a part of the file. The inclusion of any written statement attached in the record without further comment or action by the Employer, shall not imply or create any presumption of Employer agreement within 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;
- (f) 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.

Section 3. Notification. Employees shall be given immediate notice by the Employer when a formal, written or other disciplinary documentation is permanently placed in their personnel file.

ARTICLE XXII -- SUBCONTRACTING

While the Employer has no present plans to subcontract any work performed by bargaining unit members, the Employer maintains its basic management right to subcontract any such work provided such contracting out does not result in the layoff of any employees, the permanent reduction of bargaining unit staffing, or the failure to fill a newly created permanent position that would fall within the bargaining unit with an employee. The Employer, for example, shall have the right to contract out for additional temporary assistance or short term projects (not to exceed the longer of 90 days per project/assignment); or one-time grants (i.e., grants of less than one year or grants where clearly there is no reasonable expectation for renewal) that are not anticipated to result in a permanent regular part-time or full-time position; to contract out to fill in for employees who are absent from work for any reason; and, provided the Employer is seeking to fill the position, and actively conducting interviews, to contract out to fill in for vacancies created by departed employees or the creation of new positions until such vacancies are filled. The Employer also may contract out in the event of an emergency (e.g., extreme weather conditions and results therefrom, tornados, flooding, earthquake, terrorist attack, fire, outbreak of an infectious disease).

ARTICLE XXIII -- SAFETY & HEALTH

Section 1. Compliance with Laws. In order to have a safe and healthy place to work, the Employer agrees to comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. Employees shall comply with all safety rules and regulations established by the Employer, and failure to so comply may subject an employee to discipline up to and including discharge.

Section 2. Advanced Step Filing. A grievance involving an alleged violation of this Article may be submitted in writing directly to Step 2 of the grievance procedure.

Section 3. Personal Protective Clothing and Equipment. All personal protective clothing and equipment required by the Employer that is currently paid for by the Employer shall be furnished and maintained by the Employer without cost to the employee.

Section 4. Testing/Immunization. As a condition of continued employment, employees may be required to be immunized and to submit to ongoing medical tests. Any tests or immunizations performed after here will be performed at the Health Department's expense (to the extent not covered by insurance).

ARTICLE XXIV -- MISCELLANEOUS

Section 1. Gender of Words. Any gender term used herein shall be deemed to include the other gender, unless the other gender is clearly inappropriate in the context of the provisions(s) concerned.

Section 2. Ratification and Amendment. This Agreement shall become effective when ratified by the Union, the Health Department Board, and the County Board and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of all parties.

Section 3. Physical. If, at any time, there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Health Department may require, at its expense (to the extent not otherwise paid for by the employee's insurance), that the employee have a physical examination by a qualified and licensed medical professional selected by the Health Department.

Section 4. Americans With Disabilities Act. The parties agree that the Employer may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Americans with Disabilities Act ("ADA") in order to be in compliance with the ADA.

Section 5. Drug and Alcohol Testing. Employees shall comply with the Employer's Drug Free Workplace policies, as they may be amended. However, the Employer may require- employees to submit to a urinalysis test and/or other appropriate drug or alcohol testing at a time and place designated by the Employer, providing, in the opinion of the Health Department Administrator or his designee, there is reasonable suspicion for such testing. Any testing performed shall comply with federal and state regulations relating to employees with CDL licenses.

At the time of any urinalysis or other test, the employee may request that a blood sample be taken at the same time so that a blood test can be performed if the employee tests positive in the urinalysis or other test. If an employee tests positive in any such test, the test results shall be submitted to the Health Department Administrator and/or his designee for appropriate action.

Section 6. Prohibition. Use, sale, purchase, manufacture, delivery or possession of illegal drugs at any time and at any place (on or off the job) while employed by the Health Department, being under the influence of illegal drugs, abuse of prescribed drugs, failure to report to the Health Department Administrator any known adverse side effects of medication or prescription drugs which the employee may be taking, consumption or possession of alcohol while on duty, or being under the influence of alcohol while on duty (which shall be defined as a blood alcohol level of more than .02%), shall be grounds for discipline up to and including discharge.

Section 7. Light Duty. The Health Department may, whenever possible, provide "light duty" when available for employees who are unable to perform their normal job functions due to medical conditions. It is the responsibility of the administrator or designee to verify the employee's request and/or need for "light duty" by contacting the attending physician. The employee's physician will be asked to provide for the Health Department a written statement outlining the employee's restriction/limitation due to work-related injury or illness. The Health Department reserves the right to require the employee to see another physician of the Health Department's choice for a second opinion. The divisional director will be responsible for providing work within the employee's limitation if such work is available. Generally, a light duty assignment shall not exceed 120 calendar days. The Employer reserves the right to terminate any light duty assignment at an earlier time if the employee is found capable of returning to his or her normal duties.

Section 8. Outside Employment. There shall be no restriction on outside employment except that employees may not engage in outside employment if that employment infringes on their ability to satisfactorily perform all of the functions required by the Health Department. While working on outside jobs, employees are not covered by the Employer's workers' compensation insurance.

Section 9. No Smoking. All employees are strongly encouraged to quit smoking. Employees are prohibited from smoking or using tobacco products in Employer buildings or vehicles. Employees also are prohibited from smoking during working hours, including during paid breaks. No employee may smoke or use tobacco products anywhere on campus.

Section 10. Residency. As condition of employment, within six months of their hire, employees shall be required to obtain and maintain their residence within Kankakee County. The Health Department may waive this requirement on a case by case basis for certain hard to fill technical or professional positions.

Section 11. Tuition Reimbursement. Full-time employees who wish to advance their educational qualifications at college level may be reimbursed a portion of the cost of tuition for successful completion of college level courses of registration which are related to their work assignments, as determined by the Health Department Administrator. An employee requesting tuition reimbursement must submit a written request in advance of registration which describes the courses the employee wishes to take

and the applicable tuition costs. Tuition reimbursement is subject to budgetary constraints and the approval of the program coordinator or divisional director, and Health Department Administrator. An employee may be reimbursed for no more than two (2) classes annually, not to be concurrent.

In order to be eligible for reimbursement, the employee must have completed at least one year of full-time service, and have at least a satisfactory job performance rating. Reimbursement for any class shall be at the lesser of the actual cost or the current per credit hour rate at Kankakee Community College. Graduate level course work will be reimbursed at the lesser of the actual cost or the current Governor's State University Master Program rate. Employees are expected to apply for any scholarship or grants that may be available to them. Any employee who receives reimbursement for his or her tuition from another source (*i.e.*, scholarship, grant) is only eligible for the portion of the tuition that was not covered by another outside source. Reimbursement shall be made upon completion of the approved course with a minimum grade of "C" or higher.

Employees whose requests for tuition reimbursement are approved will be required to sign the tuition reimbursement agreement in which he agrees that if he leaves the employment of Health Department for any reason within one (1) year after completion of the course of studies for which he received tuition reimbursement, he shall repay the Health Department its full reimbursement costs.

Section 12. Uniform Allowance. Employer reserves the right to develop a policy on the dress of Employees and Employees agree to follow such policy.

Section 13. Mileage Reimbursement. Mileage reimbursement rate for the use of personal vehicles while traveling in or out of the county on official health department business will be same as the mileage rate established by the State of Illinois. This rate will increase or decrease effective on the same date that the increase or decrease is effective according to the Federal General Services Administration.

Section 14. CEU Reimbursement. On December 1 of each year, employees who hold licenses and are required to complete Continuing Education hours to maintain their licensure with the State of Illinois will be given \$25 to apply towards the cost of acquiring such CEUs if they have not been earned through employer funded activities.

Section 15. Payment When Traveling. Employees who attend training/Continuing Education required by the Employer shall be paid all reasonable hours spent traveling to and from training/Continuing Education sessions. At no time shall an employee be required to use his or her benefit time.

Section 16. Vehicle Use For Travel. Should the County not have any vehicle available for travel, Employees who utilize their own vehicles shall not be required to have other employees ride in their vehicle when traveling for work. Such employee shall be reimbursed for mileage if the employee chooses to drive separately. New employees shall be notified of this right and provision. Additionally employees shall not be forced to drive County Vehicles for such purposes.

ARTICLE XXV -- SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Court or competent jurisdiction, such decision shall apply only to the Article, Section or portion thereof specifically specified in the Court's decision; and upon issuance of such a decision, the Employer and Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXVI -- ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXVII -- ACCRUAL OF SENIORITY RELATING TO PART-TIME EMPLOYEES

BENEFIT TIME TO HIRED TO FULL-TIME STATUS

It is agreed that part-time employees who elect to become full-time status shall be slotted in to the appropriate benefit accrual levels based on the number of hours such part-time employee worked during that time.

EXAMPLE — VACATION: If a part-time employee works seventeen and one-half (17- 1/2) hours per week (50%) for twenty (20) years and then elects to become full-time, such part- time employee would be considered for the purposes of full-time benefit time to have ten (10) years full time seniority. Thereafter, such employee, upon becoming a full-time employee, would slot into the vacation Schedule in accordance with ARTICLE X LAYOFF AND RECALL- Section 1. Layoff and Recall and would then receive fifteen (15) days of vacation as shown below.

<u>Length of Continuous Full-Time Service</u>	<u>Number of Work Days</u>
After 1 year	10
After 7 years	15
After 15 years	20
After 20 years	25

ARTICLE XXVIII -- DURATION AND TERM OF AGREEMENT

Section 1. Termination. This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of November, 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

KANKAKEE COUNTY

By _____

By _____

KANKAKEE COUNTY
HEALTH DEPARTMENT

By John Bevis

By _____

AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL 31, AFL-CIO,
FOR AND ON BEHALF OF LOCAL 1874

By Thomas J. Smith - President

By Michael Krug

By _____

By _____

By _____

By _____

BONUS SIDE LETTER OF AGREEMENT

The Kankakee County Health Department will pay a one-time non-precedential bonus to each employee who is employed as of the ratification of the parties' collective bargaining agreement the following gross amount (subject to applicable withholding) based on their hourly status:

Full time --\$1,000 (minimum)

In the event the Health Department provides a larger bonus, it will first notify the Union via email of the increase and said increase shall be applicable to all employees based on their hourly status.

These amounts are made available thru the COVID-19 Crisis Grant, 2022-2023, from the Illinois Department of Public Health. It is agreed by the parties that these are one-time only, non-precedential payments that will not become part of the base wages for any employee, that payments shall be made by a special payroll check (on a non-paydate) near the end of June, and such payments shall not be considered as part of regular earnings for purposes of overtime compensation.

KANKAKEE COUNTY

By _____

By _____

AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL 31, AFL-CIO,
FOR AND ON BEHALF OF LOCAL 1874

By _____

By _____

By _____

By _____

By _____

By _____

KANKAKEE COUNTY
HEALTH DEPARTMENT

By John Bevis

By _____

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

KANKAKEE COUNTY

By _____

By _____

AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL 31, AFL-CIO,
FOR AND ON BEHALF OF LOCAL 1874

By _____

By _____

By _____

By _____

By _____

By _____

KANKAKEE COUNTY
HEALTH DEPARTMENT

By *Antonio Carra* B.O.H. President

By *John Bevis* Administrator

BONUS SIDE LETTER OF AGREEMENT


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KANKAKEE COUNTY

By 
By _____

AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL 31, AFL-CIO,
FOR AND ON BEHALF OF LOCAL 1874

By _____

By _____

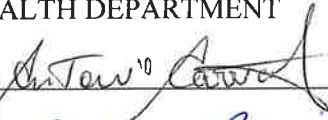
By _____

By _____

By _____

By _____

KANKAKEE COUNTY
HEALTH DEPARTMENT

By  B.C.H. President
By John Bevis
Administrator

**Resolution of the County Board
of
Kankakee County, Illinois**

RE: RESOLUTION AUTHORIZING THE CHAIRMAN OF THE KANKAKEE COUNTY BOARD TO EXECUTE AN AGREEMENT BETWEEN THE COUNTY OF KANKAKEE & KANKAKEE COUNTY HEALTH DEPT AND THE AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, COUNCIL 31, AFL-CIO FOR AND ON BEHALF OF LOCAL 1874

WHEREAS, the American Federation of State, County & Municipal Employees, Council 31, AFL-CIO for and on behalf of Local 1874 and the Kankakee County Health Department and County of Kankakee have bargained and have reached a labor agreement; and,

WHEREAS, the Kankakee County Health Department met with the American Federation of State, County & Municipal Employees, Council 31, AFL-CIO on behalf of Local 1874 and all parties have been in negotiations; and,

WHEREAS, the Kankakee County Board of Health has reviewed, discussed and approved the proposed agreement and has sent the agreement to the Kankakee County Board for approval and signing; and,

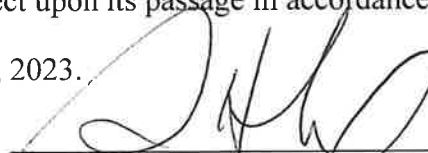
WHEREAS, the County Board of Kankakee County deems it to be in the best interest of Kankakee County and the Kankakee County Health Department to execute an agreement which includes the provisions negotiated by both parties (see Exhibit)

WHEREAS, the agreement shall be for a period of four (4) years and will begin effective upon execution (except where made retroactive) and shall remain in full force and effect through November 30, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Kankakee County Board that the Chairman or his designee is hereby authorized to execute the contract between Kankakee County, the Kankakee County Health Department, and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO for and on behalf of Local 1874 referred to above, commencing retroactively beginning on or about December 1, 2018 and shall remain in full force and effect until November 30, 2026.

This resolution shall be in full force and effect upon its passage in accordance with the law.

PASSED and adopted this 9th day of May, 2023.



Andrew H. Wheeler, County Board Chairman

ATTEST:



Dan Hendrickson, County Clerk

**Resolution of the County Board
of
Kankakee County, Illinois**

RE: RESOLUTION AUTHORIZING THE CHAIRMAN OF THE KANKAKEE COUNTY BOARD TO EXECUTE AN AGREEMENT BETWEEN THE COUNTY OF KANKAKEE & KANKAKEE COUNTY HEALTH DEPT AND THE AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, COUNCIL 31, AFL-CIO FOR AND ON BEHALF OF LOCAL 1874

WHEREAS, the American Federation of State, County & Municipal Employees, Council 31, AFL-CIO for and on behalf of Local 1874 and the Kankakee County Health Department and County of Kankakee have bargained and have reached a labor agreement; and,

WHEREAS, legal counsel hired by Kankakee County Health Department met with the American Federation of State, County & Municipal Employees, Council 31, AFL-CIO on behalf of Local 1874 and an agreement has been ratified by union members and signed on behalf of the union; and,

WHEREAS, the Kankakee County Board of Health has reviewed, discussed and approved the agreement; and,

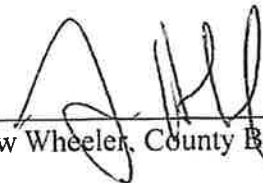
WHEREAS, the County Board of Kankakee County deems it to be in the best interest of Kankakee County and the Kankakee County Health Department to execute an agreement which includes the provisions negotiated by both parties (see Exhibit)

WHEREAS, the agreement shall be for a period of four (4) years beginning December 1, 2022 and shall remain in full force and effect until November 30, 2026.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Kankakee County, Illinois, that the Chairman of Kankakee County is hereby authorized to execute the contract referred to above.

This resolution shall be in full force and effect upon its passage in accordance with the law.

PASSED and adopted this 9th day of May, 2023.



Andrew Wheeler, County Board Chairman

ATTEST:


Dan Hendrickson, Kankakee County Clerk

