

AGREEMENT
BETWEEN
COUNTY OF KENDALL, ILLINOIS AND
KENDALL COUNTY SHERIFF
and
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
FOR
KENDALL COUNTY SHERIFF'S POLICE
BARGAINING UNIT
[PATROL DEPUTIES]

December 1, 2023 – November 30, 2027

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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 sworn patrol officers in the bargaining unit. The bargaining unit shall include: All full-time sworn peace officers classified as Deputy Sheriffs in the rank of Patrolman, excluding Sergeant, Lieutenant, Sheriff, Chief Deputy, Commander of Corrections and all other employees of the Kendall County Sheriff's Office, including non-merit positions. The bargaining unit members shall be referred to as "deputies" or "employees" in this Agreement.

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 employee. Such work by supervisors shall not cause any layoffs of the bargaining unit employees.

Section 3. Part-time Employees. The Employer may continue to use certified part-time employees to perform bargaining unit work. The Sheriff may also create a Sheriff's Auxiliary to function in accordance with Statute.

ARTICLE II NONDISCRIMINATION

Section 1. Equal Employment Opportunity. The Employer will continue to provide equal employment opportunity for all officers, and develop and apply equal of employment practices.

Section 2. Council Membership or Activity. Neither the Employer nor the Council shall interfere with the right of employees covered by this Agreement to become or not become members of the Council, and there shall be no discrimination against any such employees because of lawful Council membership or non-membership activity or status.

Section 3. Use of Masculine Pronoun. The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE III 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; and
- 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 employee sign-up. The Employer will fill new classifications from unit employees 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 IV
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 employees in positions and to create, combine, modify and eliminate positions within the County;
- D. To suspend, discharge and take other disciplinary action against employees under the established work rules and regulations of the Sheriff's Police and the provisions of this Agreement;
- E. To lay off employees;
- 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 patrol zones, number of squad cars per shift, assignment of cars and equipment to personnel and to change these as needed to meet office 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 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 employees 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 department 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 V
SUBCONTRACTING

It is the general policy of the Employer to continue to utilize employees 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 VI
COUNCIL 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. The Employer agrees to grant a leave of absence, with pay, to designated union stewards for the purpose of attending the annual training conference sponsored by the Union, provided (a) the union stewards give at least sixty (60) days prior notice to their immediate supervisor and (b) the Employer's shift strength is fulfilled. The Employer shall not be responsible for any expenses incurred by the union stewards for attending the annual training conference.

ARTICLE VII
DUES DEDUCTION

Section 1. Dues Deduction. Upon receipt of a written and signed authorization form from an employee, 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. 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) 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. 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 employee.

ARTICLE VIII BILL OF RIGHTS

The provisions of the Police Officers Uniform Disciplinary Act, 50 ILCS 725/1, 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 IX 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 X
NO STRIKE/NO LOCKOUT

Section 1. No Strike/No Lockout Commitment. Neither the Council nor any officer 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.

Employer will not lockout any employees 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 I 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 XI
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 XII
PERSONNEL FILES

Section 1. Personnel Files. The Employer shall keep a central personnel file within the bargaining unit for each employee. 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 an employee.

Section 2. Inspection. Upon written request of an employee, the Employer shall reasonably permit an employee to inspect his/her personnel file and all working files that contain personnel records, which are maintained by the Employee's supervisor, 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 employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying;
- D. Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his/her file with respect

to such grievance, that employee 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 an employee disagrees with any information contained in the personnel file, the employee 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 employee disagrees with any information contained in the personnel record, a removal or correction of that information may be mutually agreed upon by the employer and the employee. If an agreement cannot be reached, the employee may submit a written statement explaining the employee's position. The Employer shall attach the employee's statement to the disputed portion of the personnel record. The employee's statement shall be included whenever that disputed portion of the personnel record is released to a third party as long as the disputed record is a part of the file. The inclusion of any written statement attached in the record without further comment or action by the Employer, shall not imply or create any presumption of Employer argument with its content. If either the Employer or the employee places in the personnel record information which is false, the Employer or employee, whichever is appropriate, shall have remedy through the grievance procedure to have that information expunged; and
- 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. Employees 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 XIII
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 an employee only for failing to fulfill his responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

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

Section 2. Investigatory Interviews. Where the Employer desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Employer agrees to first inform the employee that the employee has a right to Council representation at such interview. If the employee 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 employee, clarifying the facts and suggesting other employees who may have knowledge of the facts. If a Council representative is not available

within a reasonable 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 employee of the contemplated discipline to be imposed, the Employer shall notify the local Council of the meeting and then shall meet with the employee involved and inform the employee of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The employee shall be informed of his/her contract rights to Council representation and shall be entitled to such, if so requested by the employee, and the employee 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 employee 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 employee 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 XIV, 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 III, Section 2.

Section 5. Psychological Testing. An employee 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 XIV
DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

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

Section 2. 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 at Step 2, provide 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 (Monday through Friday) 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 Council representation (if requested by the grievant pursuant to Section 2 of this Article) 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 their 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 and Council representation (if requested by the grievant pursuant to Section 2 of this Article) 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 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, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Council. The party striking first will be determined by a coin toss, with the winning of the toss designating the party to strike first. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The arbitrator shall be notified of his

selection by a joint letter from the Employer and the Council. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Council representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the City of Yorkville, Illinois unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at joint statement of facts and issues to be submitted to the arbitrator. The Employer or Council shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its 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 XV SENIORITY

Section 1. Definition of Seniority. For purposes of layoff, recall and wages (except wages for lateral hires as explained in Article XXII), seniority shall be from the date hired within your respective classification within the office in accordance with Article XVI of this Agreement. For purposes of bidding and accruing vacation within the bargaining unit, seniority shall be from the last date of hire with the Sheriff's Office. Members hired on the same day after the effective date of this Agreement shall have their seniority based upon their relative rank order on the eligibility list.

Section 2. Probation Period. An employee is a “probationary employee” for eighteen (18) months after the employee commences employment.

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. The Employer will post a seniority list no later than July 1st 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.

Section 4. Termination of Seniority. An employee 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 Sheriff’s Office; or
- E. Is absent for three (3) consecutive scheduled work days without proper notification or authorization;
- 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 XVI after accepting recall; or

- H. Fails to return to work due to an on-the-job injury within the one (1) year period covered by Section 1 of the Illinois Public Employee Disability Act (5 ILCS 3045/1), or an off-the-job injury within twelve (12) months after the leave of absence commenced.

Section 5. 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 XVI
LAYOFF

Section 1. Layoff. In the event the Employer determines a layoff is necessary, employees shall be laid off within each particular job classification in the inverse order of their 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 officers to be laid off in such notice.

Section 2. Layoff Order.

A. Probationary employees, temporary and part-time employees shall be laid off first, then full-time deputies shall be laid off in inverse order of their 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 employee either through abolition of the employees' position, office reorganization or otherwise, that ranking employee may elect to return either to a lesser rank or to the position of patrol deputy by bumping an officer with less seniority in the lower position. In such case, the ranking employee shall be paid at the lower rate of pay for the position he assumes.

Section 3. Recall. Employees shall be recalled from layoff within each particular job classification according to their seniority. No new employees at all shall be hired until all employees 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 employees shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Sheriff of their current address. Upon receipt of the notice of recall, employees shall have five (5) working days to notify the Sheriff of their acceptance of the recall. The employee shall have five (5) working days thereafter to report to duty.

ARTICLE XVII HOLIDAYS

Section 1. Paid Holidays. All 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 pre-approved time off for their scheduled day before and after the holiday.

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. Deputies shall be paid time and one-half for working on the actual holiday rather than the date of the County Board assigned "observed" holiday.

Section 3. Using Compensatory Time for Holidays. Each employee in the bargaining unit may elect to take compensatory time for holidays to extend vacation leave or as a personal day at the option of the employee, subject to the compensatory time limitation set forth in Article

XXI, 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 employee at the time the employee requests his vacation or personal days under the provisions of Article XVIII of this Agreement. Requests must be approved by the Sheriff or his designee and shall not be unreasonably denied.

ARTICLE XVIII
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:

0 - 5	Years of Service - 80 paid vacation hours
6 - 10	Years of Service – 120 paid vacation hours
11 -19	Years of Service - 160 paid vacation hours
20 or More	Years of Service – 200 paid vacation hours

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 hourly rate and on the basis of eight (8) hours per day for full-time bargaining unit officers.

Section 3. Vacation Requests. Except for an occasional day which is taken as vacation leave, all employees must submit, in writing, to the County Sheriff or his designee, a schedule of desired vacation prior to November 1st of each new calendar year. Conflicts in scheduling will be resolved in favor of the most senior employee. At least forty-eight (48) hours' notice shall be given for a one 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

Sheriff's Office to do so. Employees must give two (2) weeks notice of their intent to use vacation prior to the posting of the work schedule posted under Article XXI, Section 5.

It is expressly understood that the final right to designate all vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the County Sheriff in order to insure the orderly performance of the services provided by the Employer.

ARTICLE XIX
SICK LEAVE

Section 1. 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.

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 six hundred (1,600) hours. Upon separation from employment for other than just cause, an employee may request reimbursement of up to 25% of 480 accumulated hours to be paid as part of the employee's final compensation, or in the alternative, for those employees employed on or before August 21, 2017, upon retirement, an employee may use all accumulated but unused sick days in conjunction with the employee's separation date. Employees hired after August 21, 2017 shall only be eligible to receive payment for accumulated sick leave up to a maximum of 25% of 480 hours and be able to use any additional hours as service credit to the extent authorized by the applicable pension system. (For purposes of administering this Section, retirement shall mean an employee who is immediately eligible to

receive a pension upon voluntary separation, i.e., a deputy who has completed 20 years or more of service and is 50 years of age or greater.) Employees who have been terminated for just cause shall not be paid out any accumulated sick leave.

Section 3. 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 medical and dental appointments. Sick leave may be used by employees for absences due to an illness, injury, or medical appointment of the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, on the same terms upon which the employee is able to use personal sick leave benefits for the employee's own illness or injury. The Employer may request written verification of the employee's absence from a health care professional if such verification is required under the Employer's sick leave use policy. Each fiscal year, up to twelve (12) of the employee's sick days may be utilized for absences due to an illness, injury, or medical appointment of the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. 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.

Employees 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. Employees 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 employee 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 employee to be examined by a physician of the Sheriff's choice and at the expense of the Employer.

Notice of an employee'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 an employee who appears ill to leave work to protect the health of other employees. Compliance with such an order will not be charged to sick leave for the first day.

An employee 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 employees.

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 employee shall not be paid for such leave taken nor shall the employee accrue any rights such as seniority or other rights. Continued "abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement. All employees agree to cooperate fully with the Sheriff's Office in verifying illness.

ARTICLE XX
LEAVES OF ABSENCE

Section 1. Discretionary Leave.

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

B. The Sheriff may assure an employee who is granted such leave, that the employee's position, or job, will be restored to him at the conclusion of his leave; provided, however, that the employee's employment by the County might, and could, be terminated if, during the period of such leave, the employee'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 employee's position, or to perform his usual and customary duties during the employee's leave will be discharged so as to permit such employee 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 employee be granted a leave, or leaves, totaling more than thirty (30) days in a given calendar year without the approval of the Finance Committee being first obtained.

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

Section 2. Absence Due to Death in Immediate Family.

A. In the event of the death of an immediate family member, an employee shall be permitted to be absent from his job for up to twenty four (24) paid hours to make funeral arrangements and attend the funeral with the approval of chain of command, and for each such day's absence, the employee shall receive compensation at his normal rate of pay. If the employee desires to be absent for more than twenty four (24) paid 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 the Sheriff or their designee approves such additional absence. Approval for leave and additional absence shall not be unreasonably withheld.

B. Any absence to attend the funeral of anyone who is not a member of an employee'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, step child, brother, sister, grandmother, grandfather, spouse's relatives of the same degree of blood relationship and any blood relative who resides in the employee's home.

Section 3. Jury Duty. An employee 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 employee is required to serve during their regular work hours, such employee 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 employee 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, an employee 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 employee to immediate discharge or loss of all benefits and rights accrued pursuant to the terms of this Agreement. Approval is herewith granted to existing employees for existing outside employment and existing employees shall notify the Sheriff of all such employment within thirty (30) days of execution of this Agreement.

Section 5. Pregnancy Leave. Pregnancy shall be treated the same as any other illness.

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. Bargaining unit members may elect which accrued paid benefit time they will use during such leave, provided their election is made within the first week of leave. The bargaining unit member's election cannot later be revoked or modified by the bargaining unit member.

Section 7. Military Leave. Military leave and benefits shall be granted in accordance with the applicable State and Federal laws. Requests for two (2) weeks reserve training which are in accordance with these State and federal laws shall be approved or denied within three (3) business days (Monday through Friday) after the request is made.

ARTICLE XXI HOURS OF WORK/OVERTIME

Section 1. Regular Hours. The regular hours of work each day shall be consecutive except that they may be interrupted by a thirty (30) minute lunch period.

Section 2. Work Period. The work period is defined as a regularly recurring period of fourteen (14) days commencing at midnight on Friday.

Section 3. Workday. No more than twelve (12) consecutive hours of work within a twenty-four (24) hour period constitutes the regular work day.

Section 4. Work Shift. No more than twelve (12) consecutive hours of work shall constitute a work shift. An employee shall work eighty (80) hours on each work period as their regular shift. Shifts shall be bid by seniority on an annual basis and awarded by each October 1st. When a bargaining unit member transfers or is moved into the operations division they shall be assigned to any open shift until the first annual shift bid after the placement in the operations division. The administration shall have the right to resolve all conflicts of interests between the employees at their discretion.

Section 5. Work Schedule. Work schedules showing the employee's normal shifts, work days, and hours for the next work period shall be posted on all Sheriff's Office bulletin boards at all times, fourteen (14) days prior to beginning of schedule. Except in emergency situations, each yearly work schedule shall not be changed once posted and the employees shall remain on one shift for the entire work period unless on swing shift, or unless necessary to complete a work period.

Emergency situations shall be defined as adjustments due to new employees or positions, resignation, termination, and extended illness or injury lasting fourteen (14) days or more. Once the emergency is over, the employee changed will go back to the schedule as originally posted.

Section 6. Rest Periods. The Employer recognizes that rest periods of approximately fifteen (15) minutes each, should be provided all employees with one rest period for every four (4) hours worked. The employees 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 employee during each half shift so long as the employee's rest period is not scheduled in a manner which seriously interferes with performance of the employee's work task.

Section 7. Meal Periods. All employees 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 8. Overtime. Employees shall be paid overtime for all hours worked in excess of eighty (80) hours in a work period or 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 employee, provided, however, employees may accumulate up to sixty (60) hours of compensatory time during any fiscal year, or 62.5 hours if assigned to an 8.5 hour work day, which shall be re-fillable after use. Any overtime in excess of 60/62.5 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. Upon mutual agreement, the Employer may buy out the accumulated compensatory time of each employee. The employee must give twenty-four (24) hours notice of their request for use of compensatory time. Such requests shall not be unreasonably denied.

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

Section 9. 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. Employees 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. A Juvenile Officer who is contacted during non-work hours to handle a juvenile matter, and who handles such matter by telephone, shall be compensated for a minimum of one (1) hour, or the actual time worked, whichever is greater, at the overtime rate.

Section 10. Court Time. Employees covered by this Agreement who are required to attend Court and/or a pre-trial meeting with the Kendall County State's Attorney's Office 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 three (3) hours will be paid for time in Court for off duty attendance or actual time worked, whichever is greater, provided the employee is required to attend court and/or the pre-trial meeting in person and virtual or telephone appearance is not an option available to the employee. In that case, the employee's appearance will be compensated as a call back described in Section 9 of this Article.

Section 11. Assignment of Overtime. All patrol overtime hours offered to bargaining unit members will be on a rotating seniority basis. Overtime opportunities for special hire-back details will be posted prior to any employee accepting available hours. Once posted, employees will select available hours first by rank, then by seniority, by persons present when the detail is posted.

Section 12. Shift Trades. Non-probationary employees shall be allowed to trade shifts in accordance with the Kendall County Sheriff's Office (KCSO) duty trade policy, within the same two week pay period, when requested in advance in writing by an employee, signed by the employees 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 employee's regular hourly rate of pay. Non-probationary employees shall not be approved for more than nine (9) duty trades per calendar year, with a maximum of two (2) per

calendar month. Trades will only be allowed between employees with the same rank and work schedule (8 to 8; 8.5 to 8.5). Probationary employees 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 13. Canine Deputy. In the event the Sheriff, in the exercise of his sole discretion, elects to establish or maintain a canine program, the parties agree that to be eligible for assignment by the Sheriff or his designee to the position of Canine Deputy, an employee shall sign the Canine Deputy Agreement, attached hereto as an Appendix, and incorporated herein by reference. Nothing herein shall obligate the Employer to create or maintain such a program.

Section 14. Appointment to Specialty Positions. The Employer shall, when making an appointment to a specialty position, post the position and requirements for a reasonable amount of time, request letters of interest, and conduct interviews prior to selection.

Section 15. COVID-19 Hazardous Duty Pay: All current bargaining unit members who worked for the Employer during the period of the state COVID public health emergency will receive the same ARPA-funded COVID 19 Hazardous Duty Pay the Kendall County Board approves for non-Deputy bargaining unit members.

ARTICLE XXII
WAGES/COMPENSATION/ALLOWANCES

Section 1. Wages. Employees who are in the Bargaining Unit on the date the Agreement is signed shall receive the following pay raises to be effective as indicated during each year during the term of this contract as reflected below. Increases between steps shall be given on anniversary dates for the employees covered by this Agreement. The wages for years of service shall be as follows:

	<u>Current</u> <u>12/1/2022</u>	<u>Effective</u> <u>12/1/2023</u> 5.00%	<u>Effective</u> <u>12/1/2024</u> 4.00%	<u>Effective</u> <u>12/1/2025</u> 3.00%	<u>Effective</u> <u>12/1/2026</u> 5.00%
Start	\$64,771.03	\$68,009.58	\$70,729.96	\$72,851.86	\$76,494.46
1-2 Years	\$70,232.12	\$73,743.73	\$76,693.48	\$78,994.28	\$82,944.00
2-3 Years	\$74,028.65	\$77,730.08	\$80,839.28	\$83,264.46	\$87,427.68
3-4 Years	\$77,825.13	\$81,716.39	\$84,985.05	\$87,534.60	\$91,911.33
4-5 Years	\$81,621.67	\$85,702.75	\$89,130.86	\$91,804.79	\$96,395.03
5-7 Years	\$85,418.19	\$89,689.10	\$93,276.66	\$96,074.96	\$100,878.71
7-9 Years	\$89,214.70	\$93,675.44	\$97,422.46	\$100,345.13	\$105,362.39
9 + Years	\$94,907.42	\$99,652.79	\$103,638.90	\$106,748.07	\$112,085.47

An employee shall be paid an additional \$0.15 per hour for each year of service completed as a full-time sworn Kendall County Patrol Deputy, beginning on the employee's ten year anniversary date. (E.g., an employee who has completed 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.)

Section 2. Lateral Transfers. Employees who are hired as a lateral transfer deputy shall be granted credit for their years of service with an outside law enforcement agency as a full time law enforcement officer, for pay purposes only, up to nine (9) years of service allowing them to commence employment up to the "9 Years and Over" service pay rate on the wage schedule and shall then progress through the steps of the wage schedule being credited with said years of service with the outside law enforcement agency. A lateral hire's longevity pay will be calculated as their actual hire date with the Sheriff's Office.

Section 3. Uniform and Equipment Allowance. New hires and existing employees will be provided with a full uniform and all required equipment by the Employer through the Employer's quartermaster system. New hires will also be provided with a bullet resistant/ballistic vest and vest cover. Effective upon execution of this Agreement, the Employer will replace existing employees' bullet resistant/ballistic vest and vest cover that is damaged in the line of duty

or expired as per manufacturer's recommendations. Vests will be a level 3A or higher unless otherwise agreed to by the Parties. This section will not be retroactive and shall apply only to those vests and vest covers that are damaged in the line of duty or expired as per manufacturer's recommendations after the execution of this agreement. All items (including bullet resistant/ballistic vests and vest covers) provided to a bargaining unit member are the property of the Employer and, upon separation of employment, shall be returned to the Employer.

In addition, the Employer will reimburse each non-probationary deputy who is assigned to Investigations on a full-time basis up to \$700.00 and all non-probationary deputies up to \$400.00 for items that are part of the uniform, and/or approved clothing, and/or authorized equipment with the receipt of proof of purchase that calendar year, provided the non-probationary deputy provides the receipt of proof of purchase of the clothing/equipment on or before October 1 of the year for which the deputy is requesting reimbursement. The \$700.00 Investigations allowance shall not apply to a deputy who is temporarily assigned to investigations as a detective (e.g., light duty assignment, training assignment, etc.). Instead, those deputies will receive the \$400 allowance set forth above.

The Sheriff will also make accessible a copy of Chapter 720 and Chapter 625 of the Illinois Compiled Statutes while on duty.

Section 4. Specialty Pay. All bargaining unit members who are assigned the duties of Field Training Officer "F.T.O.," will be compensated at a rate of \$30.00 per each shift in which they perform these duties.

Section 5. Acting Deputy in Charge Pay. If a Deputy is assigned to function as the Deputy in Charge, then such employee shall be paid an additional \$3.00 per hour for each hour worked in that capacity.

Section 6. Detective On-Call Pay. Bargaining unit members with the duty assignment of Detective, and who are subject to on call status, shall receive either \$25.00 for each day they are assigned on call status, or actual overtime worked as a result of being called to active duty while on call, whichever is greater. Overtime assigned to a member during their on call week that is continuous with their regular duty shift, and is not a result of the member's on call status, shall not be considered against the minimum \$25.00 on call stipend.

ARTICLE XXIII
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, 2024 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 2024 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 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 in January 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 in January 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 in January 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 in January of each year for employees enrolled in the family Core HDHP-HSA plan. The Employer's contribution to an employee's health savings account will be prorated for employees enrolling in the Core HDHP-HSA plan after January 1 of each plan year. The Employer shall be under no obligation to continue contributing any money to the employee's health savings account upon the employee's termination of employment or upon any other "qualifying event" as defined pursuant to 29 U.S.C. 1163, whichever occurs first.

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

Section 4. Pensions. Employer shall continue to contribute on behalf of the employees to the Illinois Municipal Retirement Fund in the amount the Employer is required to contribute by State Statute.

Section 5. Extent of Coverage. Except as otherwise provided herein, the extent of coverage under the insurance policies or plans referred to in Section 1 shall be governed by the terms and conditions set forth in said policies or plans.

ARTICLE XXIV
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 the Council's and the Employer's representatives, not to exceed two (2) in number, and responsible administrative representatives of the Employer, being the Sheriff, or his designee, and the County Board Chairperson or their designee. 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 employees.
- 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 XXV 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 IV (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 Sheriff's 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 employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance at reasonable times with the employee's consent.

Section 4. Broken Glasses. The Employer agrees to repair or replace as necessary an officer's prescription eyeglasses, contact lenses, and prescription sunglasses, if such are damaged or broken, if during the course of the employee's duties the employee 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 employee and for members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said deputy has been exposed to said disease in the line of duty. Routine inoculations and tests (T.B., Hepatitis) given to employees at their place of work shall not be considered time worked. Employee must execute an Inoculation Request/Waiver in the following form:

(PLEASE CIRCLE THE APPROPRIATE ALTERNATIVE)

A. I do not chose 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. Training Reimbursement. Any employee who resigns within eighteen (18) months from the Kendall County Sheriff's Office who has attended the basic police training on behalf of Kendall County, for which Kendall County has paid the tuition and other associated costs, then said employee shall reimburse other associated costs, then said employee shall reimburse Kendall County one-half of the cost or expenses advanced on his or her behalf and according to the following percentages based upon length of service with the Employer:

0 - 6 Months	100%
After 6 Mos. - 12 Mos.	75%
After 12 Mos. - 18 Mos.	50%
Over 18 Mos.	0%

Section 8. Residency. Employees covered by this Agreement shall live within a twenty-five (25) mile radius of the Kendall County Public Safety Center.

Section 9. 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.

Section 10. Travel Time. Travel time for employees who attend seminars approved by the Sheriff or his designee shall be paid in accordance with the Fair Labor Standards Act.

ARTICLE XXVI EMPLOYEE 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 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 significant damage to County property or personal injury to anyone.

Each employee 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 employee's shift or tour of duty. An employee is considered to have been involved in an officer-involved shooting whenever the employee 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 employee shall have the option to request that split sample be tested at another SAMHSA certified lab. Split sample testing shall be at the employee's expense.

If an employee tests positive as a result of a breathalyzer test administered by an outside entity pursuant to this Section, said employee 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 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, 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 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%.

Deputies are prohibited from consuming, possessing, selling, purchasing, or delivering any cannabis or cannabis-infused substances while on duty (except in the scope of the deputy's authorized duties for the Employer) 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 deputies' household.

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.

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

ARTICLE XXVII
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 XXVIII
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.

ARTICLE XXIX
DURATION AND SIGNATURE

Section 1. Term of Agreement. This Agreement shall be effective commencing on December 1, 2023 and shall remain in full force and effect through November 30, 2027. 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 twenty (120) days nor less than ninety (90) 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.

During the term of this Agreement, should either party believe that the application of the Americans With Disabilities Act requires a modification to the terms of this Agreement, written notice shall be given to the other party. Agreed modifications resulting from these negotiations shall be ratified by the parties. Any impasses shall be resolved pursuant to the procedures set forth in Section 14 of the Illinois Public Labor Relations Act.


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 18th day of July, 2024.

FOR THE EMPLOYER:



County Board Chairman




County Clerk



Sheriff


FOR THE COUNCIL:



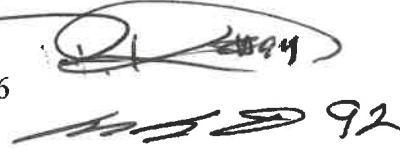
Negotiator



Negotiator



Negotiator


#77
#92

Appendix 1

Canine Deputy Agreement

The canine deputy shall perform the following duties relative to his/her assigned canine during the course of his/her duty shift:

- Exercise Grooming
- Feeding (one meal)
- Training
- Veterinarian routine checkups and shots
- Procuring food and supplies

The canine deputy shall be scheduled one (1) less hour per work day to accommodate the following at-home outside work activities with his/her assigned canine:

1. Training.
2. Cleaning the canine's kennel or other place where the canine is kept and cleaning up after the canine.
3. Feeding (one meal on on-duty days--2 meals on off-duty days)
4. Exercise on off-duty days
5. Emergency trips to veterinarian

If the off-duty at-home canine care activities exceeds the allowance described herein, the deputy shall promptly submit a daily log identifying the activities engaged in, the times at which they took place and the duration of the activities to his/her supervisor, in order to receive any further compensation.

Letter of Agreement


Notwithstanding the language of Article XX, Section 3, the Employer may issue level 2 Safariland Hardwire ballistic vests to bargaining unit members for on duty use. Bargaining unit members may opt to upgrade to Safariland's level 3A vest (or higher) but must pay the cost difference between that and the level 2 vest. All vests purchased in whole or in part by the Employer will remain the Employers' property through and after termination of the unit member's employment.

The Parties will meet and discuss alternative vest options should the Safariland Hardwire vest become unavailable, and/or if the National Institute of Justice standards for vest classification change.

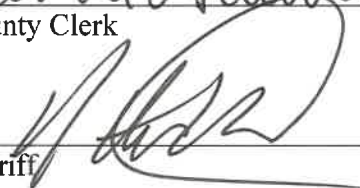
FOR THE EMPLOYER:



County Board Chairman

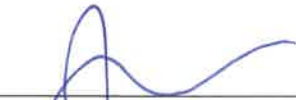


County Clerk




Sheriff

FOR THE COUNCIL:



Negotiator



Negotiator



Negotiator



Negotiator