AGREEMENT BETWEEN

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

AND

TEAMSTERS LOCAL 330

EFFECTIVE DECEMBER 1, 2016 THROUGH NOVEMBER 30, 2019
TEAMSTERS LOCAL 330 EXECUTIVE BOARD
2400 BIG TIMBER RD., BLDG. B, SUITE 201
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SECRETARY/TREASURER
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RECORDING SECRETARY
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AGREEMENT

This Agreement is made and entered into by and between the County of Kendall and the Kendall County Clerk-Recorder (hereinafter referred to jointly as the “Employers”) and the General Chauffeurs, Sales Drivers & Helpers Teamsters Local Union No. 330 (hereinafter collectively referred to as the “Union”).

It is the intent and purpose of this Agreement to set forth the parties’ entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Employer; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1
RECOGNITION AND REPRESENTATION

Section 1. Recognition. The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time employees in the Kendall County Clerk-Recorders Office in the following job classifications: Accounts Payable Specialist, Voter Registration Coordinator, Deputy Clerk, and Deputy Recorder; and all full-time employees in the Kendall County Assessor's Office in the following job classifications: Board of Review Secretary, Office Manager and Property Records Clerk, but excluding all other employees of the Employer, including but not limited to the Chief Deputy Recorder and Chief Deputy Clerk as supervisory employees; professional employees; supervisory employees, short-term employees; managerial employees and confidential employees as defined by the Illinois Public Labor Relations Act (“IPLRA”), as amended.
ARTICLE 2
UNION RIGHTS & DUTIES

Section 1. **Dues Checkoff.** During the term of this Agreement, the Employer will deduct Union dues from the paychecks of each employee in the bargaining unit who has submitted a dues checkoff authorization. Said dues shall be deducted in equal installments from the first two (2) paychecks issued to such employee during each month this Agreement is in effect.

The Union shall notify the Clerk/Recorder and Co-Assessor or their designees by certified mail of the amount of uniform dues to be deducted. The Union may change the dues schedule once each year during the term of this Agreement by giving the Employer at least thirty (30) days advance notice of the change. The Employer will promptly remit to the Union those dues which are deducted from employee paychecks under this Section upon receipt of invoice from the Union.

If an employee has no earnings or insufficient earnings to cover the amount of dues deducted, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

Section 2. **Indemnification.** The Union shall indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agencies and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the foregoing provisions of this Article, or in reliance on any written checkoff authorization, certification or affidavit furnished under any of such provisions.

Section 3. **Union’s Duty of Fair Representation.** The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit.

Section 4. **Bulletin Board.** The Employer or his designee will make available space on a bulletin board for the posting of official Union notices. The bulletin board shall be used for posting of Union notices and shall be restricted to the following:
a) Notice of Union recreational and social activities;
b) Notice of Union elections and results of such elections;
c) Notice of Union appointments; and
d) Notice of Union meetings, committee meetings and reports and minutes of said meeting.

If the Union desires to post any other information or material, the Union shall first submit a copy of the same to the Employer or his designee for his approval. The Employer shall not unreasonably withhold approval for those postings not included in the list above.

Section 5. Union Visits. Union representatives shall have access to the non-working areas of the Employer in order to help resolve a dispute or problem arising under this Agreement. In order to receive access, the representative must provide at least one (1) hour advance notice to the Employer. The representative may visit with employees before or after the completion of the normal work day, and only if such visit does not disturb the work of employees who may be otherwise working.

Section 6. Union Steward. The Employer recognizes the right of the Union to designate up to one (1) steward and one (1) alternate steward. The Employer shall not be required to recognize any steward or alternate steward unless and until the Union notifies the Employer of the names and date of appointment of such steward and alternate in writing over the signature of appropriate official of the Union. The Union shall notify the Employer of changes in Union stewards or alternates within ten (10) business days after such changes occur. The authority of steward and alternate, so designated, shall be limited to and shall not exceed the following duties and activities: Investigation and presentation of grievances to the Employer in accordance with the provisions of this Agreement. The steward and alternate shall not conduct any Union business during working hours, except for the normal discussion of a grievance. This grievance discussion will be conducted during either break time or unpaid break time.

Section 7. New Hires. The Employer will notify the Union of a new bargaining unit
member in a timely manner, within the first thirty (30) days of employment. On or before January 1 of each calendar year, the Union agrees to provide the name and contact information for the individual designated to receive such notice on the Union’s behalf.

ARTICLE 3
MANAGEMENT RIGHTS

It is understood and agreed that the Employer possesses the sole right and authority to operate and direct the employees of the Employer and its various departments in all respects, including, but not limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as specifically modified in this Agreement. These rights include, but are not limited to, the following: to determine the mission, policies and all standards of service offered to the public by the Employer; to plan, direct, control and determine all the operations and services of the Employer; to determine the places, means, methods and number of personnel needed to carry out the Employer's mission; to determine the places and locations where employees will perform work; to manage, supervise, and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether goods or services are to be provided by employees covered by this Agreement or by other employees or non-employees not covered by this Agreement; to make, alter and enforce rules, regulations, orders and policies; to discipline, suspend and discharge non-probationary employees for just cause (probationary employees for no cause); to change or eliminate existing methods, equipment or facilities; to layoff employees; to contract out for goods and services; as long as the contracting out of such goods and services does not eliminate or reduce the Bargaining Unit employees’ wages or work hours, and does not permanently diminish Bargaining Unit work which has customarily been performed by Bargaining
Unit employees; to change or eliminate existing methods, equipment or facilities; and to evaluate performance and productivity and establish awards or sanctions for various levels of performance, which can be subject to the grievance procedure if the annual written performance evaluation 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 the most recent Step answered. 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 the next Step up through 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 from obtaining judicial restraint and damages in the event the Union violates this Article.

ARTICLE 6
SENIORITY, LAYOFF AND RECALL

Section 1. Definition of Seniority. Seniority shall be based on the length of time from the last date of beginning continuous full-time employment in any position covered by this Agreement, less adjustment for layoff or approved leaves of absence without pay. Notwithstanding the foregoing, seniority shall not be interrupted for periods of illness, injury and disability.

Section 2. Probationary Period. All new employees and those employees hired after loss of seniority shall be considered probationary employees until they complete a probationary period of six (6) months of work. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period, except for holidays and vacation. During an employee’s probationary period, the employee may be disciplined, suspended, laid off, or terminated without cause at the sole discretion of the Employer. No grievance shall be presented or entertained in connection with the discipline, suspension, layoff, or termination of such a probationary employee. Upon successful completion of this probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the Employer in a position covered by this Agreement.

If an employee is appointed from one bargaining unit position to another, the employee will be considered a probationary employee for the first three (3) months of actual work performed by the employee following the effective date of the appointment. During this post-appointment probationary period, the Employer retains the right to return the employee to his former position with or without cause at the sole discretion of the Employer.
Section 3. Seniority List. On or before January 1 of each new calendar year, the Employer will provide the Union with a seniority list setting forth each employee's seniority date. The Employer shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Employer in writing within fourteen (14) calendar days after the Union's receipt of the list.

Section 4. Layoffs. If the Employer in its discretion determines that a layoff of an employee or employees within a position classification is necessary, then the Employer will lay off the employees in that classification in inverse order of seniority, providing that the remaining employee(s) in that classification have the qualifications and/or certifications to fill the position.

Employees who are laid off pursuant to the above paragraph shall be placed on a recall list for a maximum period of one (1) year 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. 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.

It shall be the responsibility of an employee on the recall list to provide the Employer with an address to which a recall notice can be sent. Any employee who declines a recall under this Section or who fails to notify the Employer of his intent to return to work within seven (7) calendar days after his notice of recall is mailed to the address he provides shall forfeit further recall rights.

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

a) quits;

b) is discharged;

c) retires or is retired;

d) falsifies the reason for a leave of absence or is found to be working during a
leave of absence without prior written approval of the Employer;

e) falsified his employment application;

f) fails to report for work within forty-eight (48) hours after the conclusion of an authorized leave of absence;

g) is laid off and fails to notify the Employer of his intent to return to work within seven (7) calendar days after the Employer mailed his notice of recall;

h) is laid off for a period in excess of one year;

i) does not perform work for the Employer (except for military service or a proven work-related injury compensable under worker's compensation) for a period in excess of one year, unless the employee remains on an approved unpaid leave of absence; or

j) absent for three (3) consecutive working days without notifying the Employer.

**ARTICLE 7**

**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 minimum number hours of work per day, per week, or per work cycle.

**Section 2. Normal Workday.** The normal workday for employees shall be seven and one-half hours (7 1/2) hours, including a one (1) hour unpaid lunch period. In addition, the normal work day will include one paid 15 minute break in the first four hours of the shift and a second paid 15 minutes in the latter part of the shift after the employee's unpaid lunch period.

**Section 3. Work Cycle.** The work cycle for employees covered by this Agreement shall be seven (7) consecutive days (Saturday through Friday).

**Section 4. Work Schedule.** The normal work schedule for employees covered by this Agreement shall be five (5) consecutive work days, as determined by the Employer. Normal work week for employees shall be Monday thru Friday from 8:00 a.m. thru 4:30 p.m. The current normal schedule for employees shall remain in effect unless the Employer exercises its right to change the schedule, subject to the procedure set forth below.
Should it be necessary in the Employer's judgment to temporarily establish a schedule departing from the normal work day, normal work week, or the normal work cycle, the Employer will give, if practicable, at least forty-eight (48) hours advance notice of such change to all employees directly affected by such a change. The forty-eight (48) hours advance notice provision may be waived if a temporary schedule change is reasonably necessary for the Employer to address weather conditions or an emergency situation in which case the Employer agrees to provide as much advance notice as possible to all employees directly affected by such a change. The Employer agrees to notify the affected employees of the anticipated duration of the temporary schedule change and all changes to the anticipated duration of the temporary schedule change.

If the Employer desires to permanently alter employee work schedules, the Employer shall (1) inform the Union of any such proposed change no less than thirty (30) days prior to implementation and (2) discuss the changes and effects of such changes with the Union.

**Section 5. Overtime Pay.** Employees shall receive one and one-half times their regular straight time wage rate for all hours actually worked, as provided for in the FLSA, in excess of forty (40) hours per work cycle. Employees will be required to work overtime as assigned by the Employer. It is the general policy of the Employer to continue to assign work to employees outside their normal work hours, which the employee is qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary.

In situations where the Employer and the affected non-exempt employee have mutually agreed, the Employer shall grant compensatory time off in lieu of overtime payment at the applicable rate, up to a maximum of thirty-seven and one-half (37 1/2) hours of compensatory time per employee in any given fiscal year. The amount of compensatory time earned shall be computed on the same basis as overtime pay, i.e., one and one-half (1 1/2) hours of compensatory time shall be granted for each additional hour worked in excess of forty (40) hours per work cycle. Compensatory time off shall be taken at such time and in such time blocks as are established or
agreed to by the Employer. Compensatory time not taken by the end of the fiscal year in which it is earned will be paid out at the employee’s current rate of compensation.

Section 6. Call-In Pay. If the Employer requires an employee to work outside his normal hours of work (i.e. not contiguous to his normal shift), then such employee shall receive a minimum of two (2) hours of pay or pay for the actual time worked, whichever is greater, at one and one-half times their regular straight time wage rate. Employees may be required to work for the entire two (2) hours in order to receive the pay for the two (2) hours. This section shall not be applicable to scheduled overtime or overtime where an employee is called back to correct an error or omission on the part of the employee.

Section 7. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or this Agreement. There shall be no pyramiding of overtime or premium compensation rates.

ARTICLE 8
LEAVES OF ABSENCE

Section 1. Jury Leave. Any employee who is required to serve on a jury shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such jury service and one which the employee would otherwise have been scheduled to work. The employee shall submit a certificate evidencing that he/she appeared and served as a juror. The employee shall remit any witness fees or jury service fees to the Employer in order to receive pay for such jury service. An employee may retain, however, any jury duty funds specifically designated as reimbursement for travel expenses.

Section 2. Military Leave. Military Leave and benefits shall be granted in accordance with applicable law.

Section 3. Sick Leave.

(A) Purpose and Perfect Attendance Incentive. Sick leave is a benefit provided by
the Employer to protect an employee against loss of pay if that employee is unable to work by reason of the employee's own non-work related illness or injury or the illness or injury of a spouse, child (including step or adopted) or parent. An employee who completes a full six (6) month period of scheduled work time with perfect attendance (no sick or personal days taken) shall receive a $200 bonus incentive. The attendance periods for determining the bonus are December 1 through May 31 and June 1 through November 30 each year.

(B) **Benefit.** All full-time employees will be granted twelve (12) sick/personal days on the first day of the County fiscal year (December 1st). During the fiscal year in which sick leave is first granted, an employee may treat and use sick leave as “personal leave” for non-illness and non-injury related purposes. In this respect, the scheduling and use of sick leave as “personal leave” will be subject to the same rules and restrictions outlined in Sections 2 and 3 of Article 9 - Vacations.

Sick leave may be accumulated from year-to-year to a maximum of two hundred and forty (240) days. No employee will be permitted to take sick leave if it has not yet been earned. Sick leave shall be paid at full pay at the current rate of compensation.

Accumulated sick leave may be utilized by employees when they are sufficiently ill so that good judgment would determine it best not to report to work or in the event of injury not arising out of or in the course of their employment and for routine medical and dental appointments.

In addition, accumulated sick leave may be used up to a maximum of twelve (12) days to care for the illness or injury of a spouse, child (including step or adopted) or parent. An employee must first exhaust his or her sick/personal days granted during the current fiscal year before using any accumulated sick leave. For example, an employee with two-hundred forty (240) days of accumulated sick leave and (seven) 7 days left of sick/personal leave for the current fiscal year must first exhaust the seven (7) days of sick/personal leave before using any of the two-hundred forty (240) days of accumulated sick leave.
(C) **Notification.** Notification of absence shall be given to an individual designated by the Employer preferably the day before the first day of such absence, and every day thereafter but no later than one hour before the start of the employee’s work shift.

When notifying the Employer of an absence under this Section, the employee shall provide the Employer with accurate information concerning the reason for the employee’s absence and anticipated duration of leave, if known. Employer agrees to comply with all HIPAA and FMLA requirements when requesting information about the employee’s absence. Failure to properly notify the Employer of an absence shall cause such absence to be considered as an absence without pay, and may subject the employee to discipline, as well. Exceptions to the notification requirements set forth in this Section may be made at the discretion of the Employer.

(D) **Proof of Illness/Medical Exam.** As a condition to eligibility for paid sick leave under this Section, the Employer may require, at its discretion, any employee to submit a physician’s certification of illness when the employee has been off sick for three (3) consecutive workdays; has had repeated illnesses of shorter periods; calls in sick on the day of, before or after a holiday, vacation day, or day off; or in such other circumstances where the Employer has evidence of sick leave abuse. The Employer also may require the employee to provide a statement from a physician indicating that the employee is physically able to return to work before an employee may return to work.

In the above circumstances, the Employer may, at its discretion, require an employee to submit to an examination by a physician designated by the Employer at the Employer’s expense.

(E) **Usage.** Sick leave shall be used in no less an increment than four (4) hours. “Personal leave,” *i.e.*, sick leave earned within the first fiscal year, shall be used in no less an increment than two (2) hours. Notwithstanding the foregoing, the Employer retains the discretion to waive the aforementioned usage limitations on a case-by-case basis. Any employee who is dismissed, laid off or otherwise terminates his or her employment with the Employer forfeits all
accrued sick leave benefits.

(F) **Abuse.** Abuse of sick leave is a serious matter and constitutes cause for disciplinary action. Any or all employees who abuse any of the sick leave benefits or violate any of the provisions described in this Section shall be subject to discipline up to and including termination of employment. The Union shall join the Employer in making an effort to correct the abuse of sick leave whenever and wherever it may occur.

**Section 4. Funeral Leave.** In the event of a death in the immediate family of a full-time employee, the employee shall be granted up to three (3) consecutive work days as paid funeral leave if the employee attends the funeral. For purposes of this Section, an employee's immediate family shall include an employee's current spouse, child (includes step or adopted), grandchild, parent, step-parent, sister, brother, stepsisters, stepbrother, mother-in-law, father-in-law, grandparent or grandparent-in-law. Leave beyond such three (3) days may, upon approval of the Employer, be taken if charged to an employee's accumulated personal days, vacation or compensatory time. An employee shall provide satisfactory evidence of the death of a member of the immediate family if so requested by the Employer.

**Section 5. Family Medical Leave Act.** The parties agree that the Employer may adopt policies to implement the Family and Medical Leave Act of 1993 that are in accord with what is legally permissible under the Act. FMLA packets will be given in a timely manner pursuant to the Family and Medical Leave Act.

**Section 6. Non-Employment Elsewhere.** A leave of absence as outlined in this Article will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Any employee who engages in employment elsewhere (including self-employment) while on any leave of absence as provided in this Article may be immediately terminated by the Employer.

Notwithstanding the foregoing, an employee who uses sick leave in order to care for the
illness or injury of a family member, as described in Section 3(B) above, may engage in outside or self-employment from home while caring for the family member.

ARTICLE 9
VACATIONS

Section 1. Vacation Allowance. All full-time bargaining unit employees shall earn vacation time. Employees on leave of absence or layoff shall not accrue vacation time. Vacation accrual is calculated based on the fiscal year (December 1 to November 30). In the first year of employment, a new employee's vacation accrual will be determined by his starting date. Eligible employees shall earn vacation time in accordance with the following schedule:

0 - 6 Years of Service  
10 paid vacation days (7 1/2 hour days).

7-14 Years of Service  
15 paid vacation days (7 1/2 hour days) (beginning the first day of the month following the employee's sixth (6th) anniversary date).

15 or More Years of Service 
20 paid vacation days (7 1/2 hour days) (beginning the first day of the month following the employee's fourteenth (14th) anniversary date).

Vacation accrual is earned and credited at the beginning of each month, as outlined in the following table:

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
<th>DISTRIBUTION AT BEGINNING OF MONTH</th>
<th>ANNUAL TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 6 years</td>
<td>6.25 hours or 0.83 days</td>
<td>10 days (75 hours)</td>
</tr>
<tr>
<td>7 - 14 years</td>
<td>9.375 hours or 1.25 days</td>
<td>15 days (112.5 hours)</td>
</tr>
<tr>
<td>15 or more years</td>
<td>12.5 hours or 1.67 days</td>
<td>20 days (150 hours)</td>
</tr>
</tbody>
</table>

Probationary employees will earn vacation time pursuant to the above schedule, but cannot use any earned vacation time until after the completion of their probationary period. An employee may carry over from month to month no more than one-and-one-half (1 1/2) times an employee's annual accrual rate. For example, a second (2nd) year employee can carry over no more than fifteen (15) days of vacation leave from one month to the next.
Section 2. **Vacation Pay-Rate.** 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 pay day immediately preceding the employee's vacation.

Section 3. **Vacation Scheduling.** Eligible employees shall submit, in writing, to the Employer, any request for vacation leave at least two weeks in advance of the taking of such leave, and the Employer shall provide a response to the request in writing within seventy-two (72) hours after receipt of the vacation request. The Employer, in its sole discretion, may permit an employee to take one or two vacation days with less than two weeks' notice. An employee may take off a maximum of fifteen (15) consecutive business days at one time. The fifteen (15) day period may be extended upon approval by the Employer, if operational needs of the office are satisfied during the employee's extended absence. Notwithstanding any other provisions 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 Employer in order to ensure the orderly performance of the services provided by the Employer.

If the Employer ever cancels a pre-scheduled vacation, the Union may request a meeting to discuss with the Employer alternative options that could be used instead of vacation cancellation.

Should an employee be unable to utilize accrued vacation due to more than one scheduled election during the year, that employee, with the approval of the supervisor, may carry over up to two (2) times their accrual rate on a month to month basis. Such additional carry over time must be utilized within 12 months after the approval of carry over.

Section 4. **Vacation Rights Upon Layoff or Termination.** An employee who is laid off for more than ten (10) working days, or who retires, dies, or voluntarily quits prior to taking earned vacation, shall be compensated in cash for the unused vacation he has accumulated but not used at the time of separation, provided the employee gives at least two (2) weeks advance notice in writing in the event of retirement or resignation.
ARTICLE 10
HOLIDAYS

Section 1. **Holidays Observed.** All eligible full-time employees shall receive holiday pay for holidays as designated by the Chief Judge of the 23rd Judicial Circuit. The Chief Judge will declare when the holidays are to be celebrated. Holiday pay shall be seven and one-half (7 1/2) hours straight time pay computed at the employee's base rate of pay.

Section 2. **Eligibility Requirements.** In order to be eligible for holiday pay, an employee must work his full scheduled working day immediately preceding and immediately following the holiday unless proof of sickness or excusable absence is established to the satisfaction of the Employer. Employees who are suspended, who are on disability leave or any other inactive payroll status shall not be eligible for holiday pay.

Section 3. **Pay for Holiday Work.** If the Employer requires an employee to work on a recognized holiday, then said employee shall be paid time and one-half (1 1/2) his regular straight-time hourly rate of pay for all hours worked on said holiday in addition to the Holiday pay computed in Section 1 of this Article.

ARTICLE 11
SALARIES

Section 1. **Wages For Employees Employed On Date of Contract Execution.**

Employees employed on the date that this Agreement is executed by both parties shall receive the following increases to their current salaries effective December 1 of each contract year

<table>
<thead>
<tr>
<th>Effective 12/1/2016</th>
<th>Effective 12/1/2017</th>
<th>Effective 12/1/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1400</td>
<td>$1400</td>
<td>$1300 plus an additional $100 as quid pro quo for the Union’s acceptance of the health insurance changes set forth in Article 12 below.</td>
</tr>
</tbody>
</table>
Starting salary for newly hired clerks will be no less than $25,407 (effective 12/1/2016).

Section 2. Wages After Promotion. If an employee is ever promoted to a position with higher salary classification, the employee will be initially placed at the starting salary of the new salary classification or at least three percent (3.00%) greater than the employee’s current salary.

ARTICLE 12
INSURANCE AND PENSION

Section 1. Insurance.

The current coverage provided for life, accidental death and dismemberment, and dental insurance shall remain in full force and effect during the length of the contract, provided the Employer reserves the right to change carriers or self-insure so long as the level of benefits for deductible, co-insurance, and annual out-of-pocket and coverage maximums remains substantially similar.

Effective January 1, 2017, the parties agree that the current traditional PPO plan shall no longer be offered as a health plan to employees. The parties also agree the Employer may choose to discontinue the current HMO plan for the 2017 plan year and/or subsequent plan years. If the Employer discontinues the current HMO the Employer will provide a minimum of one alternative health plan option such as a HMO (health maintenance organization), PPO (preferred provider organization), HDHP (high deductible health plan) or EPO (exclusive provider organization). Each plan year, the Employer may offer new alternative health plans or eliminate any alternative health plan, but, at a minimum, the Employer agrees to offer at least one (1) alternative health plan to bargaining unit members each plan year.

Effective January 1, 2017, the Employer will provide a core high deductible health plan with health savings account (hereinafter “Core HDHP-HSA”). The Core HDHP-HSA benefit levels will be as follows for the January 1, 2017 plan year:
Deductibles: $1,500 single, $3,000 family;

Coinsurance: 100% in network; 80% out of network;

Out of pocket: $3,000 single, $6,000 family;

Physician Services after deductible: 100% in network; 80% out of network;

Inpatient Hospital after deductible: 100% in network; 80% out of network;

ER room: 90% after deductible;

Prescriptions after deductible: 80%

In subsequent plan years, the Employer reserves the right to change insurance carriers, fully insure, or self-insure, and to change benefit levels of the Core HDHP-HSA plan as long as the coverage and benefit of the Core HDHP-HSA remains substantially similar.

In the event the Core HDHP-HSA is cancelled through no fault of the Employer, the Employer agrees to provide at least the same premium dollar it is providing now in replacing the Insurance Plan.

The Employer and the Union, by mutual consent, may establish a committee to recommend a health care plan to the County for adoption in the effort to reduce rising health care costs.

**Section 2. Premium Allocations.**

A) **Premium Allocation for Dental and Current Term Life**

The Employer will pay one hundred percent (100%) of the single premium or single premium equivalent for dental coverage and one hundred percent (100%) of the current term life insurance for the employee. If an employee elects family dental coverage, the employee shall pay fifty percent (50%) of the difference between the family premium or premium equivalent amount less the Employer’s percentage share of the single premium or premium equivalent.

B) **Premium Allocation for Single Health Plans**

The Employer’s obligation for the cost of the single premium or single premium equivalent for the single Core HDHP-HSA shall be eighty percent (80%). The Employer will also
contribute $1,500 to an employee's health savings account payable on January 1 of each year for employees enrolled in the single Core HDHP-HSA plan. The Employer's contribution to an employee's health savings account will be prorated for employees enrolling in the Core HDHP-HSA plan after January 1 of each plan year. The Employer shall under no obligation to continue contributing any money to the employee’s health savings account upon the employee’s termination of employment or upon any other "qualifying event" as defined pursuant to 29 U.S.C. 1163, whichever occurs first.

The Employer's obligation for the cost of the single premium or single premium equivalent for employees enrolled in an alternative health plan shall be the same total dollar contribution provided by the Employer for employees enrolled in the single Core HDHP-HSA. However, the enrolled employee shall pay a minimum of $15 per pay check for single premium or single premium equivalent. Employees not enrolled in a County sponsored high deductible health plan are not eligible for the Employer contribution to a health savings account.

C) Premium Allocation for Family Health Plans

If an employee elects Core HDHP-HSA family coverage the employee shall pay fifty percent (50%) of the difference between the family premium or family premium equivalent less the Employer's eighty percent (80%) share of the single premium or single premium equivalent of the Core HDHP-HSA. The Employer will also contribute $3,000 to an employee’s health savings account payable on January 1 of each year for employees enrolled in the family Core HDHP-HSA plan. The Employer’s contribution to an employee’s health savings account will be prorated for employees enrolling in the Core HDHP-HSA plan after January 1 of each plan year. The Employer shall be under no obligation to continue contributing any money to the employee’s health savings account upon the employee’s termination of employment or upon any other "qualifying event" as defined pursuant to 29 U.S.C. 1163, whichever occurs first.

The Employer’s obligation for the cost of the family premium or family premium
equivalent for employees enrolled in an alternative health plan shall be the same total dollar contribution provided by the Employer for employees enrolled in the family Core HDHP-HSA. However, the enrolled employee shall pay a premium of $100 per pay check for family premium or family premium equivalent. Employees not enrolled in a County Sponsored high deductible health plan are not eligible for the Employer contribution to a health savings account.

Section 3. Wellness Program.

A) Incentive for Employees Enrolled in Single Health Plans

By December 1 of each year, employee must submit proof of completion of employee’s annual wellness screening/physical to the confidential third party administrator selected by the Employer to receive the following incentive for the subsequent plan year:

The Employer’s obligation for the cost of the single premium or single premium equivalent for the single Core HDHP-HSA shall be ninety percent (90%). The Employer will also contribute $1,500 to an employee’s health savings account payable on January 1 of each year for employees enrolled in the single Core HDHP-HSA plan. The Employer’s contribution to an employee’s health savings account will be prorated for employees enrolling in the Core HDHP-HSA plan after January 1 of each plan year. The Employer shall be under no obligation to continue contributing any money to the employee’s health savings account upon the employee’s termination of employment or upon any other qualifying event” as defined pursuant to 29 U.S.C. 1163, whichever occurs first.

The Employer’s obligation for the cost of the single premium or single premium equivalent for employees enrolled in an alternative health plan shall be the same total dollar contribution provided by the Employer for employees enrolled in the single Core HDHP-HSA. However, the enrolled employee shall pay a minimum of $15 per pay check for single premium or single premium equivalent. Employees not enrolled in a County sponsored high deductible health plan are not eligible for the Employer contribution to a health savings account.
B) Incentive for Employees Enrolled in Family Health Plans

By December 1 of each year, employee must submit proof of completion for both the employee’s annual wellness screening/physical and the employee’s spouse’s (only if the employee’s spouse is covered by the Employer’s health insurance plan) annual wellness screening/physical to the confidential third party administrator selected by the Employer to receive the following incentive for the subsequent plan year:

Employees enrolled in Core HDHP-HSA family coverage, the employee shall pay fifty percent (50%) of the difference between the family premium or family premium equivalent less the Employer’s ninety percent (90%) share of the single premium or single premium equivalent of the Core HDHP-HSA. The Employer will also contribute $3,000 to an employee’s health savings account payable on January 1 of each year for employees enrolled in the family Core HDHP-HSA plan. The Employer’s contribution to an employee’s health savings account will be prorated for employees enrolling in the Core HDHP-HSA plan after January 1 of each plan year. The Employer shall be under no obligation to continue contributing any money to the employee’s health savings account upon the employee’s termination of employment or upon any other “qualifying event” as defined pursuant to 29 U.S.C. 1163, whichever occurs first.

The Employer’s obligation for the cost of the family premium or family premium equivalent for employees enrolled in an alternative health plan shall be the same total dollar contribution provided by the Employer for employees enrolled in the family Core HDHP-HSA. However, the enrolled employee shall pay a minimum of $100 per pay check for family premium or family premium equivalent. Employees not enrolled in a County sponsored high deductible health plan are not eligible for the Employer contribution to a health savings account.

Section 4. Pensions

Employer shall continue to contribute on behalf of the employees to the Illinois Municipal Retirement Fund in the amount the Employer is required to contribute by State Statute.
Section 5. Extent of Coverage

Except as otherwise provided herein, the extent of coverage under the insurance policies or plans referred to in Section 1 shall be governed by the terms and conditions set forth in said policies or plans.

ARTICLE 13
MISCELLANEOUS

Section 1. Gender of Words. The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine 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 Kendall County Clerk-Recorder and the Kendall County Board and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 3. Physical Examinations. 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 Employer may require, at its expense (to the extent not otherwise paid for by the employee's insurance), that the employee have a physical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Employer. As part of any physical examination required by the Employer under this or any other provision of this Agreement, the Employer may, with or without cause, require employees to submit to a urinalysis test and/or other appropriate drug testing, the results of which shall be provided to the Employer for appropriate action.

Section 4. Drug Testing. 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 Employer, there is sufficient reason for such testing.
The Employer also may engage in random drug testing provided that no employee is randomly tested more than four (4) times per calendar year. 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 Employer for appropriate action.

Use, sale, purchase, delivery or possession of illegal drugs at any time and at any place (on or off the job) while employed by the Employer, abuse of prescribed drugs, failure to report to the Employer 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 cause for discipline, including termination.

Section 5. Americans with Disabilities Act. The parties agree that the Employer has the right to take any actions necessary to be in compliance with the requirements of the Americans with Disabilities Act.

Section 6. No Solicitation. While the Employer acknowledges that the Union may be conducting solicitation of County merchants, residents or citizens, the Union agrees that none of its officers, agents or members will solicit any person or entity for contributions or donations on behalf of the Kendall County Board or Clerk-Recorder.

The Union agrees that the County, seal, insignia, communication systems, supplies and materials will not be used for solicitation purposes. Solicitation by bargaining unit employees may not be done on work time or in work areas. Neither the Union nor its agents or representatives may use the words “Kendall County in its name or describe itself as such. The Union further agrees that any written or oral solicitation of County residents, citizens or merchants and businesses will include the words, “This solicitation is not made on behalf of, nor do receipts go to the benefit of, Kendall County.” The foregoing shall not be construed as a prohibition of lawful solicitation
efforts by the Union directed to the general public, nor shall it limit the Employer's right to make public comments concerning solicitation.

Section 7. **No Smoking.** Any employees who do not quit smoking may be required by the Employer or department policy to confine their smoking to outside County buildings and during unpaid lunch times or paid breaks.

Section 8. **Precedence of Agreement.** If there is any conflict between the specific provisions of this Agreement and the specific provisions of any County ordinance or the specific provisions contained in the Employer's Personnel Policy Handbook which may be in effect from time to time, the specific terms of this Agreement, for its duration, shall take precedence.

Section 9. **Progressive Discipline.** The Employer is committed to a system of progressive discipline. No employee shall be disciplined, suspended or discharged without just cause. The Employer will use a progressive discipline procedure as follows: (1st offense) oral written warning; (2nd offense) written warning; (3rd offense) a suspension without pay not to exceed a period of three (3) days; (4th offense) suspension and/or termination.

Warnings, suspension, and discharges must be issued in writing within thirty (30) calendar days of the Employer's discovery of an alleged infraction. However, this thirty (30) day time period may be extended an additional ten (10) days if the Employer requires additional time to complete the investigation regarding the alleged infraction, however the employee and the Union must be notified of the nature of such investigation and/or extension. At the conclusion of this additional ten (10) day period, if the Employer requires any additional time to complete the investigation regarding the alleged infraction, any further extensions of time must be agreed to by the Employer, employee and the Union.

All warnings, suspensions and termination notices shall be reduced to writing signed by the employee verifying receipt of the notice, and a copy will be sent to the Local Union office. Disciplinary actions in excess of two (2) years, with no further violations, will not be considered as
part of discipline and may not be used against the employee for any future discipline; provided however, that references to such discipline shall remain in the file.

Progressive discipline may be waived by the Employer only in cases of substantiated egregious misconduct. However, any discipline imposed for alleged egregious misconduct shall be subject to the grievance procedure upon the request of the Union. The parties understand and agree that egregious misconduct may include, but is not limited to, any of the offenses set forth in the following paragraph.

The following offenses are grounds for the Employer to immediately terminate an individual’s employment without completing all of the above steps of progressive discipline:

A. Possessing firearms or other weapons on County property;

B. Fighting or assaulting another individual on working time/property;

C. Engaging in sexual harassment or any other harassment prohibited by state or federal law on working time or at Employer-sponsored events;

D. Reporting to work under the influence of alcohol or illegal drugs or narcotics or using, selling, dispensing, or possessing an open container of alcohol or any illegal drugs or narcotics while on the job or on County campuses;

E. Falsifying or altering County records;

F. Stealing, destroying or defacing County property;

G. Stealing, destroying or defacing another’s property while on working time;

H. Substantiated insubordination;

I. Conviction of a felony, which has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act;

J. Absence for a period of three (3) consecutive days without notification from the employee, which may be deemed a voluntary resignation.

Section 10. Educational Reimbursement. Full time employees are eligible for a fifty
percent (50%) reimbursement of tuition and books on educational or training course work. To qualify the Assessor’s Office employee must seek approval in writing in advance from the County Administrator, and the County Clerk and Recorder’s Office employee must seek approval in writing in advance from the County Clerk and Recorder. If the employee’s request for tuition reimbursement is denied, County Administrator does not approve the employee’s request for tuition reimbursement, the employee may submit an appeal in writing to the Kendall County Board Chairman within thirty (30) days after the County Administrator denied the request for reimbursement. Upon receipt of the appeal, the appeal shall be presented to the Kendall County Board for review. The initial County Administrator’s decision may be reversed by a simple majority vote of the Kendall County Board.

The course work must be directly related to the employee’s job function (or proposed functions), be accomplished outside of working hours; from an accredited institution of learning; receive a passing grade of "C" or higher and not exceed one class per semester (or quarter). Correspondence course work and vocational schools will be considered if they are accredited or of a "good reputation." If the educational or training course work is required by the County, then tuition and books will be reimbursed at one hundred percent (100%). The total number of employees receiving benefits will be subject to any budget limitations, and anyone receiving educational reimbursements must agree to continue working for the County for at least twelve (12) months after each course, or the employee will be required to return the reimbursement through paycheck withholding or direct repayment to the County.

**Section 11. Vacancies.** Full time employees shall be allowed to bid for permanently vacant positions in the bargaining unit that the Employer elects to fill, and the Employer shall post a notice of the vacancy on a Department bulletin board. When in the Employer’s discretion skill and ability are equal, seniority shall prevail in terms of employee selection. If in the Employer's discretion no bargaining unit employees are qualified for the permanent bargaining unit job
vacancy, the Employer may consider non-bargaining unit candidates. Even though a job opening has been posted, the Employer reserves the right to determine whether or not the opening should be filled.

**ARTICLE 14**

**FAIR SHARE**

**Section 1. Fair Share.** Except as otherwise provided herein, during the term of this Agreement, employees who are not members of the Union shall, commencing thirty (30) days after the effective date of this Agreement, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by said Agreement, provided said fair share fee shall not exceed the regular dues attributable to being a member of the Union. Such fair share fees shall be deducted by the Employer from the earnings of non-members and remitted to the Union.

The Union shall annually submit to the County Administrator or his designee a list of employees covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The Union agrees to assume full responsibility for complying with the requirements laid down by the United States Supreme Court with respect to the constitutional rights of fair share fee payors.

**Section 2. Indemnification.** The Union shall indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agencies and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the foregoing provisions of this Article, or in reliance on any written
checkoff authorization, certification or affidavit furnished under any of such provisions.

ARTICLE 15
SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent legislation, and the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 16
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. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause, Article 3. The Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Employer's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, 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. The Union specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.
ARTICLE 17
DURATION AND TERM OF AGREEMENT

Section 1. **Termination in 2019.** 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, 2019. 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 forty-five (45) 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.

Executed this _27_ day of _Jan_., 2017.

KENDALL COUNTY, ILLINOIS

[Signature]
Kendall County Board Chairman

TEAMSTERS, LOCAL NO. 330

[Signature]
President

KENDALL COUNTY CLERK & RECORDER

[Signature]
WITHDRAWAL CARD

If you leave your present employment for whatever reason, be sure to report to the Union office in order to obtain a WITHDRAWAL CARD. Your dues must be paid through the month in which the withdrawal card is taken.

There is no cost for the WITHDRAWAL CARD.

You are obligated to pay dues to Local 330 until you obtain a WITHDRAWAL CARD. Most Employers do not deduct dues from employee's paychecks covering periods of leave, including but not limited to, sick leave, vacation periods and periods covered by Workman's Compensation. Remember, it is your responsibility to be certain that you are current in your dues.

Any member three (3) months in arrears in dues shall automatically stand suspended at the end of the third (3) months.