

AGREEMENT
BETWEEN
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
and
KENDALL COUNTY, ILLINOIS
and
THE KENDALL COUNTY SHERIFF
FOR
KENDALL COUNTY SHERIFF'S OFFICE

BARGAINING UNIT
[All Full-Time Records Clerks]

December 1, 2024- November 30, 2029

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AGREEMENT

This Agreement is made and entered into by and between the County of Kendall and the Kendall County Sheriff (hereinafter referred to as the "Employer") and the Illinois Fraternal Order of Police Labor Council (hereinafter collectively referred to as the "Union").

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE I **RECOGNITION AND REPRESENTATION**

Section 1. **Recognition.** The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time Records Clerk employed by the County of Kendall/Kendall County Sheriff's Office but excluding all other employees employed by the County of Kendall/Kendall County Sheriff's Office as well as supervisors, short-term employees, professionals, and , managerial and confidential employees as defined by the Illinois Public Labor Relations Act ("IPLRA"); and all other persons excluded from coverage by the IPLRA. The bargaining unit members shall be referred to as "members" in this Agreement.

ARTICLE II **UNION RIGHTS & DUTIES**

Section 1. **Dues Check Off.** During the term of this Agreement, the Employer will deduct Union dues from the paychecks of each member in the bargaining unit who has submitted a dues checkoff authorization in the form set forth in Exhibit 1 to this Agreement. Said dues shall

be deducted in equal installments from the first two (2) paychecks issued to such member during each month this Agreement is in effect.

The Union shall notify the County Treasurer or their designee by certified mail of the amount of uniform dues to be deducted. The Union may change the dues schedule once each year during the term of this Agreement by giving the Employer at least thirty (30) days advance written notice of the change. The Employer will promptly remit to the Union those dues, which are deducted from member paychecks under this Section upon receipt of invoice from the Union.

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

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

Section 3. Union's Duty of Fair Representation. The Union agrees to fulfill its duty to fairly represent all members in the bargaining unit. The Union further agrees to indemnify, defend and hold harmless the Employer and its officials, representatives and agents from any all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs resulting from any failure on the part of the Union to fulfill its duty of fair representation.

Section 4. Bulletin Board. The Sheriff or his designee will make available space on a bulletin board for the posting of official Union notices. The bulletin board shall be used for

posting of Union notices and official Union business, provided the notices are non-political and non-inflammatory in nature.

If the Union desires to post any other information or material, the Union shall first submit a copy of same to the Sheriff or his designee for his approval. The Sheriff or his designee shall have the sole discretion to approve or disapprove of postings not included in the list above.

Section 5. **Union Visits.** With prior notice to the Sheriff or his designee, authorized Union representatives may visit with bargaining unit members during non-working hours to discuss matters covered by this Agreement.

ARTICLE III **MANAGEMENT RIGHTS**

It is understood and agreed that the Employer possesses the sole right and authority to operate and direct the members of the Employer and its various departments in all respects, including, but not limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as specifically modified in this Agreement. These rights include, but are not limited to, the following: to determine the mission, policies, and all standards of service offered to the public by the Employer; to plan, direct, control, and determine all the operations and services of the Employer; to determine the places, means, methods, and number of personnel needed to carry out the Employer's mission; to manage, supervise, and direct the working forces; to establish the qualifications for employment and to employ members; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization, and number of personnel by which operations are conducted; to determine whether goods or services are to be provided by members covered by this Agreement or by other employees or non-employees not covered by this Agreement; to make, alter and enforce rules, regulations, orders

and policies; to discipline, suspend and discharge members for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to layoff members; to contract out for goods and services; to change or eliminate existing methods, equipment or facilities; and to evaluate performance and productivity and establish awards or sanctions for various levels of performance.

In the event of a civil emergency, which may include but is not limited to riots, civil disorders, tornado conditions, floods, or other emergencies as may be declared by the County Board or its designees, the Employer may take any and all actions as may be necessary to carry out the mission of the Employer, which actions may include the suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and providing that all provisions of this Agreement shall be promptly reinstated once a civil emergency condition ceases to exist.

The exercise of the foregoing rights and powers by the Employer, and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement. The exercise by the Employer of, or its waiver of, or its failure to exercise its full rights on any matter or occasion shall not be binding on the Employer and shall not be the subject or basis of any grievance.

ARTICLE IV **LABOR-MANAGEMENT COMMITTEE**

At the request of the Union or the Employer, a Labor Management Committee may meet to discuss matters of mutual concern that do not involve negotiations. The Union shall designate up to three bargaining unit members to attend such meetings, and the Employer shall designate up to three Employer representatives to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least five (5) days prior to the date of

the meeting. This Article shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. The date, time and place for Labor Management Committee meetings shall be mutually agreed upon by the Union and the Employer. If such a meeting is held during the regular working hours of any Union member on the Committee, that member shall not lose any compensation for attending the meeting. Otherwise, attendance at such meeting shall not be considered as time worked for the members involved. The Labor Management Committee is intended to improve communications and shall be advisory only.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1. **Definition of a Grievance.** A grievance is defined as any unresolved difference between the Employer and the Union or any member 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 Union on behalf of a member or on behalf of a group of members. Grievances may be filed on behalf of two or more members only if the same facts, issues and requested remedy apply to all members in the group. Only the Union may advance grievances filed on behalf of a member or group of members beyond Step 3. The Union may initiate a grievance filed on behalf of a member or group of members 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 member is entitled to Union representation at each and every step of the grievance procedure upon the member'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 member or Union representative shall leave his or her work assignment to investigate, file or process grievances without first making mutual arrangements with the member's non-bargaining unit supervisor, and such mutual arrangements shall not be denied unreasonably. In the event of a grievance, the member shall always perform his or her assigned work task and grieve his or her complaint later, unless the member reasonably believes that the assignment endangers the member's safety. All levels of the grievance steps can be delivered to the other party electronically, provided a return receipt is requested and received. If the grievance is delivered electronically, the grievance shall be considered received on the date the return receipt is received by the sending party.

Section 6. Grievance Meetings. A maximum of two (2) members (the grievant and/or Union 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 member(s) shall only be excused for the amount of time reasonably required to present the grievance. The member(s) shall not be paid for any time

during which a grievance meeting occurs outside of the member's work shift. In the event of a grievance, the member shall first perform the member'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 member and/or Union representative who has a grievance shall submit the Step 1 grievance in writing to the member'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 member's immediate supervisor within fifteen (15) business days of the day the member 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 Union 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 member 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 Union 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 Union 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 Union 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 Union. The Employer and the Union 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 Union. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Union 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 Union 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 Union and the member or members involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract

from the provisions of the Agreement unless specifically stated elsewhere in this Agreement.

Section 8. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the First Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the power, duties and responsibilities of the Employer under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 8 shall be final and binding upon the Employer, the Union and the members covered by this Agreement.

Section 9. Miscellaneous. No member of the bargaining unit who is serving in acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Employer unless and until the Employer has agreed thereto in writing.

Section 10. Exclusivity of Grievance Procedure. The grievance procedure set forth in this Article shall be the sole and exclusive means for discussing and processing items subject to the grievance procedure.

Section 11. **Business Day.** For purposes of this Article, a “business day” shall be any day, Monday through Friday, excluding County holidays.

ARTICLE VI
NO STRIKE-NO LOCKOUT

Section 1. **No Strike.** During the term of this Agreement, neither the Union nor any officers, agents or members covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work-to-the-rule situation, mass absenteeism, picketing for, against or about wages, hours, or terms and conditions of employment, or any other intentional interruption or disruption of the operations of the Employer, regardless of the reason for so doing. No member covered by this Agreement shall refuse to cross any picket line, wherever established. Any or all members who violate this provision may be terminated or otherwise disciplined by the Employer as the Employer in its discretion deems appropriate. The failure to confer a penalty in any instance is not a waiver of such right in any instance nor is it a precedent.

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

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

Section 3. **Judicial Restraint.** Nothing contained herein shall preclude the Employer or the Union from obtaining judicial restraint and damages in the event the Union or the Employer violates this Article.

ARTICLE VII
SENIORITY, LAYOFF AND RECALL

Section 1. **Definition of Seniority.** Seniority shall be based on the length of time from the last date of beginning continuous full-time employment in any position covered by this Agreement, less adjustments for layoff or approved leaves of absence without pay, except as otherwise required by law.

Section 2. **Probationary Period.** All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of twelve months (12) of work. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period, except for holidays and vacation. During an employee's probationary period, the employee may be disciplined, suspended, laid off, or terminated without cause at the sole discretion of the Employer. No grievance shall be presented or entertained in connection with the discipline, suspension, layoff, or termination of a probationary employee. Upon successful completion of the probationary period, a member shall acquire seniority, which shall be retroactive to his last date of hire with the Employer in a position covered by this Agreement.

Section 3. **Seniority List.** The Employer will post a seniority list no later than July 1 of each calendar year for inspection by the bargaining unit members. Disputes as to seniority listing shall be resolved through the grievance procedure. Prior to filing a grievance, the Union shall first attempt to resolve a dispute regarding the seniority list by notifying the Sheriff or his designee of the dispute within fourteen (14) calendar days after the seniority list has been posted.

The Employer shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Employer in writing by the Union within fourteen (14) calendar days after the seniority list has been posted.

Section 4. **Layoffs.** If the Employer in its discretion determines that a layoff of a member or members within a position classification is necessary, then the Employer will consider seniority, job performance, skill and ability when deciding which member or members to layoff. If job performance, skill and ability are equal between two (2) affected members, then the member with the most seniority shall be retained.

Non-probationary members who are laid off pursuant to the above paragraph shall be placed on a recall list for a maximum period of one (1) year following the date of layoff. If there is a recall, members who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training. A member may only be recalled to the same or a lower paying job classification in the bargaining unit. If a member is recalled to a lower paying job classification, the member shall be compensated at the rate of pay applicable to such job classification.

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

It shall be the responsibility of a member on the recall list to provide the Employer with an address to which a recall notice can be sent. Any member who declines a recall under this Section

or who fails to notify the Employer of his intent to return to work within seven (7) calendar days after his notice of recall is mailed to the address he provides shall forfeit further recall rights.

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

- a) quits;
- b) is discharged;
- c) retires or is retired;
- d) falsifies the reason for a leave of absence or is found to be working during a leave of absence without prior written approval of the Employer;
- e) fails to report for work within seventy-two (72) hours after the conclusion of an authorized leave of absence, absent extraordinary circumstances satisfactory to the Employer;
- f) is laid off and fails to notify the Employer of his intent to return to work within seven (7) calendar days after the Employer mailed his notice of recall;
- g) is laid off for a period in excess of one year;
- h) does not perform work for the Employer (except for military service or a proven work-related injury compensable under worker's compensation) for a period in excess of one year, unless the member remains on an approved unpaid leave of absence; or
- i) is absent for three (3) consecutive working days without notifying the Employer, absent extraordinary circumstances satisfactory to the Employer.

Section 6. Seniority and Benefits While on Leave. Members will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence.

ARTICLE VIII

OVERTIME

Section 1. **Application of Article.** This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of a minimum number hours of work per day, per week, or per work cycle.

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

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

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

Section 4. **Overtime Pay.** Members shall receive one and one-half times their wage rate for all time worked in excess of forty (40) hours per work cycle.

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

ARTICLE IX **LEAVES OF ABSENCE**

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

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

Section 3. **Sick Leave.**

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

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

(C) Procedures. No member 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 members 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. Pursuant to the Illinois Employee Sick Leave Act, each fiscal year, the member's ninety (90) hours of sick leave may be utilized for absences due to an illness, injury or medical appointment for the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. All leave for such purposes shall require specific prior approval of the Sheriff or his designee, such approval shall not be unreasonably denied. In the event of sick leave for any purpose, the Sheriff may require the certificate of a medical doctor giving information as to the

and capriciously denied by the Sheriff). At least forty-eight (48) hours' notice shall be given for vacation leave in an increment of 7.5 hours or less. To accommodate the one (1) day request and for reasonable cause, the Sheriff shall have the right to alter any schedule if he deems it to be for the best interest of the Office to do so.

ARTICLE XI **HOLIDAYS**

Section 1. Paid Holidays.

All bargaining unit members 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 member must work the day before and after the holiday, or be on some kind of pre-approved time off on the day before and after the holiday.

Holiday pay shall be seven and one-half (7 ½) hours straight time pay computed at the Records Clerk's base rate of pay. The parties acknowledge that the Circuit Judge has the right to set a greater number of court holidays for judicial employees, including the Circuit Clerk, and that the authority of the Circuit Judge cannot be limited by this Agreement.

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

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

circumstances involved. A family member may give the appropriate notice required by this Section in the event the member is physically unable to request additional leave time.

(D) Notification. Notification of absence shall be given to an individual designated by the Sheriff as soon as possible on the first day of such absence, and every day thereafter (unless this requirement is waived by the Sheriff) but no later than 1 hour before the start of the member's work shift. When notifying the Employer of an absence under this Section, the member shall provide the Employer with accurate information concerning the reason why the member is unable to work. Failure to properly notify the Employer of an absence may subject the member to discipline, including treating the day as an absence without pay, an oral reprimand, a written reprimand, a suspension, or any other form of discipline. Exceptions to the notification requirements set forth in this Section may be made at the discretion of the Employer.

(E) Proof of Illness/Medical Exam. As a condition to eligibility for paid sick leave under this Section, the Employer may require, at its discretion, any member to submit a physician's certification of illness when the member has been off sick for two (2) consecutive workdays; has had repeated illnesses of shorter periods; calls in sick on the day of, before or after a holiday, vacation day, or day off; or in such other circumstances as may be deemed appropriate by the Employer. The Employer also may require the member to provide a statement from a physician indicating that the member is physically able to return to work before a member may return to work.

The Employer may, at its discretion, require a member to submit to an examination by a physician designated by the Employer, at the Employer's expense.

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

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

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

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

Leave beyond such 22.5 paid hours of funeral leave may, upon approval of the Sheriff or his designee, be taken if charged to a member's accumulated personal hours, vacation or compensatory time.

Pursuant to the Illinois Child Bereavement Leave Act, eligible employees (as defined by the Illinois Child Bereavement Leave Act) who suffer the loss of a child (as defined by the Illinois

Child Bereavement Leave Act) may use up to a maximum of ten (10) work days of unpaid bereavement leave to (1) attend the funeral or alternative to a funeral of the child; (2) make arrangements necessitated by the death of the child; or (3) grieve the death of the child. If an employee suffers the loss of more than one child in a 12 month period, the employee may be eligible for up to a maximum of six (6) weeks of child bereavement leave during that 12 month period. If the employee has already exhausted all of their FMLA leave time, the employee shall not be eligible for child bereavement leave pursuant to this Section. Eligible employees must complete their child bereavement leave within sixty (60) calendar days after the date on which the employee receives notice of the child's death.

A member shall provide satisfactory evidence of the death of a member of their child and/or other member of their immediate family if so requested by the Employer.

Section 5. Family Medical Leave Act. The parties agree that the Employer shall comply with and may adopt policies to implement the Family and Medical Leave Act of 1993 that are in accord with what is legally permissible under the Act.

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

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

Section 8. Personnel Files. The parties agree that the Employer shall comply with the Personnel Records Review Act, 820 ILCS 40/1 *et seq.* Any dispute concerning the interpretation

and application of this section shall be processed through the manner set forth by the Personnel Records Review Act rather than through the grievance procedure set forth in this Agreement.

ARTICLE X **VACATIONS**

Section 1. Vacation Leave.

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

0-5 Years of Service –	75 paid vacation hours
6-10 Years of Service –	112.5 paid vacation hours
11-19 Years of Service –	150 paid vacation hours
20 or More Years of Service –	187.5 paid vacation hours

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

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

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

Section 3. Vacation Requests. Except for an occasional day that is taken as vacation leave, all members must submit, in writing, to the 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 member. (A member may, for legitimate reason, request a change in his/her previously approved vacation schedule after December 1, and such a request shall not be arbitrarily

ARTICLE XII
SALARIES

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

Effective 12/1/2024	Effective 12/1/2025	Effective 12/1/2026	Effective 12/1/2027	Effective 12/1/2028
\$4,300.00	3.0%	3.0%	3.0%	3.0%

Starting salary for newly hired records clerks will be no less than \$36,000.00 (effective December 1, 2024); no less than \$36,990 (effective December 1, 2027); no less than \$38,099.70 (effective December 1, 2028). Upon December 1st of each fiscal year of this contract, any member covered under this Agreement who is hired after ratification of this Agreement, shall be eligible for the same base salary increase(s) as the members set forth above.

A member shall be paid an additional \$0.05 per hour for each year of service actually completed as a full-time Kendall County Clerk, beginning on the member's ten year anniversary date. (E.g., a member who has actually completed 10 years of service will begin receiving an additional \$0.05 per hour, for each year of actual completed service, in the total amount of \$0.50 per hour.)

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

ARTICLE XIII
INSURANCE

Section 1. Insurance

The current coverage provided for life, accidental death and dismemberment, and dental insurance shall remain in full force and effect during the length of the contract, provided the

Employer reserves the right to change carriers or self-insure so long as the level of benefit for deductible, co-insurance, and annual out-of-pocket and coverage maximums remains substantially similar.

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 member. If a member elects family dental coverage, the member 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 member's health savings account payable on January 1 of each year for members enrolled in the single Core HDHP-HSA plan. The Employer's contribution to a member's health savings account will be prorated for members 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 member's health savings account upon the member'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 members enrolled in an alternative health plan shall be the same total dollar contribution provided by the Employer for members enrolled in the single Core HDHP-HSA. However, the enrolled member shall pay a minimum of \$15 per paycheck for single premium or single premium

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

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

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

For members enrolled in Core HDHP-HSA family coverage, the member 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 member's health savings account payable on January 1 of each year for members enrolled in the family Core HDHP-HSA plan. The Employer's contribution to a member's health savings account will be prorated for members 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 member's health savings account upon the member'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 members enrolled in an alternative health plan shall be the same total dollar contribution provided by the Employer for members enrolled in the family Core HDHP-HSA. However, the enrolled member shall pay a minimum of \$100 per paycheck for family premium or family premium equivalent. Members 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 members 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 XIV MISCELLANEOUS

Section 1. Gender of Words. The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provisions(s) concerned.

Section 2. Ratification and Amendment. This Agreement shall become effective when ratified by the Union and the Kendall County Board and approved by the Sheriff and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 3. Physical Examinations. If there is any question concerning a member's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Employer may require, at its expense, the member have a physical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Employer.

Section 4. Member 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 members to submit to a random urinalysis test and/or other appropriate drug testing at a time and place designated by the Employer or whenever in the opinion of the Sheriff or his designee, there is sufficient cause for such testing. In the event of testing for cause, the Employer shall provide the member with a written notice of the order setting forth the basis for

sufficient cause. In addition, the Employer may require a member to submit to alcohol or drug testing when a member is involved in an on-duty incident involving significant damage to County property or personal injury to anyone.

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

If a member tests positive as a result of a breathalyzer test administered by an outside entity pursuant to this Section, said member 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's Office Corrections Division.

The test results shall be submitted to the Sheriff or his designee for appropriate action. The first time a non-probationary member 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 member, up to and including termination. If a member who has tested positive is not terminated, the Employer may require such member to submit to a random urinalysis or other appropriate drug tests during the 12-month period following the date any member tests positive in any test. Any such random tests shall occur at times and places designated by the Employer. In the event such a member 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 member 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%.

Members are prohibited from consuming, possessing, selling, purchasing, or delivering any cannabis or cannabis-infused substances while on duty (except in the scope of the member's authorized duties for the Employer) or while wearing any clothing or apparel that bears either the Employer's insignia or the Employer's name. Members 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 member based solely on the lawful possession or consumption of cannabis or cannabis-infused substances by members of the member's household.

The Employer shall continue to provide members access to a member 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 member solely because that member 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 V.

Section 5. Outside Employment. Members shall not be employed by employers other than the Employer, nor shall they contract for or accept anything of value in return for services, nor shall they otherwise be self-employed for remuneration, without the prior written approval of the Sheriff. Members wishing to hold outside jobs, including self-employment, which will not result in a conflict of interest or infringe on their ability to do their job for the Employer,

shall apply in writing to the Sheriff for approval. In no event, however, shall any application for outside employment be approved if such outside employment would be in excess of twenty (20) hours per week. If outside employment, including self-employment, has previously been approved or permitted by the Employer, and if it later appears that such outside employment, including self-employment, may result in a conflict of interest or infringe on the ability of the member to do his job for the Employer, or increase the Employer's exposure to legal liability, prior approval for such outside employment may be revoked.

Section 6. **Americans with Disabilities Act.** The parties agree that the Employer has the right to take any actions necessary to be in compliance with the requirements of the Americans with Disabilities Act.

Section 7. **No Solicitation.** While the Employer acknowledges that the Union may be conducting solicitation of County merchants, residents or citizens, the Union agrees that none of its officers, agents or members will solicit any person or entity for contributions or donations on behalf of the Kendall County Board or the Kendall County Sheriff.

The Union agrees that the County or Sheriff's name, shield or insignia, communication systems, supplies and materials will not be used for solicitation purposes. Solicitation by bargaining unit members may not be done on work time or in work areas. Neither the Union nor the Illinois Fraternal Order of Police, nor its agents or representatives may use the words "Kendall County Sheriff" or "Kendall County" in its name or describe itself as such. The Union further agrees that any written or oral solicitation of County residents, citizens or merchants and businesses will include the words "This solicitation is not made on behalf of, nor do receipts go to the benefit of, the Kendall County Sheriff or Kendall County." The foregoing shall not be construed as a prohibition of lawful solicitation efforts by the Union or the Illinois Fraternal Order

of Police directed to the general public, nor shall it limit the Employer's right to make public comments concerning solicitation.

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

Section 9. Education Reimbursement. Full time members are eligible for a fifty percent (50%) reimbursement of tuition and books on educational or training course work. To qualify the member must seek approval in writing in advance from their Supervisor/Department Head and their committee chairperson.

The course work must be directly related to the member'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/Sheriff and the applicable Kendall County Board committee chairperson, then tuition and books will be reimbursed at one hundred percent (100%) from the member's department budget.

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

Section 10. **Uniform Allowance.** The Employer will reimburse each member up to \$250.00 per calendar year for approved Kendall County Sheriff's Office and/or approved Kendall County logo apparel with the receipt of proof of purchase that calendar year, provided the member provides the receipt of proof of purchase of the clothing/equipment on or before October 1 of the year for which the member is requesting reimbursement.

ARTICLE XV
SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent legislation, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered unlawful, invalid or unenforceable.

ARTICLE XVI
ENTIRE AGREEMENT

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

The Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Employer's exercise of its rights as set forth herein on wages, hours or

terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XVII
DURATION AND TERM OF AGREEMENT

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of November, 2029. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date.


Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this 19th day of November, 2024.

KENDALL COUNTY, ILLINOIS:


Matt Kellogg, Chairman

KENDALL COUNTY SHERIFF:


Dwight Baird

ILLINOIS F.O.P. LABOR COUNCIL:

By 

By 

EXHIBIT 1

Dues Authorization Form

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

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

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____

Employment Start Date: _____
Title: _____

Employer, please remit all dues deductions to:

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

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

Memorandum of Understanding

County of Kendall/Kendall County Sheriff (Full-Time Records Clerks)

This Memorandum of Understanding (MOU) is hereby entered into as of this ____ day of _____, 2024 by the County of Kendall, Illinois and the Kendall County Sheriff Dwight Baird (collectively referred to as “Employer”) and the Illinois Fraternal Order of Police Labor Council and the Kendall County Sheriff’s Office Full-Time Records Clerks (collectively referred to as “Union”). The Employer and the Union shall hereinafter be collectively referred to as “the parties”.

WHEREAS, the Union is the sole and exclusive collective bargaining representative for the full-time Records Clerks employed by the County; and

WHEREAS, the Union and the County are parties to a collective bargaining agreement (CBA) with a current term of December 1, 2024 through November 30, 2029 (hereinafter referred to as the “2024 CBA”); and

WHEREAS, the parties’ prior CBA with a term of December 1, 2019 through November 30, 2024 (hereinafter referred to as “2019 CBA”) included a Memorandum of Understanding wherein the parties agreed that a civil process clerk stipend would be “grandfathered” to apply to one bargaining unit member Tonya Johnson (“Johnson”) for so long as Johnson continued to perform civil process clerk duties for the County during the duration of the 2019 CBA;

NOW THEREFORE, in consideration of the mutual covenants and understanding herein, the parties do agree as follows:


1. The Memorandum of Understanding set forth in the 2019 CBA is hereby eliminated effective December 1, 2024.
2. Pursuant to the terms of this MOU, the Employer and the Union agree to a one-time, non-precedential adjustment to Tonya Johnson’s base salary in the amount of three thousand dollars and zero cents (\$3,000.00) effective December 1, 2024, which shall occur prior to administration of the general wage increase for the first year of the parties’ 2024 CBA.
3. All provisions of the parties’ 2024 CBA will remain in full force and effect during the period of this MOU unless specifically modified by the provisions of this MOU.
4. This Agreement shall not constitute a precedent in which either party may cite in any subsequent negotiations or proceedings.

Executed this 19th day of November, 2024.

KENDALL COUNTY, ILLINOIS:


Matt Kellogg, Chairman

KENDALL COUNTY SHERIFF:


Dwight Baird

ILLINOIS F.O.P. LABOR COUNCIL:

By 

By 