KENDALL COUNTY
LABOR & GRIEVANCE COMMITTEE
County Office Bldg
County Board Rooms 209-210

MONDAY, January 27, 2014 at 9:30 A.M.

AGENDA

1. Call to Order

2. Roll Call & Determination of Quorum

3. Items of Business
   ➢ Presentation about Grievances – Leslie Johnson, Assistant State’s Attorney

4. Public Comment

5. Questions from Media

6. Executive Session

7. Recommendations for County Board

8. Adjournment
AGREEMENT

BETWEEN

COUNTY OF KENDALL, ILLINOIS AND
KENDALL COUNTY SHERIFF

and

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

FOR

KENDALL COUNTY SHERIFF’S POLICE

BARGAINING UNIT

[PATROL DEPUTIES]

December 1, 2012 – November 30, 2015
Americans with Disabilities Act, then the Employer shall make reasonable accommodations so long as accommodation is not an undue hardship.

**ARTICLE XIV**

**DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

Section 1. **Definition of a Grievance.** A grievance is defined as any unresolved difference between the Employer and the Council or any employee regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

Section 2. **Dispute Resolution.** In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and his immediate non-bargaining unit supervisor.

All grievances or disputes must be filed within ten (10) business days (Monday through Friday) of the day the employee knew or should have known of the cause giving rise to the grievance or dispute.

The employee shall make his complaint to his immediate non-bargaining unit supervisor. The non-bargaining unit supervisor notify the employee of the decision within three (3) business days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later.

Section 3. **Representation.** Grievances may be processed by the Council on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 3, Section 8 of this Article. Either Party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employee is
entitled to Council representation at each and every step of the grievance procedure upon his request.

Grievances may be filed on behalf of two or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

Section 4. Subject Matter. Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant’s position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee(s) and the date.

Section 5. Time Limitations. Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer’s failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 2. Time limits may be extended by mutual agreement.

Section 6. Grievance Processing. No employee or Council representative shall leave his work assignment to investigate, file or process grievances without first making mutual arrangements with his non-bargaining unit supervisor, and such mutual arrangements shall not be denied unreasonably. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his safety.

Section 7. Grievance Meetings. A maximum of two (2) employees (the grievant and/or Council Rep) per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. The employee(s) shall only be excused for the amount of time
reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee’s work shift. In the event of a grievance, the employee shall first perform his assigned work task and file his grievance later.

Section 8. Steps In Procedure. Disputes arising under this Agreement shall be resolved as follows:

Step 1: If no agreement is reached between the employee and the non-bargaining unit supervisor, as provided for in Section 2, Dispute Resolution, the Council shall prepare a written grievance on a form mutually agreed to and presented to the Sheriff and the Chairman of the County Board Public Safety Committee no later than ten (10) business days after the employee was notified of the decision by the non-bargaining unit supervisor. Within five (5) business days after the grievance has been submitted, the Sheriff and Chairman of the County Board Public Safety Committee shall meet with the grievant and the Council Rep to discuss the grievance and make a good faith attempt to resolve the grievance. The Sheriff and Chairman of the County Board Public Safety Committee shall respond in writing to the grievant and the Council Rep within five (5) business days following the meeting.

Step 2: If the grievance is not settled at Step 1 the grievance may be referred in writing, within five (5) business days after the decision of the Sheriff, to a Committee consisting of the Sheriff and three (3) members of the County Board appointed by the Chairman of the County Board. Within twenty (20) business days after the grievance has been filed with the Committee the Committee shall meet with the Council and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Committee shall respond in writing to the grievant and the Council within five (5) business days following the meeting.

Step 3: If the dispute is not settled at Step 2, the matter may be submitted by the Labor Council to arbitration within ten (10) business days after the Board’s written decision or the expiration of the five (5) day period if the Board fails to render a written decision. Within ten (10) business days after the matter has been submitted to arbitration a representative of the Employer and the Council shall meet to select an arbitrator from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after such meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be
selected from the list of seven (7) by alternate strikes by the Employer representative and the Council. The Employer and the Council shall take turns as to the first strike. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Council. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and council representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the City of Yorkville, Illinois unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at joint statement of facts and issues to be submitted to the arbitrator.

The Employer or Council 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 witness.

Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the parties. Costs of arbitration shall include the arbitrators fees, room cost and transcription costs. Nothing in this Article shall preclude the parties from agreeing to use expedited arbitration procedures. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Council and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement, unless specifically stated elsewhere in this Agreement.
APPENDIX C GRIEVANCE FORM
(use additional sheets where necessary)

Date Filed: _______________________
Department: _______________________

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

STEP ONE

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

Article(s)/Sections(s) violated: _______________________, and all applicable Articles.

Briefly state the facts: ____________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

Remedy Sought: _________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

Given To: _______________________
          Date: _______________________

Grievant's Signature _______________________

FOP Representative Signature _______________________

EMPLOYER'S RESPONSE

_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

Employer Representative Signature _______________________

Position _______________________

Person to Whom Response Given _______________________

Date _______________________

STEP TWO

Reasons for Advancing Grievance: __________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

Given To: _______________________
          Date: _______________________

Grievant's Signature _______________________

FOP Representative Signature _______________________

EMPLOYER'S RESPONSE

_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

Employer Representative Signature _______________________

Position _______________________

Person to Whom Response Given _______________________

Date _______________________

33
STEP THREE
Reasons for Advancing Grievance:

Given To: ____________________ Date: ____________________

Grievant's Signature ____________________ FOP Representative Signature ____________________

EMPLOYER'S RESPONSE

Employer Representative Signature ____________________ Position ____________________

Person to Whom Response Given ____________________ Date ____________________

STEP FOUR

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given ____________________ Date ____________________

FOP Labor Council Representative

AGREEMENT

BETWEEN

KENDALL COUNTY

AND

KENDALL COUNTY HIGHWAY DEPARTMENT

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150

December 1, 2012 through November 30, 2016
ARTICLE X
GRIEVANCE PROCEDURE

Section 10.1 - Grievance Defined

A grievance is defined as any difference, complaint or dispute, including disciplinary action towards an employee, between the Union or any employee and the County regarding the application, meaning or interpretation of this Agreement.

Section 10.2 - Processing of Grievance

Grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The grievant or one grievant representing a group of grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

Section 10.3 - Grievance Steps

Step One: Immediate Supervisor - The employee, with or without a Union representative, attempt to orally resolve a grievance with his or her immediate supervisor within fifteen (15) business days of the event giving rise to the grievance, or when the employee reasonably should have realized that a dispute existed. The immediate supervisor shall attempt to adjust the matter and shall respond in writing within five (5) business days.

Step Two: County Engineer - If the grievance remains unsettled after the response in Step One, the Union may submit a written grievance to the County Engineer within ten (10) business days of the Step One response. If the grievance is filed directly at Step Two, it must be filed within fifteen (15) business days of the event giving rise to the grievance or when the employee/Union reasonably should have realized that a dispute existed.
The County Engineer shall schedule a conference within five (5) business days of receipt of the grievance to attempt to adjust the matter. The County Engineer shall submit a written response within five (5) business days of the conference. If the conference is not scheduled, the County Engineer shall respond to the grievance in writing within five (5) business days of receipt of the appeal.

**Step Three: County Board** - If the grievance remains unsettled after the response in Step Two, the Union may submit a written grievance to the Chairman of the Labor and Grievance Committee of the County Board within ten (10) business days of the Step Two response.

The Labor and Grievance Committee Chair shall appoint three (3) members of the County Board to convene for a conference within ten (10) business days of the Labor and Grievance Committee Chair's receipt of the grievance to attempt to adjust the matter. The ten (10) business day period may be extended upon mutual agreement of the Employer, the Union and the employee. The three (3) member panel of the County Board shall submit a written response within five (5) business days of the conference. If the conference is not scheduled, the three (3) member panel of the County Board shall respond to the grievance in writing within fifteen (15) business days of receipt of the appeal.

**Step Four: Arbitration** - If the grievance remains unsettled after the response in Step Three, the Union may refer the grievance to arbitration within fifteen (15) business days of the Step Three response. The Union shall request Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. The parties shall alternately strike the names of the arbitrators. The parties shall alternately strike first on each panel presented. The person whose
name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. Both parties shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The expenses and fees of the arbitrator and the cost of the hearing room and transcript shall be shared equally by the 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 the American Arbitration Association.

The decision and award of the arbitration shall be binding to the Union, employee(s) and County. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

Section 10.4 - Accelerated Grievance Procedure

In grievance cases involving suspension without pay, or involuntary termination, the Union may elect to file a grievance directly at Step Three.
Section 10.5 - Grievance Forms

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the grievant’s complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the grievant and/or his/her representative when the employee is absent. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

Section 10.6 - Time Limits

Time limits for filing, appealing or responding to grievances may be extended by express agreement between the County and the Union. Failure of the Union to advance the grievance in a timely manner shall be treated as a denied grievance. Failure of the Employer to advance the grievance in a timely manner shall advance the grievance to the next Step.

ARTICLE XI
HOLIDAYS

Section 11.1 - General Information

All bargaining unit employees shall receive at least thirteen (13) paid holidays per calendar year, as determined by the County Board. Should any other County employees receive additional days off as County holidays, bargaining unit employees shall also be granted a paid holiday on such additional dates.

Section 11.2 - Specific Applications

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.
AGREEMENT BETWEEN

KENDALL COUNTY, ILLINOIS AND THE
KENDALL COUNTY CLERK AND RECORDER
(CLERK-RECORDER AND ASSESSOR'S OFFICES)

AND

GENERAL CHAUFFEURS, SALESDRIVERS AND
HELPERS LOCAL UNION NO. 330
AN AFFILIATE OF THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

EFFECTIVE DECEMBER 1, 2012 THROUGH NOVEMBER 30, 2016
results in the Bargaining Unit employee’s discipline.

In the event of a civil emergency, which may include but is not limited to riots, civil disorders, tornado conditions, floods, or other emergencies as may be declared by the County Board or its 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 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 exercise of the foregoing rights and powers by the Employer, and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement. The exercise by the Employer of, or its waiver of, or its failure to exercise its full rights on any matter or occasion shall not be binding on the Employer and shall not be the subject or basis of any grievance.

**ARTICLE 4**

**GRIEVANCE PROCEDURE**

**Section 1. Definition.** A “grievance” is defined as a dispute or difference of opinion raised by an employee as to himself against the Employer during the term of this Agreement involving an alleged violation of an express provision of this Agreement.

**Section 2. Procedure.** The parties acknowledge that it is usually most desirable for an employee and his immediate non-bargaining unit supervisor to resolve problems through free and informal communications. In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve the dispute shall first be made between the employee and his immediate non-bargaining unit supervisor.

However, if this process does not resolve the matter; the grievance will be processed as follows:
STEP 1: A Clerk-Recorder or Assessor employee who has a grievance shall submit the grievance in writing to the Clerk-Recorder or Assessor and a copy to the County Administrator, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than seven (7) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The Employer shall render a written response to the grievant within seven (7) calendar days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing by the Union to a Committee consisting of the Clerk-Recorder (only if the grievance involves the Clerk-Recorder's employees), the County Administrator and three members of the County Board appointed by the Chairman of the County Board ("the Committee") within seven (7) calendar days after receipt of the Employers answer at Step 1. Thereafter, the Committee or its designee and other appropriate individual(s) as desired by the Chairman of the County Board, shall meet with the grievant and a Union representative within ten (10) calendar days of receipt of the grievant's appeal, if at all possible. If no agreement is reached, the Committee or its designee shall submit a written answer to the grievant and Union within ten (10) calendar days following the meeting.

Step 3: If the grievance is not settled at Step 2 and the employee wishes to appeal, it shall be submitted in writing to the Clerk-Recorder (if the grievance applies to his employees) and the County Administrator within seven (7) calendar days after receipt of the Employer's answer at Step 2. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. A four-member Committee will then be convened within ten (10) calendar days to meet with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. The Committee will consist of two (2) members selected by the Union (except that the two Union-selected members may not be empowered by, or be members of the Union), and two members selected by the Employer. The meeting will be informal and closed to the public. If the Committee either votes unanimously or three-to-one (3-1) to sustain the grievance, the Employer will waive any appeal rights to arbitration, and if the Committee either votes unanimously or three-to-one (3-1) to deny the grievance, the Union will waive any appeal rights to arbitration. A two-to-two decision by the Committee will result in a deadlock and no settlement of the grievance. A written summary of the Committee's decision, if any, will be immediately drafted after the meeting.

Section 3. **Arbitration.** If the Step 3 Committee deadlocks and the Union wishes to
appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within fifteen (15) calendar days of the date that the Step 3 Committee meets and renders its decision, if any:

a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators who are all members of the National Academy of Arbitrators and who reside in Illinois, Indiana or Wisconsin. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Employer and the Union shall strike two names from the panel, with the party who requests arbitration striking the first two names. The person remaining shall be the arbitrator.

b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Employer representative.

c) The Employer and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Employer and the Union retain the right to employ legal counsel.

d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

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

f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

**Section 4. 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 as submitted in writing at the First Step. 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 that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the power, 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 4 shall be final and binding upon the Employer, the Union and the employees covered by this Agreement.

Section 5. **Time Limit for Filing.** No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) calendar days after the first occurrence of the event giving rise to the grievance or within seven (7) calendar 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 by the employee 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 arbitration within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's answer at Step 1. If the Employer does not answer a grievance within the specified time limits or any agreed extension thereof, the aggrieved employee may elect to treat the grievance as denied at Step 1 and immediately appeal the grievance to arbitration. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 6. **Miscellaneous.** No member of the Bargaining Unit who is serving in acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Employer unless and until the Employer has
agreed thereto in writing.

Section 7. Exclusivity of Grievance Procedure. The grievance procedure set forth in this Article shall be the sole and exclusive means for discussing and processing items subject to the grievance procedure.

ARTICLE 5
NO STRIKE-NO LOCKOUT

Section 1. No Strike. Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work-to-the-rule situation, mass absenteeism, picketing for or against the Employer or any elected official of the Employer, picketing in an Employer uniform or any other intentional interruption or disruption of the operations of the Employer, regardless of the reason for so doing. Any or all employees who violate this provision may be terminated or otherwise disciplined by the Employer as the Employer in its discretion deems appropriate. The failure to confer a penalty in any instance is not a waiver of such right in any instance nor is it a precedent.

Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 2. No Lockout. The Employer will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union so long as there is good faith compliance by the Union with this Article.

Section 3. Judicial Restraint. Nothing contained herein shall preclude the Employer