ILLINOIS FOP
LABOR COUNCIL

and

KENDALL COUNTY, ILLINOIS
AND THE KENDALL COUNTY
COUNTY SHERIFF
Full Time, Records Clerks

December 1, 2015 – November 30, 2019

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AGREEMENT

BETWEEN

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

and

KENDALL COUNTY, ILLINOIS

and

THE KENDALL COUNTY SHERIFF

FOR

KENDALL COUNTY SHERIFF'S OFFICE

BARGAINING UNIT

[All Full-Time Records Clerks]

December 1, 2015- November 30, 2019
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AGREEMENT

This Agreement is made and entered into by and between the County of Kendall and the Kendall County Sheriff (hereinafter referred to as the “Employer”) and the Illinois Fraternal Order of Police Labor Council (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 I
RECOGNITION AND REPRESENTATION

Section 1. Recognition. The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time Records Clerk employed by the County of Kendall/Kendall County Sheriff’s Office but excluding all other employees employed by the County of Kendall/Kendall County Sheriff’s Office as well as supervisors, short-term employees, professionals, and, managerial and confidential employees as defined by the Illinois Public Labor Relations Act (“IPLRA”); and all other persons excluded from coverage by the IPLRA.

ARTICLE II
UNION RIGHTS & DUTIES

Section 1. Dues Check Off. 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 in the form set forth in Exhibit 1 to this Agreement.
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 County Treasurer or his designee 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 written 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 the 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. 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 their employment or thirty (30) days after the effective date of this Agreement, whichever is later, 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 Sheriff 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 to insure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v. Hudson*, 105 S. Ct. 1066 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.

2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.

3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share payors as to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payors shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings, shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations.
established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

**Section 3. 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 check-off authorization, certification or affidavit furnished under any of such provisions.

**Section 4. Union’s Duty of Fair Representation.** The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit. The Union further agrees to indemnify, defend and hold harmless the Employer and its officials, representatives and agents from any all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs resulting from any failure on the part of the Union to fulfill its duty of fair representation.

**Section 5. Bulletin Board.** The Sheriff 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 official Union business, provided the notices are non-political and non-inflammatory in nature.

If the Union desires to post any other information or material, the Union shall first submit a copy of same to the Sheriff or his designee for his approval. The Sheriff or his designee shall have the sole discretion to approve or disapprove of postings not included in the list above.
Section 6. Union Visits. With prior notice to the Sheriff or his designee, authorized Union representatives may visit with bargaining unit members during non-working hours to discuss matters covered by this Agreement.

ARTICLE III
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 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 employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to layoff employees; to contract out for goods and services; 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.
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 IV**

**LABOR-MANAGEMENT COMMITTEE**

At the request of the Union or the Employer, a Labor Management Committee may meet to discuss matters of mutual concern that do not involve negotiations. The Union shall designate up to three bargaining unit employees to attend such meetings, and the Employer shall designate up to three Employer representatives to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least five (5) days prior to the date of the meeting. This Article shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. The date, time and place for Labor Management Committee meetings shall be mutually agreed upon by the Union and the Employer. If such a meeting is held during the regular working hours of any Union employee on the Committee, that employee shall not lose any compensation for attending the meeting.
Otherwise, attendance at such meeting shall not be considered as time worked for the employees involved. The Labor Management Committee is intended to improve communications and shall be advisory only.

**ARTICLE V**

**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. Representation.** Grievances may be processed by the Council on behalf of an employee or on behalf of a group of employees. 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. Only the Council may advance grievances filed on behalf of an employee or group of employees beyond Step 3. The Council may initiate a grievance filed on behalf of an employee or group of employees at Step 2, provided the grievance involves issues which by nature are not capable of being settled at Step 1 of the grievance procedure or which would become moot due to the length of time necessary to exhaust Step 1 of the grievance procedure. The Employer may file contract grievances directly at Step 4 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 the employee’s request.

**Section 3. 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 grievant and the date.

Section 4. **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. Time limits may be extended by mutual agreement.

Section 5. **Grievance Processing.** No employee or Council Representative shall leave his or her work assignment to investigate, file or process grievances without first making mutual arrangements with the employee’s 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 or her assigned work task and grieve his or her complaint later, unless the employee reasonably believes that the assignment endangers the employee’s safety.

Section 6. **Grievance Meetings.** A maximum of two (2) employees (the grievant and/or Council representative) per work shift shall be excused from work with pay to participate in a Step 1, Step 2 or Step 3 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 the employee’s assigned work task and file his or her grievance later.

Section 7. **Steps in Procedure.** Disputes arising under this Agreement shall be resolved as follows:
Step 1: Any employee and/or Council Representative who has a grievance shall submit the Step 1 grievance in writing to the employee’s immediate supervisor who shall be a supervisor that is not included in the bargaining unit. The Step 1 grievance must be submitted to the employee’s immediate supervisor within fifteen (15) business days of the day the employee knew or should have known of the cause giving rise to the grievance. Within ten (10) business days after receipt of the Step 1 grievance, the immediate supervisor shall meet with the grievant and make a good faith attempt to resolve the grievance. The immediate supervisor shall respond in writing to the grievant within ten (10) business days following the Step 1 meeting.

Step 2: If the grievance is not settled at Step 1, the grievance may be referred in writing to Step 2 within ten (10) business days after the grievant was notified of the supervisor’s Step 1 response. If the Council initiates a grievance beginning at Step 2, the Step 2 grievance must be submitted in writing within fifteen (15) business days of the day the employee knew or should have known of the cause giving rise to the grievance. The Step 2 grievance shall be submitted in writing to the Sheriff or the Sheriff’s designee. Within ten (10) business days after receipt of the Step 2 grievance, the Sheriff or their designee and Chairman of the County Board Labor and Grievance Committee or their designee shall meet with the grievant to discuss the Step 2 grievance and make a good faith attempt to resolve the grievance. In the event the Kendall County Board Labor and Grievance Committee ceases to exist during the term of this Agreement, the Chairman of the County Board shall appoint one (1) County Board member to attend the Step 2 grievance hearing. The Sheriff or their designee and Chairman of the County Board Labor and Grievance Committee or their designee shall respond in writing to the grievant within ten (10) business days following the Step 2 meeting.

Step 3: If the grievance is not settled at Step 2, the grievance may be referred in writing to Step 3 within ten (10) business days after the grievant was notified of the Step 2 decision. The Step 3 grievance shall be submitted in writing to the Sheriff or the Sheriff’s designee. Within ten (10) business days after receipt of the Step 3 grievance, the Step 3 Grievance Committee shall meet with the Council and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Step 3 Grievance Committee shall consist of the Sheriff or their designee and two (2) members of the County Board appointed by the Chairman of the County Board. The Step 3 Grievance Committee shall respond in writing to the grievant and the Council within ten (10) business days following the Step 3 meeting.

Step 4: If the grievance is not settled at Step 3, the grievance may be referred in writing to Step 4 arbitration within ten (10) business days after the grievant was notified of the Step 3 decision. Within ten (10) business days
after the matter has been submitted to Step 4, 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) business 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 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 or her 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 a 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 witnesses. 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 arbitrator’s 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) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision and award of the arbitrator 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.

Section 8. 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 8 shall be final and binding upon the Employer, the Union and the employees covered by this Agreement.

Section 9. 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 10. 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.

Section 11. Business Day. For purposes of this Article, a “business day” shall be any day, Monday through Friday, excluding County holidays.
ARTICLE VI
NO STRIKE-NO LOCKOUT

Section 1. No Strike. During the term of this Agreement, 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, sitdown, 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, against or about wages, hours, or terms and conditions of employment, or any other intentional interruption or disruption of the operations of the Employer, regardless of the reason for so doing. No employee covered by this Agreement shall refuse to cross any picket line, wherever established. 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 or the Union from obtaining judicial restraint and damages in the event the Union or the Employer violates this Article.
ARTICLE VII
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 adjustments for layoff or approved leaves of absence without pay, except as otherwise required by law.

Section 2. Probationary Period. All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of twelve months (12) 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 a probationary employee. Upon successful completion of the 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.

Section 3. Seniority List. The Employer will post a seniority list no later than July 1 of each calendar year for inspection by the bargaining unit members. Disputes as to seniority listing shall be resolved through the grievance procedure. Prior to filing a grievance, the Union shall first attempt to resolve a dispute regarding the seniority list by notifying the Sheriff or his designee of the dispute within fourteen (14) calendar days after the seniority list has been posted. 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 by the Union within fourteen (14) calendar days after the seniority list has been posted.
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 consider seniority, job performance, skill and ability when deciding which employee or employees to layoff. If job performance, skill and ability are equal between two (2) affected employees, then the employee with the most seniority shall be retained.

Non-probationary 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, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training. An employee may only be recalled to the same or a lower paying job classification in the bargaining unit. If an employee is recalled to a lower paying job classification, the employee shall be compensated at the rate of pay applicable to such job classification.

The Employer shall not hire new employees in bargaining unit positions from which employees have been laid off as long as there are still eligible employees on the recall list who are presently qualified to perform the work in the affected job classification who are willing to be recalled to said classification.

It shall be the responsibility of an employee on the recall list to provide the 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) fails to report for work within seventy-two (72) hours after the conclusion of an authorized leave of absence, absent extraordinary circumstances satisfactory to the Employer;

f) 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;

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

h) 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

i) is absent for three (3) consecutive working days without notifying the Employer, absent extraordinary circumstances satisfactory to the Employer.

Section 6. **Seniority and Benefits While on Leave.** Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence.
ARTICLE VIII
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 a minimum number hours of work per day, per week, or per work cycle.

Section 2. Normal Workday. The normal paid workday for employees shall be seven and one-half (7 ½) hours. Employees shall have the option of taking either a 30-minute unpaid lunch period or a 60-minute unpaid lunch period. Employees shall declare whether they will be taking a 30-minute or 60-minute lunch period to the Sheriff or his designee upon execution of this Agreement. Employees must then adhere to their declared lunch period, unless they provide the Sheriff or his designee with reasonable prior notice that they would like to deviate from their declared lunch period and the Sheriff or his designee approves the employee’s request. Such requests shall not be unreasonably denied.

With the approval of the Supervisor, employees covered by this Agreement shall be allowed flex time no more than twelve (12) calendar days per fiscal year. This flex time allows the employees to make up time before, or after their starting and finishing time. Flex time can be used in no more than one (1) hour increments, and the employee must make up the time within the same work week that the flex time was taken. The employee must give at least twenty-four (24) hours notice of their request to use flex time. Exceptions to the notification requirements set forth in this Section may be made at the discretion of the Employer.

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

Section 4. Overtime Pay. Employees shall receive one and one-half times their wage rate for all time worked in excess of forty (40) hours per work cycle.
Section 5. Compensatory Time. Overtime pay shall be in compensatory time off or money at the election of the employee. Employees may not accumulate more than forty (40) hours of compensatory time during any fiscal year. Any overtime in excess of forty (40) hours compensatory time shall be paid in cash. The election must be made weekly and turned in on the weekly time summary. Compensatory time must be taken within the fiscal year it is earned except that forty (40) hours may be carried over from year to year. Upon mutual agreement, the Employer may buy out the accumulated compensatory time of each employee at the end of any fiscal year. The employee must give twenty-four (24) hours notice of their request for use of compensation time during the traditional workweek, Monday through Friday, such requests shall not be unreasonably denied.

ARTICLE IX
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 on 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 state and federal law.

Section 3. Sick Leave.

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

Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay in accordance with this Agreement.

(B) **Accumulation.** Sick leave will be granted at the rate of ninety (90) hours per year with accumulation prorated on a monthly basis. Sick leave may be accumulated from year-to-year to a maximum of nine hundred ninety (990) hours. Upon separation from employment for other than just cause, an employee may request reimbursement of up to 25% of four hundred fifty (450) accumulated hours to be paid as part of the employee’s final compensation. Employees who have been terminated for just cause shall not be paid out any accumulated sick leave.

(C) **Procedures.** No employee will be permitted to take leave if it has not yet been earned. Sick leave shall be paid at full pay at the current rate of compensation. Sick leave may be utilized by employees when they are sufficiently ill so that good judgment would determine it best not to report to work or in the event of injury not arising out of or in the course of their employment and for routine medical and dental appointments. Each fiscal year, the employee’s ninety (90) hours of sick leave may be utilized to care for a family member (as defined by the Family and Medical Leave Act) or a member of the employee’s immediate household who is ill or injured. All leave for such purposes shall require specific prior approval of the Sheriff or his designee, such approval shall not be unreasonably denied. In the event of sick leave for any purpose, the Sheriff may require the certificate of a medical doctor giving information as to the
circumstances involved. A family member may give the appropriate notice required by this Section in the event the employee is physically unable to request additional leave time.

(D) **Notification.** Notification of absence shall be given to an individual designated by the Sheriff *as soon as possible* on the first day of such absence, and every day thereafter (unless this requirement is waived by the Sheriff) but no later than 1 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 why the employee is unable to work. Failure to properly notify the Employer of an absence may subject the employee to discipline, including treating the day as an absence without pay, an oral reprimand, a written reprimand, a suspension, or any other form of discipline. Exceptions to the notification requirements set forth in this Section may be made at the discretion of the Employer.

(E) **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 two (2) 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 as may be deemed appropriate by the Employer. 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.

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.

(F) **Usage.** Sick leave shall be used in no less an increment than one (1) hour unless otherwise authorized by the Sheriff or his designee.
(G) **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.

(H) **Personal Leave.** The parties agree that an employee may use up to forty five (45) sick leave hours per year for personal leave. Such personal leave shall not be taken without the prior approval of the Sheriff or his designee. Approval will not be unreasonably denied. An employee requesting personal leave must provide the Sheriff or his designee with 2 business days notice, but a shorter notice period shall not prevent approval from being granted in extraordinary circumstances.

**Section 4. Funeral Leave.** In the event of a death in the immediate family of an employee, the employee shall be granted up to twenty two and a half (22.5) consecutive paid hours as paid funeral leave if the employee attends the funeral or a memorial service in lieu of a funeral. The employee shall receive the compensation at the employee’s normal rate of pay. For purposes of this Section only, an employee’s immediate family shall include an employee’s current spouse, mother, father, child, grandchild, brother, sister, grandmother, grandfather, and spouse’s relatives of the same degree of blood relationship.

Leave beyond such 22.5 paid hours of funeral leave may, upon approval of the Sheriff or his designee, be taken if charged to an employee’s accumulated personal hours, 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 shall comply with and 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.

Section 6. Non-Employment Elsewhere. A leave of absence 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 above may be immediately terminated by the Employer.

Section 7. Special Leaves Without Pay. An employee may, upon written request to the Sheriff, be granted at the Employer’s sole discretion a special unpaid leave of absence under such terms and conditions as the Employer may establish.

Section 8. Personnel Files. The parties agree that the Employer shall comply with the Personnel Records Review Act, 820 ILCS 40/1 et seq. Any dispute concerning the interpretation and application of this section shall be processed through the manner set forth by the Personnel Records Review Act rather than through the grievance procedure set forth in this Agreement.

ARTICLE X
VACATIONS

Section 1. Vacation Leave.

All full-time bargaining unit employees shall earn vacation time. Employees on leave of absence or layoff shall not accrue vacation time. Eligible employees shall earn vacation time in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vacation Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 1</td>
<td>No paid vacation</td>
</tr>
<tr>
<td>1 - 6</td>
<td>75 paid vacation hours</td>
</tr>
<tr>
<td>7 - 14</td>
<td>112.5 paid vacation hours</td>
</tr>
</tbody>
</table>
15 or More Years of Service - 150 paid vacation hours

Vacation hours shall not be accumulated. Upon separation, unused vacation hours shall be prorated.

Employees may take vacation leave in one-hour increments provided that: (1) the employee gives 24 hour notice of such request to the Sheriff or his designee; and (2) the Sheriff or his designee approves the request.

**Section 2. Vacation Pay.** All vacation leave will be paid for at the regular hourly rate for full-time bargaining unit Records Clerks.

**Section 3. Vacation Requests.** Except for an occasional day which is taken as vacation leave, all employees must submit, in writing, to the Sheriff or his designee, a schedule of desired vacation prior to December 1st of each year. Conflicts in scheduling will be resolved in favor of the most senior employee. (An employee may, for legitimate reason, request a change in his/her previously approved vacation schedule after December 1, and such a request shall not be arbitrarily and capriciously denied by the Sheriff). At least forty-eight (48) hours notice shall be given for vacation leave in an increment of 7.5 hours or less. To accommodate the one (1) day request and for reasonable cause, the Sheriff shall have the right to alter any schedule if he deems it to be for the best interest of the Office to do so.

**ARTICLE XI**

**HOLIDAYS**

**Section 1. Paid Holidays.**

All bargaining unit employees shall receive holiday pay for fourteen (14) holidays. The County Board will declare when the present holidays are to be celebrated. To be eligible the employee must work the day before and after the holiday, or be on some kind of approved time off.
Holiday pay shall be seven and one-half (7 ½) hours straight time pay computed at the Records Clerk’s base rate of pay. The parties acknowledge that the Circuit Judge has the right to set a greater number of court holidays for judicial employees, including the Circuit Clerk, and that the authority of the Circuit Judge cannot be limited by this Agreement.

Section 2. Working on Holidays. Employees scheduled to work on a holiday shall be paid time and one-half for actual hours worked plus holiday pay.

Section 3. Using Compensatory Time for Holidays. When an employee is required to work a County designated holiday, the employee can choose pay or compensatory time for the actual hours worked. If the employee elects to take compensatory time in lieu of pay, the compensatory time election cannot exceed the maximum number of accumulated compensatory time accrual outlined in Article VIII, Section 5 of this Agreement.

ARTICLE XII

SALARIES

Section 1. Salaries. Employees employed on the date that this Agreement is executed by all parties shall receive the following increases to their current salaries effective on the dates set forth below:

<table>
<thead>
<tr>
<th>Effective 12/1/2015</th>
<th>Effective 12/1/2016</th>
<th>Effective 12/1/2017</th>
<th>Effective 12/1/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1200</td>
<td>$1200</td>
<td>$1200</td>
<td>$1000 plus an additional $200 as quid pro quo for health insurance changes set forth in Article XIII.</td>
</tr>
</tbody>
</table>

Starting salary for newly hired records clerks will be no less than $23,000. Upon December 1st of each fiscal year of this contract, any employee covered under this Agreement who is hired after ratification of this Agreement, shall be eligible for the same $1,200 increase as the employees set forth above.
An employee shall be paid an additional $0.05 per hour for each year of service actually completed as a full-time Kendall County Clerk, beginning on the employee’s ten year anniversary date. (*E.g.*, an employee who has actually completed 10 years of service will begin receiving an additional $0.05 per hour, for each year of actual completed service, in the total amount of $0.50 per hour.)

Employees who are on the active payroll of the Employer on the effective date of this Agreement and who were employed during any applicable time period will receive pay retroactive to the dates set forth above.

**Section 2. Civil Process Clerk Stipend.** Any employee who is specifically designated by the Employers as a Civil Process Clerk for a given month shall, at the end of such period, receive a stipend of Two Hundred Fifty Dollars ($250.00) per month. Any employee who is specifically designated by the Employers as the part-time Civil Process Clerk for a given month shall, at the end of such period, receive a stipend of One Hundred Dollars ($100.00) per month. Said amounts shall not be added to the employee’s base pay. Civil process work performed for less than a full month, or by other employees while a designed civil process clerk is on vacation or short-term leave, shall not entitle an employee to the stipend described herein.

Employees on the active payroll of the Employer on the effective date of this Agreement will receive retroactive pay to the date set forth above.

**ARTICLE XIII**

**INSURANCE**

**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 benefit 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.

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, $3000 family;
Coinsurance: 100% in network, 80% out of network;
Out of pocket: $3000 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 benefits of the Core HDHP-HSA remain 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 $1500 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.

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 $3000 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 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 $1500 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 $3000 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

The Employer shall continue to contribute on behalf of the employees to the Illinois Municipal Retirement Fund in the amount the Employer is required to contribute by State Statute.
Section 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 polices or plans.

ARTICLE XIV
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 and the Kendall County Board and approved by the Sheriff 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 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, that the employee have a physical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Employer.

Section 4. Drug Testing. It is the policy of Kendall County and the Kendall County Sheriff's Office that the public has the absolute right to expect persons employed by the County in its Sheriff’s Office will be free from the effects of drugs and alcohol. Accordingly, the Employer may require employees to submit to a random urinalysis test and/or other appropriate drug testing at a time and place designated by the Employer or whenever in the opinion of the Sheriff or his designee, there is sufficient cause for such testing. In the event of testing for cause,
the Employer shall provide the employee with a written notice of the order setting forth the basis for sufficient cause. In addition, the Employer may require an employee to submit to alcohol or drug testing when an employee is involved in an on-duty incident involving damage to County property or personal injury. The Employer shall use only licensed clinical laboratories for such testing.

At the time of any urinalysis 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 test. If an employee tests positive in any such test, the test results shall be submitted to the Sheriff or his designee for appropriate action. A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for a confirmatory test to be conducted by a licensed clinical laboratory of the employee’s choosing and at the employee’s expense. The first time a non-probationary employee tests positive for drugs or alcohol in a test administered under this Section, the Sheriff, at his sole discretion, shall have the right to discipline the employee, up to and including termination.

If an employee who has tested positive is not terminated, the Employer may require such employee to submit to a random urinalysis or other appropriate drug tests during the 12 month period following the date any employee tests positive in any test. Any such random tests shall occur at times and places designated by the Employer. In the event such an employee tests positive again, the employee shall be terminated without recourse.

Use, sale, purchase, delivery or possession of illegal drugs, abuse of prescribed drugs, failure to report to the Sheriff known adverse side effects of medication or prescription drugs which the employee may be taking, as well as being under the influence of alcohol or the consumption of alcohol while on duty shall be cause for discipline, including discharge. For
purposes of this Section, “under the influence of alcohol” shall be defined as a blood alcohol level of more than .02%.

The Employer shall continue to provide employees access to an employee assistance program (EAP) similar to that which exists on the effective date of this Agreement. The Employer will not take adverse employment action against an employee solely because that employee voluntarily requests treatment or counseling for an alcohol or drug problem, unless such request follows an order to be tested pursuant to the foregoing provisions.

Section 5. Outside Employment. Employees shall not be employed by employers other than the Employer, nor shall they contract for or accept anything of value in return for services, nor shall they otherwise be self-employed for remuneration, without the prior written approval of the Sheriff. Employees wishing to hold outside jobs, including self-employment, which will not result in a conflict of interest or infringe on their ability to do their job for the Employer, shall apply in writing to the Sheriff for approval. In no event, however, shall any application for outside employment be approved if such outside employment would be in excess of twenty (20) hours per week. If outside employment, including self-employment, has previously been approved or permitted by the Employer, and if it later appears that such outside employment, including self-employment, may result in a conflict of interest or infringe on the ability of the employee to do his job for the Employer, or increase the Employer’s exposure to legal liability, prior approval for such outside employment may be revoked.

Section 6. 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 7. **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 the Kendall County Sheriff.

The Union agrees that the County or Sheriff's name, shield or 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 the Illinois Fraternal Order of Police, nor its agents or representatives may use the words "Kendall County Sheriff" or "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, the Kendall County Sheriff or Kendall County." The foregoing shall not be construed as a prohibition of lawful solicitation efforts by the Union or the Illinois Fraternal Order of Police directed to the general public, nor shall it limit the Employer's right to make public comments concerning solicitation.

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. **Residency.** Employees covered by this Agreement shall live within a twenty-five (25) mile radius of the Kendall County Public Safety Building.

Section 10. **Education 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 employee must seek approval in writing in advance from their Supervisor/Department Head and their committee chairman.

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 and not exceed one class per semester (or quarter). All paperwork in that regard should be submitted to the Office of Administrative Services for reimbursement. 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 to meet the specific and current job description and is required by the Supervisor/Department Head and their committee chairman, then tuition and books will be reimbursed at one hundred percent (100%) from the employee’s department budget.

Total number of employees receiving benefits will be subject to any budget limitations and anyone receiving educational reimbursement must agree to continue working for the county for six (6) months after each course or return the reimbursement.

**ARTICLE XV**

**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. In such event, upon the request of either party, the parties shall meet promptly
and negotiate with respect to substitute provisions for those provisions rendered unlawful, invalid or unenforceable.

ARTICLE XVI
ENTIRE AGREEMENT

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

The 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.

ARTICLE XVII
DURATION AND TERM OF AGREEMENT

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 29th day of November, 2016.

KENDALL COUNTY, ILLINOIS:

John Shaw, Chairman

KENDALL COUNTY SHERIFF:

Dwight Baird

ILLINOIS FOP, LABOR COUNCIL:

By

By
EXHIBIT 1

Dues Authorization Form

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

I, ___________________________, hereby authorize my employer, ___________________________, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.)

Date: ___________________________  Signed: ___________________________
Address: _________________________
City: ___________________________
State: _______  Zip: _____________
Telephone: _______________________

Employment Start Date: ___________________________
Title: ___________________________

-----------------------------------------------------------------------------------

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704
(217) 698-9433

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

Lodge/Unit No.: Year: Grievance No.:

Date Filed:

Department:

Grievant's Name: Illinois Fraternal Order of Police Labor Council

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: , in part and in whole, make grievant(s) whole.


Given To: Date:

Grievant's Signature FOP Representative Signature

EMPLOYER'S RESPONSE


Employer Representative Signature Position

Person to Whom Response Given Date

STEP TWO

Reasons for Advancing Grievance:


Given To: Date:

Grievant's Signature FOP Representative Signature

EMPLOYER'S RESPONSE


Employer Representative Signature Position

Person to Whom Response Given Date
Lodge/Unit No.:  

Year:  

Grievance No.:  

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

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  

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given  

Date  

FOP Labor Council Representative