

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
COUNTY OF KENDALL, ILLINOIS,  
KENDALL COUNTY SHERIFF AND  
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL  
FOR  
KENDALL COUNTY SHERIFF'S OFFICE  
BARGAINING UNIT  
[CORRECTIONS SERGEANTS AND COURT SERVICES SERGEANTS]

Effective: December 1, 2019 through November 30, 2024

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## PREAMBLE

This Agreement is entered into by the County of Kendall, a body politic, and Sheriff of Kendall County, hereinafter referred to as the Employer, and the Illinois F.O.P. Labor Council, hereinafter referred to as the Council.

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Council representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Council to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' wages, hours and working conditions.

In consideration of mutual promises, covenants and Agreement contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

## ARTICLE I RECOGNITION

Section 1. Unit Description. The Employer hereby recognizes the Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all full-time employees of the County of Kendall and the Sheriff of Kendall County in the following titles: Corrections Sergeant and Court Services Sergeant (hereinafter referred to as "deputies" or "bargaining unit members"); and excluding all other employees of the County of Kendall and the Sheriff of Kendall.

Section 2. Supervisors. Supervisors may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in emergency

situations and where such work is necessary to train a bargaining unit member. Such work by supervisors shall not cause any layoffs of the bargaining unit members.

ARTICLE II  
NEW CLASSIFICATIONS AND VACANCIES

Section 1. New Classifications. The Employer and Union may mutually agree to new classifications within the bargaining unit where the Employer finds it necessary to create a new job. If the Council and the Employer cannot agree on the new classification, then they agree to jointly petition the State Labor Board to seek the necessary unit clarification. If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Council may appeal the proposed pay grade to the 2nd step of the grievance procedure.

The 2nd step Grievance Committee or arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

- A. The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employer's work force;
- B. Like positions with similar job content and responsibilities within the labor market generally;
- C. Significant differences in working conditions to comparable position classifications.

The pay grade originally assigned by the Employer shall remain in effect pending the resolution of the grievance.

If the decision of the 2nd step Grievance Committee or arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation.

The Employer will post any new classifications for deputy sign-up. The Employer will fill new classifications from unit deputies based upon posted qualifications.

Section 2.     Vacancies. Vacancies and promotions shall be created and filled in accordance with established Merit Commission procedures without waiver thereof. The Sheriff shall fill vacancies for new positions. Promotions shall be filled by selecting from the top four (4) candidates tested by the Merit Commission at the time the vacancy becomes open.

ARTICLE III  
MANAGEMENT RIGHTS

The Employer possesses the sole right to operate the Sheriff's Office of the County and all management rights repose in it. Nothing herein shall affect the internal control authority of the Sheriff. Except as specifically amended, changed or modified by the Agreement, these rights include, but are not limited to, the following:

- A. To direct all operations of the County;
- B. To establish reasonable work rules and schedules of work;
- C. To hire or promote from the Merit Commission eligibility list, transfer, schedule and assign deputies in positions and to create, combine, modify and eliminate positions within the County;
- D. To suspend, discharge with just cause and take other disciplinary action against deputies under the established work rules and regulations of the Sheriff's Office and the provisions of this Agreement;
- E. To lay off deputies;
- F. To maintain efficiency of County operations;
- G. To introduce new or improved methods or facilities;
- H. To change existing methods or facilities;
- I. To determine the kinds and amounts of services to be performed as pertains to County operations; and the number and kind of classifications to perform such services;



- J. To determine the methods, means and personnel by which County operations are to be conducted:
- (1) To set number and assignment of vehicles and equipment to personnel and to change these as needed to meet department needs and priorities;
  - (2) To determine proper uniform and attire for all sworn personnel, to change, alter or amend this clothing and equipment as needed, and to set the dates of conversion from season to season;
  - (3) To determine the shift or duty assignments, the number of personnel per shift or duty assignments, and to change or alter these after proper notice;
  - (4) To require compliance with regular written Office rules and regulations, and to all general orders, special orders, official notices or memorandum issued by the Sheriff on Office letterhead, memorandum, general or special order, or other identifiable Office documents;
  - (5) To require proper notification of any part-time employment when acting in a police or security capacity or court-related capacity which necessitates the potential of acting under the color of law, and to set proper uniform and attire while serving in such function, to limit the number of part time hours worked to a maximum of twenty (20) hours per week and to exercise authority to refuse to permit such employment when it appears to be a potential or actual conflict of interest or a negative reflection on the Kendall County Sheriff's Office;
  - (6) To establish required training sessions and qualifications for specific duty assignments and to change or amend these requirements as needed to meet Office needs or requirements;
  - (7) To determine the proper utilization of Office vehicles and equipment, the proper cleaning, care and maintenance of those vehicles and equipment, the number of personnel assigned to each vehicle and the location of vehicles when not in service;
  - (8) To retain the right to issue and/or assign any or all Office equipment and vehicles to deputies or other individuals as necessary and directed by the Sheriff; and,
  - (9) To schedule overtime work as required in the manner most advantageous to the Office and in accordance with this Agreement.
- K. To take whatever action is necessary to carry out the functions of the County in situations of emergency.

ARTICLE IV  
SUBCONTRACTING

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

ARTICLE V  
F.O.P. REPRESENTATIVES

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 1. Grievance Processing. Reasonable time while on duty shall be permitted Council representatives for the purpose of aiding or assisting or otherwise representing deputies in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

Section 2. Council Negotiating Team. Members designated as being on the Council negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Council negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

ARTICLE VI  
DUES DEDUCTION

Section 1. Dues Deduction. Upon receipt of a written and signed authorization form from a deputy, the Employer shall deduct the amount of council dues and initiation fee, if any, set forth in such form and any authorized increase thereof, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Council in

accordance with the laws of the State of Illinois. The Council shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

Section 2. Dues. Each deputy who on the effective date of this Agreement is a member of the Council, and each deputy who becomes a member after that date, shall maintain his membership in good standing in the Council during the term of this Agreement.

With respect to any deputy on whose behalf the Employer receives written authorization in a form agreed upon by the Council and the Employer, the Employer shall deduct from the wages of the deputy the dues and/or financial obligation uniformly required and shall forward the full amount to the Council by the tenth (10<sup>th</sup>) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Council. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Council during the fifteen (15) day period prior to the expiration of this Agreement. The Employer will not similarly deduct dues in any other organization as to deputies covered by this Agreement.

Section 3. Indemnification. The Council shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with any provisions of this Agreement. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved deputy.

## ARTICLE VII BILL OF RIGHTS

The provisions of 50 ILCS 725/1 et seq., are incorporated herein and made a part of this Agreement. The Employer shall post a copy of the Bill of Rights on the bulletin board and/or make available a copy of the Bill of Rights to each member of the bargaining unit.

ARTICLE VIII  
INDEMNIFICATION

Section 1. Employer Responsibility. The Employer shall be responsible for, hold deputies harmless from and pay for damages, except punitive damages, or monies which may be adjudged, assessed or otherwise levied against any deputy covered by this Agreement.

Section 2. Legal Representation. Deputies shall have legal representation by the Employer in any civil cause of action brought against a deputy resulting from or arising out of the performance of duties.

Section 3. Cooperation. Deputies shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 4. Applicability. The Employer will provide the protections set forth in Section 1 and Section 2 above, so long as the deputy is acting within the scope of his employment and where the deputy cooperates, as defined in Section 3, with the Employer in defense of the action or actions or claims. Intentional or willful acts of misconduct are not covered by this Agreement.

ARTICLE IX  
NO STRIKE/NO LOCKOUT

Section 1. No Strike/No Lockout Commitment. Neither the Council nor any deputy will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down or the concerted interference with the full faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Council nor any deputy shall refuse to cross any picket line, by whomever established.

The Employer will not lockout any deputies during the term of this Agreement.

Section 2. Resumption of Operations. In the event of action prohibited by Section 1 above, the Council immediately shall disavow such action and request the deputies to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Council, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 3. Council Liability. Upon the failure of the Council to comply with the provisions of Section 2 above, any agent or official of the Council who is a deputy covered by this Agreement may be subject to the provisions of Section 4 below.

Section 4. Discipline of Strikers. Any deputy who knowingly violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any deputy who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether a deputy in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE X  
RESOLUTION OF IMPASSE

The remedies for the resolution of any bargaining impasses shall be in accordance with the Illinois Public Labor Relation Act (5 ILCS 315/14) as amended.

ARTICLE XI  
PERSONNEL FILES

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

Section 2.     Inspection.    Upon written request of a deputy, the Employer shall reasonably permit a deputy to inspect his/her personnel file subject to the following:

- A.     Such inspection shall occur immediately following receipt of the request;
- B.     Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request;
- C.     The deputy shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying;
- D.     Upon written authorization by the requesting deputy, in cases where such deputy has a written grievance pending, and is inspecting his/her file with respect to such grievance, that deputy may have a representative of the Council present during such inspection and/or may designate in such written authorization that said representative may inspect his/her personnel file subject to the procedures contained in this Article;
- E.     If a deputy disagrees with any information contained in the personnel file, the deputy may submit a written statement of his/her position which shall become an integral part of that portion of the file over which disagreement exists, until such portion is permanently removed from such file;
- F.     If the deputy disagrees with any information contained in the personnel record, a removal or correction of that information may be mutually agreed upon by the employer and the deputy. If an agreement cannot be reached, the deputy may submit a written statement explaining the deputy's position. The Employer shall attach the deputy's statement to the disputed portion of the personnel record. The deputy's statement shall be included whenever that disputed portion of the personnel record is released to a third party as long as the disputed record is a part of the file. The inclusion of any written statement attached in the record without further comment or action by the Employer, shall not imply or create any presumption of Employer argument with its content. If either the Employer or the deputy places in the personnel record information which is false, the Employer or deputy, whichever is appropriate, shall have remedy through the grievance procedure to have that information expunged;
- G.     Pre-employment information, such as reference reports, credit checks or information provided the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying.

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

Section 4. Limitation on Use of File Material. It is agreed that any material and/or matter not available for inspection, such as provided in Section 1 above, shall not be used in any manner or any forum adverse to the deputy's interests.

Section 5. Use of File Material. Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file, shall not be used against the deputy in any future proceedings.

ARTICLE XII  
DISCIPLINE AND DISCHARGE

Section 1. Discipline and Discharge. The parties recognize the principles of progressive and corrective discipline. Disciplinary action may be imposed for just cause only. Giving consideration to the severity of the infraction, reasonable disciplinary action shall include the following:

- A. Oral reprimand;
- B. Written reprimand;
- C. Suspension (notice to be given in writing); and
- D. Discharge.

Other reasonable conditions of continued employment may be required by the Employer after discipline has been imposed. The conditions must be reasonably related to the conduct disciplined for. Disciplinary action may be imposed on a deputy only for failing to fulfill his responsibilities as a deputy. Any disciplinary action or measure imposed upon a deputy may be processed as a grievance through the regular grievance procedure.

If the Employer has reason to reprimand a deputy, it shall be done in a manner that will not embarrass the deputy before other employees or the public.

Section 2. Investigative Interviews. Where the Employer desires to conduct an investigatory interview of a deputy where the results of the interview might result in discipline, the Employer agrees to first inform the deputy that the deputy has a right to Council representation at such interview. If the deputy desires such Council representation, no interview shall take place without the presence of a Council representative. The role of the Council representative is limited to assisting the deputy, clarifying the facts and suggesting other deputies and employees who may have knowledge of the facts. If a Council Representative is not available within a reasonable amount of time not to exceed twenty-four (24) hours, then the interview may proceed without Council representation.

Section 3. Predisciplinary Meeting. For discipline other than oral and written reprimands, prior to notifying the deputy of the contemplated discipline to be imposed, the Employer shall notify the local Council of the meeting and then shall meet with the deputy involved and inform the deputy of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The deputy shall be informed of his/her contract rights to Council representation and shall be entitled to such, if so requested by the deputy, and the deputy and Council Representative shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Council Representative shall be available within twenty-four (24) hours of notification. If the deputy does not request Council representation, a Council Representative shall nevertheless be entitled to be present as a nonactive participant at any and all such meetings. If the deputy chooses to waive Council representation, then the predisciplinary meeting may commence immediately.



Section 4. Merit Commission. The Discipline and Discharge procedures of this Article, as well as the Grievance Procedures of Article XIII, shall be exclusive. The Merit Commission of Kendall County shall not be involved in the discipline and discharge or grievance procedures. However, the Merit Commission, or other similar Commission created by the County Board of Kendall County, shall continue to provide minimum standards for hiring and testing of new applicants, as well as minimum standards and testing as required in Article II, Section 2.

Section 5. Psychological Testing. A deputy may only be required to submit to psychological testing for just cause. If psychological testing shows a disability as defined by the Americans with Disabilities Act, then the Employer shall make reasonable accommodations so long as accommodation is not an undue hardship.

ARTICLE XIII  
DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance. A grievance is defined as any unresolved difference between the Employer and the Council or any deputy 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 a deputy or on behalf of a group of deputies. Grievances may be filed on behalf of two or more deputies only if the same facts, issues and requested remedy apply to all deputies in the group. Only the Council may advance grievances filed on behalf of a deputy or group of deputies beyond Step 3. The Council may initiate a grievance filed on behalf of a deputy or group of deputies 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 deputy is entitled to Council representation at each and every step of the grievance procedure upon the deputy'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 deputy or Council Representative shall leave his or her work assignment to investigate, file or process grievances without first making mutual arrangements with the deputy's non-bargaining unit supervisor, and such mutual arrangements shall not be denied unreasonably. In the event of a grievance, the deputy shall always perform his or her assigned work task and grieve his or her complaint later, unless the deputy reasonably believes that the assignment endangers the deputy's safety.

Section 6. Grievance Meetings. A maximum of two (2) deputies (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 deputy(s) shall only be excused for the amount of time reasonably required to present the grievance. The deputy(s) shall not be paid for any time during

which a grievance meeting occurs outside of the deputy's work shift. In the event of a grievance, the deputy shall first perform the deputy'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 deputy and/or Council Representative who has a grievance shall submit the Step 1 grievance in writing to the deputy'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 deputy's immediate supervisor within fifteen (15) business days of the day the deputy 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 deputy 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 deputy or deputies 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.

ARTICLE XIV  
SENIORITY

Section 1. Definition of Seniority. For purposes of layoff, recall, bidding shifts, vacation selection, and wages, “rank” seniority shall be from the date first hired within the deputy’s respective classification within the Office in accordance with Article XV of this Agreement. For purposes of accruing vacation within the bargaining unit, “department” seniority shall be from the last date of hire with the Sheriff’s Office. If two or more deputies are promoted on the same day, their rank seniority shall be determined by promotion order. If a deputy leaves the bargaining unit for an appointed rank and then later returns, the deputy’s rank and department seniority shall not be affected but shall be calculated as if the deputy never left the bargaining unit.

Section 2. Probation Period. A Sergeant is a “probationary employee” for six (6) months after promotion to Sergeant and successful completion of a supervisory class or course paid for by the Employer. During this period of time the performance of the new Sergeant will be examined by the Employer. Should the Employer determine that their performance is below that expected of a Kendall County Sergeant, then in that event, the Sergeant will be removed from his position and placed into his former position prior to the promotion.

Section 3. Seniority List. The Employer and Council have agreed upon the initial seniority list setting forth the present seniority dates for all deputies covered by this Agreement which shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting deputies covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure.

Section 4. Termination of Seniority. A deputy shall be terminated by the Employer and his seniority broken when he:

- A. Quits; or
- B. Is discharged for just cause; or
- C. Is laid off pursuant to the provisions of the applicable agreement for a period of twelve (12) months; or
- D. Accepts gainful employment while on an approved leave of absence from the Kendall County Sheriff's Office; or
- E. Is absent for three (3) consecutive scheduled work days without proper notification or authorization; or
- F. Fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days; or
- G. Fails to return to work under the provisions of Article XV after accepting recall; or
- H. Failure to return to work due to an on-the-job injury shall be covered by Section 1 of the Illinois Public Employee Disability Act (5 ILCS 3045/1), or an off-the-job injury for a period of twelve (12) months.

Section 5. Seniority and Benefits While on Leave. Deputies will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence.

#### ARTICLE XV LAYOFF

Section 1. Layoff. In the event the Employer determines a layoff is necessary, deputies shall be laid off from the bargaining unit without regard to job title in the inverse order of their rank seniority unless compliance with State or Federal law requires otherwise. The Employer agrees to inform the Council in writing not less than fourteen (14) days prior to such layoffs and to provide the Council with the names of all deputies to be laid off in such notice.

Section 2. Layoff Order.

A. Probationary deputies, temporary and part-time deputies shall be laid off first, then full-time deputies shall be laid off in inverse order of their rank seniority. Individual deputies shall receive notice in writing of the layoff not less than fourteen (14) days prior to the effective date of such layoff.

B. In the event that it is necessary to lay off a ranking deputy either through abolition of the deputy's position, department reorganization or otherwise, that ranking deputy may elect to return either to a lesser rank or to the position of a corrections or court services deputy by bumping a deputy with less seniority in the lower position. In such case, the ranking deputy shall be paid at the lower rate of pay for the position he assumes.

Section 3. Recall. Deputies shall be recalled from layoff within each particular job classification according to their rank seniority at the time of layoff from the bargaining unit. No new deputies shall be hired into the bargaining unit until all deputies on layoff in that particular job classification desiring to return to work shall have been given the opportunity to return to work. Recall rights under this provision shall terminate twelve (12) months after layoff.

In the event of recall, eligible deputies shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all deputies eligible for recall to notify the Sheriff of their current address. Upon receipt of the notice of recall, deputies shall have five (5) working days to notify the Sheriff of their acceptance of the recall. The deputy shall have five (5) working days thereafter to report to duty.

## ARTICLE XVI HOLIDAYS

Section 1. Paid Holidays. All deputies 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 deputy must work the day before and after the holiday, or be on some kind of pre-approved time off for their scheduled day of work before, during and after the holiday. If a bargaining unit member calls in sick on the day before, during and/or after the holiday but provides verification of illness from a medical provider to the Employer on or before the bargaining unit

member's return to work, the absence will be considered pre-approved time off for purposes of this Section only.

Holiday pay shall be eight (8) hours straight time pay computed at the deputy'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. Deputies 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. Each deputy in the bargaining unit may elect to take compensatory time for up to four (4) holidays per year to extend vacation leave, or as a personal day up to four (4) days, at the option of the deputy, subject to the compensatory time limitation set forth in Article XX, Section 8. Compensatory time for holidays shall be eight (8) hours per day. The request to use holidays to extend vacation shall be made by the deputy at the time the deputy requests the deputy's vacation or personal days under the provisions of Article XVII of this Agreement. Requests must be approved by the Sheriff or his designee and shall not be unreasonably denied.

## ARTICLE XVII VACATIONS

Section 1. Vacation Leave. All full-time bargaining unit members shall earn vacation time. Deputies on leave of absence or layoff shall not accrue vacation time. Eligible deputies shall earn vacation time in accordance with the following schedule:

0 - 1	Years of Service - No paid vacation
1 - 6	Years of Service - 80 hours of vacation time
7 - 14	Years of Service - 120 hours of vacation time
15	Years or More of Service - 160 hours of vacation time



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

Section 2. Vacation Pay. All vacation leave will be paid for at the regular annual rate for full-time bargaining unit deputies.

Section 3. Vacation Requests. Except for an occasional day which is taken as vacation leave, all deputies must submit, in writing, to the County Sheriff or his designee, a schedule of desired vacation prior to November 1st of each year. Conflicts in scheduling will be resolved in favor of the most senior deputy. At least forty-eight (48) hours' notice shall be given for a one (1) day's leave. 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. Deputies must give two (2) weeks' notice of their intent to use vacation prior to the posting of the work schedule posted under Article XX, Section 5.

#### ARTICLE XVIII SICK LEAVE

Section 1. Allowance. It is the policy of Kendall County to provide protection for its full-time bargaining unit deputies against loss of income because of illness. All eligible deputies 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 deputy contracting or incurring any non-service connected sickness or disability, which renders such deputy unable to perform the duties of his employment, shall receive sick leave with pay in accordance with this Agreement.

Section 2. Accumulation. Sick leave will be granted at the rate of ninety-six (96) hours per year with accumulation prorated on a monthly basis. Sick leave may be accumulated from year to year to a maximum of one thousand nine hundred twenty (1,920) hours. Upon separation

from employment for other than just cause, a deputy may request reimbursement of up to twenty-five percent (25%) of sixty (60) days to be paid as part of the deputy's final compensation, or in the alternative, for those deputies employed on or before December 1, 2019, upon retirement, a deputy may use all accumulated but unused sick days in conjunction with the deputy's separation date. Deputies hired after December 1, 2019 shall only be eligible to receive payment for accumulated sick leave up to a maximum of 25% of sixty (60) days and be able to use any additional hours as service credit to the extent authorized by the applicable pension system. Deputies who have been terminated for just cause shall not be paid out any accumulated sick leave. Unless otherwise approved by the Sheriff, a deputy shall give their notice of intent to retire at least twelve (12) months or more before their retirement date. If notice of intent to retire is not timely given, no sick leave shall be paid out to the deputy upon retirement.

Section 3.     Procedures. No deputy 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 deputies 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. All foreseeable leave for such purposes shall require a specific prior approval of the Sheriff, such approval shall not be unreasonably denied. In the event of sick leave for any purpose, the Sheriff may require the certificate of a licensed medical professional giving information as to the circumstances involved. A family member may give the appropriate notice required by this Section in the event the deputy is physically unable to request additional leave time.

Deputies who are unable to return to work upon expiration of sick leave benefits and all other authorized benefit time must request a leave of absence without pay. Non-paid sick leave

shall be equivalent to the total accumulated sick leave available on the first day of illness, or thirty (30) calendar days, whichever is greater. Failure to apply for a leave of absence for extended illness upon expiration of all such benefits will result in automatic termination. Deputies will make every effort to give the Employer eight (8) hours' notice of their intent to use sick leave where two (2) or more days off are anticipated. For one (1) day, the deputy will make every effort to give two (2) hours' notice.

Any absence of more than two (2) working days or longer may require a physician's statement of release and verification substantiating that he may return to work. In addition, the Sheriff may request a physician's statement or verification of absence of shorter periods of time and if that request requires an examination, it shall be paid for by the Employer. The Sheriff may also require the deputy to be examined by a physician of the Sheriff's choice and at the expense of the Employer.

Notice of a deputy's desire to return to work after an extended illness must be given to the Sheriff no less than twenty-four (24) hours in advance.

The Sheriff or any authorized authority may direct a deputy who appears ill to leave work to protect the health of other employees. Compliance with such an order will not be charged to sick leave for the first day.

A deputy shall be paid sick leave equivalent to the normally scheduled straight time day. The Sheriff shall maintain a record of sick leave accrual, sick leave taken, and the balance of sick leave allowance available for the individual deputies.

Each fiscal year, up to fifty one (51) hours of sick leave per year of the deputy's ninety six (96) hours may be utilized to care for a family member or relative of the deputy's immediate household who is ill or injured.

Section 4. Abuse of Leave. Sufficient evidence of abuse of leave is subject to the disciplinary procedures of this Agreement.

Section 5. Sick Leave Abuse Sanctions. For the purposes of the provisions contained in this Article, “abuse” of sick leave is the utilization of such for reasons other than those stated in Section 1 of this Article.

Upon sufficient evidence of the abuse of such sick leave, the deputy shall not be paid for such leave taken nor shall the deputy accrue any rights such as seniority or other rights. Continued “abuse” of sick leave shall subject the deputy to disciplinary action pursuant to the terms of this Agreement. All deputies agree to cooperate fully with the Office in verifying illness.

ARTICLE XIX  
LEAVES OF ABSENCE

Section 1. Discretionary Leave.

A. The Sheriff may grant leaves of absence, without pay or salary, to deputies under their supervision for job-related reasons (such as further training or study), which will enable deputies to perform their usual and customary duties with greater efficiency and expertise, or for other valid reasons (such as prolonged illness of the deputy, his/her spouse, or his/her child or children, or such as childbirth).

B. The Sheriff may assure a deputy who is granted such leave, that the deputy’s position, or job, will be restored to him at the conclusion of his leave; provided, however, that the deputy’s employment by the County might, and could, be terminated if, during the period of such leave, the deputy’s position, or job, were to be eliminated by action of the Board or the enactment or amendment of State or Federal legislation would result in the elimination of such position or job. In that event, any person hired by the County to fill the deputy’s position, or to perform his

usual and customary duties during the deputy's leave will be discharged so as to permit such deputy to resume his employment by the County.

C. No leave shall be granted for a period exceeding thirty (30) consecutive calendar days, nor shall any deputy be granted a leave, or leaves, totaling more than thirty (30) days in a given calendar year without the approval of both the Finance Committee and the Public Safety Committee being first obtained.

D. Any deputy on such leave of absence shall not continue to accrue any benefits whatsoever under this Agreement. Provided, however, that a deputy may elect to continue to be covered by the County Health Insurance program at the sole expense of the deputy.

Section 2. Absence Due to Death in Immediate Family.

A. In the event of the death of an immediate family member, a deputy shall be permitted to be absent from his job for an appropriate number of days up to twenty-five and one-half (25 ½) hours of work to make funeral arrangements and attend the funeral with the approval of chain of command, and for each such day's absence, the deputy shall receive compensation at his normal rate of pay. If the deputy desires to be absent for more than twenty-five and one-half (25 ½) hours, he may utilize previously earned, unused, vacation days and receive compensation for each such additional day's absence at his normal rate of pay, provided that his immediate superior, Chief Deputy, approves such additional absence. Such approval shall not be unreasonably withheld.

B. Any absence to attend the funeral of anyone who is not a member of a deputy's immediate family may be arranged with the Sheriff, without pay, but previously earned and unused vacation days may be utilized in such case with the consent of the Sheriff.

C. Immediate family is defined for the purposes of this Section to be spouse, mother, father, child, brother, sister, grandmother, grandfather, spouse's relatives of the same degree of blood relationship and any blood relative who resides in the deputy's home.

Section 3. Jury Duty. A deputy required to serve on a grand jury or petit jury shall be granted leave for the period required to serve on such jury without loss of pay. Where said deputy is required to serve during their regular work hours, such deputy shall sign a waiver of any compensation otherwise due them for serving on such jury and shall pay any jury fees to the Employer upon receipt of their regular wage less mileage, if the deputy is required to use their own vehicle.

Section 4. Prohibition Against Misuse of Leaves. During any leaves granted pursuant to the terms of this Agreement, regardless of being with or without pay, a deputy may not be gainfully employed or independently self-employed without prior approval by the Employer. Violation of the provisions contained within this Agreement shall subject the deputy to immediate discharge or loss of all benefits and rights accrued pursuant to the terms of this Agreement. Approval is herewith granted to existing deputies for existing outside employment and existing deputies shall notify the Sheriff of all such employment within thirty (30) days of execution of this Agreement.

Section 5. Pregnancy Leave. Pregnancy leave and accommodations shall be permitted in accordance with state and federal laws.

Section 6. Family Medical Leave. The Employer agrees to comply with the Family and Medical Leave Act of 1993 and the rules and regulations issued in conjunction therewith.

Section 7. Military Leave. Military leave and benefits shall be granted in accordance with the applicable State and Federal laws.

ARTICLE XX  
HOURS OF WORK/OVERTIME

Section 1.     Work Period. The work period is defined as a regularly recurring period of fourteen (14) days commencing at 6:00 a.m. every other Saturday.

Section 2.     Workday. No more than twelve (12) consecutive hours of work within a twenty-four (24) hour period constitutes the regular work day.

Section 3.     Work Shift. No more than twelve (12) consecutive hours of work shall constitute a work shift. However, nothing in this section is intended to limit the Employer's right to assign deputies to work shifts in any increment of time less than twelve (12) consecutive hours of work.

Section 4.     Work Schedule. Work schedules shall be bid and selected on a seniority basis by October 1st and become effective on January 1 of each calendar year and in effect for one year. When a deputy transfers or is moved into either the corrections or court services unit they shall be assigned to any open shift until the first annual shift bid after the placement in the division. The administration shall have the right to resolve all conflicts of interests between deputies at their discretion.

Section 5.     Rest Periods. The Employer recognizes that rest periods of approximately fifteen (15) minutes each, should be provided to all deputies with one rest period for every four (4) consecutive hours worked. The deputies recognize the nature of the bargaining unit work is such that the formal scheduling of such rest periods is not reasonable.

Rest periods may be taken by the deputy so long as the deputy's rest period is not scheduled in a manner which seriously interferes with performance of the deputy's work task.

Section 6.     Meal Periods. All deputies shall be granted a lunch period of thirty (30) minutes during each shift. Whenever possible, the lunch period shall be scheduled near the middle of each shift.

Section 7.     Overtime. Deputies shall be paid overtime for all hours worked beyond the regularly scheduled daily work shift. Payment shall be in compensatory time off or money at the election of the deputy, provided, however, the deputy may not earn or accumulate more than sixty two and one-half (62.5) hours of compensatory time at any time during the year. Any overtime in excess of sixty two and one-half (62.5) hours compensatory time shall be paid in cash. The election must be made daily and turned in on the weekly time summary. Compensatory time must be taken within the fiscal year it is earned except that up to twenty (20) hours may be carried over from year to year, so long as a deputy's accrued compensatory time does not exceed 62.5 hours at any time. Upon mutual agreement, the Employer may buy out the accumulated compensatory time of each deputy. The deputy must give seventy-two (72) hours' notice of their request for use of compensatory time. Such requests shall not be denied absent an emergency or exigent circumstances, provided no more than one (1) sergeant is off on a shift, for any reason unless otherwise approved by the Sheriff or the Sheriff's designee. The Employer may, at its sole discretion, approve a compensatory time off request with less than twenty four (24) hours' notice.

Any overtime pay incorrectly paid will be adjusted on the next regular paycheck.

Section 8.     Call Back. A call back is defined as an official assignment of work which does not continuously precede or follow a deputy's regularly scheduled working hours. Deputies reporting back to the Employer's premises or location dispatched by the Employer, at a specified time on a regularly scheduled work day which does not immediately precede or follow a regularly scheduled shift shall be compensated for a minimum of two (2) hours at the appropriate overtime



rate, or be compensated for the actual time worked, whichever is greater, at the overtime rate. If the Employer is required to call back a deputy due to a deputy error in filling out reports, then the deputy shall be paid for actual time worked without any guaranteed minimum.

Section 9. Court Time. Deputies covered by this Agreement who are required to attend Court outside their regularly scheduled work hours shall be compensated at the overtime rate for those hours actually worked immediately prior to and following a regularly scheduled shift. A minimum of two (2) hours will be paid for time in Court for off duty attendance or actual time worked, whichever is greater.

Section 10. Duty Trades. Deputies shall be allowed to trade shifts in accordance with the Kendall County Sheriff's Office (KCSO) duty trade policy, within the same work period, when requested in advance in writing by a deputy, signed by the deputies involved and approved by the supervisor or his designee. Duty trades will not be unreasonably denied. Duty trades must be in one (1) full shift increments. All duty trade hours shall be paid at the deputy's regular hourly rate of pay. Non-probationary deputies shall not be approved for more than nine (9) duty trades per calendar year or two (2) per calendar month. Trades will only be allowed between deputies with the same rank and work schedules (8 to 8; 10 to 10; 12 to 12). Probationary deputies will not be allowed to trade shifts. No trades will be allowed on County celebrated holidays. This provision is intended to be cost neutral to the Employer.

Section 11. Miscellaneous. No bargaining unit member utilizing vacation time, compensatory time (or any combination thereof) shall, in conjunction with regularly scheduled days off, be off from work for more than seventeen (17) consecutive calendar days without the Sheriff's prior approval. Not more than once in every eighteen (18) month period beginning January 1, 2017, bargaining unit members may utilize vacation time, compensatory time (or any

combination thereof) in conjunction with regularly scheduled days off to be off from work for up to twenty four (24) consecutive days. Also, no bargaining unit member shall be permitted to be absent for more than two (2) in-house training days per calendar year without the Sheriff's prior approval.

Section 12. Pay Back Days. For those deputies working an eight and one-half (8 ½) hour shift, the schedule provides for pay back days based on 2,080 hours worked per year. (Deputies who work 242 8 ½ hour days will owe 2 shifts and 6 hours of pay back days. Deputies who work 243 8 ½ hour days will owe 1 shift and 6 hours in pay back days. Deputies who work 244 8 ½ hour days will owe 6 hours of pay back, and deputies who work 245 8 ½ hour days will be owed 2 ½ hours by the Employer. The deputy will be informed of which category of days worked and payback days that they will fall within.) If a deputy owes full shifts, they may be fulfilled in four hour increments but preferably paid back by working a full 8 ½ hour shift. Holiday pay will not be used to fulfill payback days. Vacation banks will not be used to fulfill payback days. For each deputy, these days shall be worked by voluntary sign up from the posted shifts as soon as practical when the need has been identified. The pay back days worked shall not be considered overtime.

ARTICLE XXI  
WAGES/COMPENSATION/ALLOWANCES

Section 1. Wages.

A. Deputies who are in the Bargaining Unit on the date the Agreement is signed shall receive the following annual pay raises to be effective each December 1<sup>st</sup> during the term of this contract as reflected below:

Effective 12/1/2019	Effective 12/1/2020	Effective 12/1/2021	Effective 12/1/2022	Effective 12/1/2023
2.75%	2.5%	2.5%	2.75%	2.75%
\$91,788.22	\$94,082.93	\$96,435	\$99,086.96	\$101,811.85

B. Longevity Pay: Deputies shall be paid an additional \$0.15 per hour for each year of completed service beginning on the deputy's ten (10) year anniversary date (e.g., a deputy who has completed ten (10) years of service will begin receiving an additional \$0.15 per hour, for each year of completed service, in the total amount of \$1.50 per hour).

C. Command Pay: Command pay shall be paid to all deputies for time spent prior to and after the regular shift and for the exercise of their command duties. Effective December 1, 2019, the command pay rate shall be \$3.00 per hour. These amounts shall be considered part of the base pay for overtime and holiday pay purposes.

Section 2. Uniform and Equipment Allowance. The Employer will provide as needed the equipment and uniforms as deemed by the Sheriff necessary to perform the duties of the Corrections Sergeant. In addition, each deputy shall receive a lump sum annual equipment allowance in the amount of \$125.00.

For new or existing deputies, the Employer will pay up to \$650.00 for the purchase of or refurbishing of appropriate body armor upon presentation of proof of payment. Replacement shall be at manufacturer's recommended intervals.

Issued items lost or damaged in the line of duty will be replaced by the Employer. Also, items approved for use by the Employer bought personally by the deputy that are lost or damaged in the line of duty will be replaced up to a maximum of \$100.00 per item, by the Employer.

ARTICLE XXII  
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 benefit for deductible, co-insurance, and annual out-of-pocket and coverage maximums remains substantially similar.

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, 2020 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 parties also agree the Employer may choose to discontinue the current HMO plan for the 2020 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.

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 deputy. If a deputy elects family dental coverage, the deputy 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 a deputy's health savings account payable on January 1 of each year for deputies enrolled in the single Core HDHP-HSA plan. The Employer's contribution to a deputy's health savings account will be prorated for deputies 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 deputy's health savings account upon the deputy'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 deputies enrolled in an alternative health plan shall be the same total dollar contribution

provided by the Employer for deputies enrolled in the single Core HDHP-HSA. However, the enrolled deputy shall pay a minimum of \$15 per pay check for single premium or single premium equivalent. Deputies 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 a deputy elects Core HDHP-HSA family coverage, the deputy 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 a deputy's health savings account payable on January 1 of each year for deputies enrolled in the family Core HDHP-HSA plan. The Employer's contribution to a deputy's health savings account will be prorated for deputies 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 deputy's health savings account upon the deputy'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 deputies enrolled in an alternative health plan shall be the same total dollar contribution provided by the Employer for deputies enrolled in the family Core HDHP-HSA. However, the enrolled deputy shall pay a minimum of \$100 per pay check for family premium or family premium equivalent. Deputies 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 Deputies Enrolled in Single Health Plans

By December 1 of each year, the deputy must submit proof of completion of the deputy'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 a deputy's health savings account payable on January 1 of each year for deputies enrolled in the single Core HDHP-HSA plan. The Employer's contribution to a deputy's health savings account will be prorated for deputies 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 deputy's health savings account upon the deputy'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 deputies enrolled in an alternative health plan shall be the same total dollar contribution provided by the Employer for deputies enrolled in the single Core HDHP-HSA. However, the enrolled deputy shall pay a minimum of \$15 per pay check for single premium or single premium equivalent. Deputies 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 Deputies Enrolled in Family Health Plans

By December 1 of each year, the deputy must submit proof of completion for both the deputy's annual wellness screening/physical and the deputy's spouse's (only if the deputy'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:

Deputies enrolled in Core HDHP-HSA family coverage, the deputy 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 a deputy's health savings account payable on January 1 of each year for deputies enrolled in the family Core HDHP-HSA plan. The Employer's contribution to a deputy's health savings account will be prorated for deputies 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 deputy's health savings account upon the deputy'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 deputies enrolled in an alternative health plan shall be the same total dollar contribution provided by the Employer for deputies enrolled in the family Core HDHP-HSA. However, the enrolled deputy shall pay a minimum of \$100 per pay check for family premium or family premium equivalent. Deputies 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 deputies 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 XXIII  
LABOR MANAGEMENT/SAFETY COMMITTEE

Section 1.      Labor Management Conferences. The Council and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Council representatives, not to exceed two (2) in number, and responsible administrative representatives of the Employer, being the Sheriff and County Board Chairperson or their designees. Such meetings shall be held only when mutually agreeable to both parties. The agenda for such meeting shall also be mutually agreed seven (7) days prior to the meeting. Such meetings and agendas shall be limited to:

- A.      A sharing of general information of interest to the parties.
- B.      Notifying the Council of changes in non-bargaining conditions of employment contemplated by the Employer which may affect deputies.
- C.      Discussion of potential grievances on a nonbinding basis to attempt to adjust such grievances and to discuss procedures for avoiding further grievances.
- D.      Items concerning safety.

The Employer and the Council agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be maintained for the maximum protection of the citizens of the County of Kendall.

Section 2.      Integrity of Grievance Procedure. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under

the grievance procedure shall not be discussed in detail at labor-management conferences, and any such discussions of a potential grievance shall be nonbinding on either party and solely for the purpose of exploring alternatives to avoid such grievances and such grievance discussion shall only be held by mutual agreement of the Employer and the Council, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3.     Safety Issues. Any report or recommendation which may be prepared by the Council or the Employer as a direct result of a labor-management conference discussion will be in writing and copies shall be submitted to the Employer and the Council.

Section 4.     Council Representative Attendance. When absence from work is required to attend labor-management conferences under this Article, Council members shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Council members attending such conferences shall be limited to two (2). Travel expenses associated with any labor-management conferences shall be the responsibility of the Council members.

#### ARTICLE XXIV GENERAL PROVISIONS

Section 1.     Work Rules. Work rules of the Kendall County Sheriff which are not in conflict with this Agreement shall continue in full force and effect, subject to the Employer's right to change or eliminate work rules or past practices pursuant to Article III (Management Rights) of this Agreement.

Section 2.     Council Visits to Office. Authorized representatives of the National or State Council shall be permitted to visit the Office during working hours to talk with deputies of

the local Council and/or representatives of the Employer concerning matters covered by this Agreement.

Section 3. Council File Inspection. The Council or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any deputy whose pay is in dispute or any other records of the deputy pertaining to a specific grievance at reasonable times with the deputy's consent.

Section 4. Broken Glasses. The Employer agrees to repair or replace as necessary a deputy's prescription eyeglasses, contact lenses, and prescription sunglasses, if such are damaged or broken, if during the course of the deputy's duties the deputy is required to exert physical force or is attacked by another person. Incident to be documented with immediate supervisor.

A deputy shall be reimbursed for any apparel damaged as a result of a deputy performing his lawful duties. In the case of items of jewelry there shall be a \$75.00 maximum reimbursement limit per incident.

Section 5. Inoculations. The Employer agrees to pay all expenses for inoculation or immunization shots for the deputy and for members of a deputy's family when such becomes necessary as a result of said deputy's exposure to contagious diseases where said deputy has been exposed to said disease in the line of duty. Any TB test given or inoculations given to deputies shall not be considered time worked. Deputies must execute an Inoculation Request/Waiver in the following form:

(PLEASE CIRCLE THE APPROPRIATE ALTERNATIVE)

A. I do not choose to take the offered inoculation for hepatitis made to me by the Kendall County Sheriff's Office.

B. I choose to accept the inoculations offered to me by the Kendall County Sheriff's Office and understand and agree that by taking the inoculation for hepatitis that I release and

discharge Kendall County from any and all liability for side effects that I may incur as a result of taking this inoculation or series of inoculations. I further agree to indemnify and hold Kendall County harmless for any actions which may be brought by me or my family against Kendall County for side effects to the inoculation. I further agree that this waiver is effective upon my heirs, executors, administrators, and all others who may stand in my place.

Dated this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Employee

Section 6. Bulletin Boards. The Employer shall provide the Council with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Council.

Section 7. Residency Requirement. Deputies covered by this Agreement shall live within a twenty-five (25) mile radius of the Kendall County Public Safety Center.

ARTICLE XXV  
DEPUTY 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 deputies to submit to 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 deputy with a written notice of the order setting forth the basis for sufficient cause. In addition, the Employer may require a deputy to submit to alcohol or drug testing when a deputy is involved in an on duty incident involving significant damage to County property or personal injury to anyone.

Each deputy involved in an officer-involved shooting will be ordered by the Sheriff or his designee to submit to drug and alcohol testing as soon as practical, but not later than the end of the deputy's shift or tour of duty. A deputy is considered to have been involved in an officer-involved shooting whenever the deputy discharges his or her firearm causing injury or death to a person or persons during the performance of his or her official duties or in the line of duty.

The Employer shall use only a clinical laboratory or hospital facility that is certified by SAMHSA. If the type of test administered allows a split sample, the deputy shall have the option to request that split sample be tested at another SAMHSA certified lab. Split sample testing shall be at the deputy's expense.

If a deputy tests positive as a result of a breathalyzer test administered by an outside entity pursuant to this Section, said deputy may, at their sole option, have the right to request an immediate confirmatory test administered by a certified breathalyzer operator at the Kendall County Sheriff Corrections Division.

The test results shall be submitted to the Sheriff or his designee for appropriate action. The first time a non-probationary deputy 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 deputy, up to and including termination.

If a deputy who has tested positive is not terminated, the Employer may require such deputy to submit to a random urinalysis or other appropriate drug tests during the 12 month period following the date any deputy tests positive in any test. Any such random tests shall occur at times and places designated by the Employer. In the event such a deputy tests positive again, just cause for dismissal shall exist.

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 deputy 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%.

Deputies are prohibited from consuming, possessing (except in the scope of the deputy's authorized duties for the Employer), selling, purchasing, or delivering any cannabis or cannabis-infused substances while on duty or while in uniform. Deputies are also prohibited from consuming and selling cannabis or cannabis-infused substances while off duty and from unlawfully possessing, unlawfully purchasing, or unlawfully delivering any cannabis or cannabis-infused substances while off duty. The Employer may not take adverse employment action against a deputy based solely on the lawful possession or consumption of cannabis or cannabis-infused substances by members of the deputy's household.

The Employer shall continue to provide deputies 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 a deputy solely because that deputy 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.

An alleged violation of this Article shall be subject to the contractual grievance procedure, as set forth in Article XIII.

ARTICLE XXVI  
SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order, or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE XXVII  
COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Employer and the Council, 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 or effect of the Employer's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment.

ARTICLE XXVIII  
DURATION AND SIGNATURE

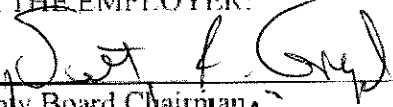
Section 1. Term of Agreement. This Agreement shall be effective beginning on December 1, 2019, and shall remain in full force and effect through November 30, 2024. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by


certified mail by either party to the other not more than one hundred and eighty (180) calendar days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 2. Continuing Effect. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 20 day of October, 2020.

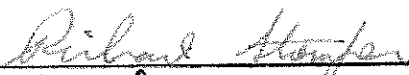
FOR THE EMPLOYER:


  
County Board Chairman

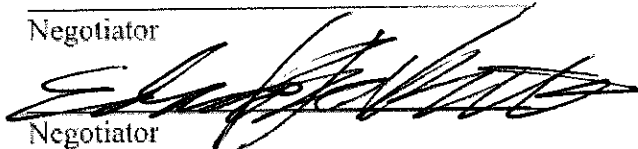
  
County Clerk

  
Kendall County Sheriff

FOR THE COUNCIL:

  
Negotiator

  
Negotiator

  
Negotiator




**LETTER OF UNDERSTANDING**  
**SALARY ADJUSTMENT**


This Letter of Understanding (LOU) is hereby entered into by the County of Kendall, a body politic, and Sheriff of Kendall County, hereinafter referred to as the Employer, and the Illinois F.O.P. Labor Council, hereinafter referred to as the Council.

Pursuant to the terms of this LOU, the Employer and the Council hereby agree, prior to administration of the general wage increase for the first year of the parties' collective bargaining agreement effective December 1, 2019, there shall be a one-time, non-precedential adjustment of the current bargaining unit members' salaries from \$87,580.00 to \$89,331.60 effective December 1, 2019. This one-time, non-precedential adjustment is intended to account for the current bargaining unit members' role in assisting the Employer with obtaining the American Correctional Association Accreditation.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 20 day of October, 2020.

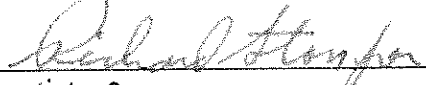
FOR THE EMPLOYER:


  
\_\_\_\_\_  
County Board Chairman

  
\_\_\_\_\_  
County Clerk

  
\_\_\_\_\_  
Kendall County Sheriff

FOR THE COUNCIL:

  
\_\_\_\_\_  
Negotiator

  
\_\_\_\_\_  
Negotiator

  
\_\_\_\_\_  
Negotiator