

AGREEMENT
BETWEEN
COUNTY OF KENDALL AND
KENDALL COUNTY SHERIFF
AND
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
FOR
KENDALL COUNTY SHERIFF'S POLICE
BARGAINING UNIT
[CORRECTIONAL DEPUTIES]
DECEMBER 1, 2024 – NOVEMBER 30, 2028

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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 deputies 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 correctional deputies in the bargaining unit. The bargaining unit shall include: All full-time sworn correctional deputies below the rank of Sergeant (hereinafter referred to as "deputies" or "bargaining unit members") and excludes all other employees of the Kendall County Sheriff's Office.

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

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

Section 3. Part-Time Employees. The Employer may continue to use certified part-time employees or Deputies to perform bargaining unit work.

ARTICLE II NON-DISCRIMINATION

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

Section 2. Prohibition Against Discrimination. Both the Employer and the Council agree not to illegally discriminate against any deputy on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental or physical disability, or sexual orientation.

Section 3. Council Membership or Activity. Neither the Employer nor the Council shall interfere with the right of deputies covered by this Agreement to become or not become members of the Council, and there shall be no discrimination against any such deputies because of lawful Council membership or non-membership activity or status.

Section 4. 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;
- C. Significant differences in working conditions to comparable position classifications.

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

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

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

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

ARTICLE 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 deputies in positions and to create, combine, modify and eliminate positions within the County;
- D. To suspend, discharge and take other disciplinary action against deputies under the established work rules and regulations of the Sheriff's Office and the provisions of this Agreement;
- E. To lay off deputies;
- F. To maintain efficiency of County operations;
- G. To introduce new or improved methods or facilities,
- H. To change existing methods or facilities;
- I. To determine the kinds and amounts of services to be performed as pertains to County operations; and the number and kind of classifications to perform such services;
- J. To determine the methods, means and personnel by which County operations are to be conducted:
 - (1) To 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;
 - (2) 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;
 - (3) 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;

- (4) 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;
- (5) 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;
- (6) 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;
- (7) To retain the right to issue and/or assign any or all Office equipment and vehicles to deputies or other individuals as necessary and directed by the Sheriff; and
- (8) To schedule overtime work as required in the manner most advantageous to the Office and in accordance with this Agreement.

- K. To take whatever action is necessary to carry out the functions of the County in situations of emergency.

ARTICLE V SUBCONTRACTING

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

ARTICLE 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 to assist bargaining unit members in the handling and processing of grievances without loss of pay so long as it does not interfere with the operations of the Employer.

Section 2. Council Negotiating Team. No more than two (2) bargaining unit members on pay status may participate on the Council negotiating team in negotiations with the Employer. The two (2) bargaining unit members may be excused from duty so long as it does not interfere with the operations of the Employer.

ARTICLE VII DUES DEDUCTION

Section 1. Dues Deduction. Upon receipt of a written and signed authorization form from a deputy, the Employer shall deduct the amount of council dues and initiation fee, if any, set forth in such form and any authorized increase thereof, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Council in accordance with the laws of the State of Illinois. The Council shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

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

With respect to any deputy on whose behalf the Employer receives written authorization in a form agreed upon by the Council and the Employer, the Employer shall deduct from the wages of the deputy the dues and/or financial obligation uniformly required and shall forward the full amount to the Council by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Council. Authorization for such deduction shall be irrevocable

unless revoked by written notice to the Employer and the Council during the fifteen (15) day period prior to the expiration of this Agreement. The Employer will not similarly deduct dues in any other organization as to deputies covered by this Agreement.

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

ARTICLE 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 deputy will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down or the concerted interference with the full faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Council nor any deputy shall refuse to cross any picket line, by whomever established.

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

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

Section 4. Discipline of Strikers. Any deputy who knowingly violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any deputy who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the

grievance procedure, except that the issue of whether a deputy in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

Section 5. No Lockout. The Employer shall not lock out any bargaining unit member during the term of this Agreement.

ARTICLE XI RESOLUTION OF IMPASSE

The parties agree to abide by the terms of 5 ILCS 315/14, as amended, to resolve impasses in any collective bargaining that may be entered into by the parties.

ARTICLE XII PERSONNEL FILES

Section 1. Personnel Files. Inspection of personnel files by deputies shall be done in conformance with the Illinois Personnel Records Act, 820 ILCS 40/0.01. Deputies shall be given immediate notice by the Employer when a formal written warning or other disciplinary documentation is permanently placed in their personnel file.

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 a deputy only for failing to fulfill his responsibilities as a deputy. Any disciplinary action or measure imposed upon a deputy may be processed as a grievance through the regular grievance procedure.

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

Section 2. Investigatory Interviews. Where the Employer desires to conduct an investigatory interview of a deputy where the results of the interview might result in discipline, the Employer agrees to first inform the deputy that the deputy has a right to Council representation at such interview. If the deputy desires such Council representation, no interview shall take place without the presence of a Council representative. The role of the Council representative is limited to assisting the deputy, clarifying the facts and suggesting other deputies and 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 deputy of the contemplated discipline to be imposed, the Employer shall notify the local Council of the meeting and then shall meet with the deputy involved and inform the deputy of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The deputy shall be informed of his/her contract rights to Council representation and shall be entitled to such, if so requested by the deputy, and the deputy and Council representative shall be given the opportunity to rebut or clarify the

reasons for such discipline and further provided that a council representative shall be available within twenty-four (24) hours of notification. If the deputy does not request Council representation, a Council representative shall nevertheless be entitled to be present as a nonactive participant at any and all such meetings. If the deputy chooses to waive Council representation, then the predisciplinary meeting may commence immediately.

Section 4. Merit Commission. The Discipline and Discharge procedures of this Article, as well as the Grievance Procedures of Article 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. A deputy may only be required to submit to psychological testing for just cause. If psychological testing shows a disability as defined by the Americans with Disabilities Act, then the Employer shall make reasonable accommodations so long as accommodation is not an undue hardship.

ARTICLE 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 deputy regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

Section 2. Representation. Grievances may be processed by the Council on behalf of a deputy or on behalf of a group of deputies. Grievances may be filed on behalf of two or more deputies only if the same facts, issues and requested remedy apply to all deputies in the group.

Only the Council may advance grievances filed on behalf of a deputy or group of deputies beyond Step 3. The Council may initiate a grievance filed on behalf of a deputy or group of deputies at Step 2, provided the grievance involves issues which by nature are not capable of being settled at Step 1 of the grievance procedure or which would become moot due to the length of time necessary to exhaust Step 1 of the grievance procedure. The Employer may file contract grievances directly at Step 4 of this Article. Either Party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the deputy is entitled to Council representation at each and every step of the grievance procedure upon the deputy's request.

Section 3. Subject Matter. Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, the signature of the grievant, and the date.

Section 4. Time Limitations. Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step. Time limits may be extended by mutual agreement.

Section 5. Grievance Processing. No deputy or Council representative shall leave his or her work assignment to investigate, file or process grievances without first making mutual arrangements with the deputy's non-bargaining unit supervisor, and such mutual arrangements shall not be denied unreasonably. In the event of a grievance, the deputy shall always perform his

or her assigned work task and grieve his or her complaint later, unless the deputy reasonably believes that the assignment endangers the deputy's safety.

Section 6. Grievance Meetings. A maximum of two (2) deputies (the grievant and/or Council representative) per work shift shall be excused from work with pay to participate in a Step 1, Step 2 or Step 3 grievance meeting. The deputy(s) shall only be excused for the amount of time reasonably required to present the grievance. The deputy(s) shall not be paid for any time during which a grievance meeting occurs outside of the deputy's work shift. In the event of a grievance, the deputy shall first perform the deputy's assigned work task and file his or her grievance later.

Section 7. Steps In Procedure. Disputes arising under this Agreement shall be resolved as follows:

Step 1: Any deputy and/or Council representative who has a grievance shall submit the Step 1 grievance in writing to the deputy's immediate supervisor who shall be a supervisor that is not included in the bargaining unit. The Step 1 grievance must be submitted to the deputy's immediate supervisor within fifteen (15) business days of the day the deputy knew or should have known of the cause giving rise to the grievance. Within ten (10) business days after receipt of the Step 1 grievance, the immediate supervisor shall meet with the grievant and make a good faith attempt to resolve the grievance. The immediate supervisor shall respond in writing to the grievant within ten (10) business days following the Step 1 meeting.

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

designee shall respond in writing to the grievant within ten (10) business days following the Step 2 meeting.

Step 3:

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

Step 4:

If the grievance is not settled at Step 3, the grievance may be referred in writing to Step 4 arbitration within ten (10) business days after the grievant was notified of the Step 3 decision. Within ten (10) business days after the matter has been submitted to Step 4, a representative of the Employer and the Council shall meet to select an arbitrator from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) business days after such meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer and the Council. The Employer and the Council shall take turns as to the first strike. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The arbitrator shall be notified of his or her selection by a joint letter from the Employer and the Council. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Council representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the City of Yorkville, Illinois unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The Employer or Council shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the parties. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs.

Nothing in this Article shall preclude the parties from agreeing to use expedited arbitration procedures. The decision and award of the arbitrator shall be made within forty-five (45) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision and award of the arbitrator shall be final and binding on the Employer, the Council and the deputy or deputies involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement unless specifically stated elsewhere in this Agreement.

ARTICLE XV SENIORITY

Section 1. Definition of Seniority. As used herein, the terms County seniority, and Unit seniority shall refer to and be defined as the deputy's continuous length of service or employment in the County, or the bargaining unit, respectively. If the type of seniority is not specified, the reference shall be construed to be unit seniority, which shall be figured from the date of last hire within the unit. Deputies shall maintain their County seniority for the purposes of vacation and other benefit accrual related purposes, but will use Unit seniority for purposes of shift selection, vacation selection, layoff determination and all other circumstances where seniority is used competitively among deputies. The seniority date of deputies hired on the same date shall be determined by their position on the hiring list.

Section 2. Probation Period. A deputy is a "probationary employee" for twelve (12) months after the deputy commences employment. No matter concerning the discipline, layoff or termination of, a probationary employee shall be subject to the grievance and arbitration procedures. A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until the deputy has completed the deputy's probationary period. Upon the completion

of the deputy's probationary period, the deputy will acquire seniority from the deputy's date of hire.

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

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

- A. Quits; or
- B. Is discharged for just cause; or
- C. Is laid off pursuant to the provisions of the applicable agreement for a period of twelve (12) months; or
- D. Accepts gainful employment while on an approved leave of absence from the 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 XIV after accepting recall; or
- H. Failure to return to work due to an on-the-job injury for a period of twenty-four (24) months or an off-the-job injury for a period of twelve (12) months.

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

ARTICLE XVI
LAYOFF

Section 1. Layoff. In the event the Employer determines a layoff is necessary, deputies 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 deputies 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 deputy either through abolition of the deputy's position, Office reorganization or otherwise, that ranking deputy may elect to return either to a lesser rank or to the position of correctional deputy by bumping a deputy with less seniority in the lower position. In such case, the ranking deputy shall be paid at the lower rate of pay for the position he assumes.

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

In the event of recall, eligible deputies shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all deputies eligible for

recall to notify the Sheriff of their current address. Upon receipt of the notice of recall, deputies shall have five (5) working days to notify the Sheriff of their acceptance of the recall. The deputy shall have five (5) working days thereafter to report to duty.

ARTICLE XVII HOLIDAYS

Section 1. Paid Holidays. All deputies shall receive holiday pay for fourteen (14) holidays. The County Board will declare when the present holidays are to be celebrated. To be eligible, the deputy must work the day before and after the holiday, or be on some kind of pre-approved time off for their scheduled day of work before, during and after the holiday. If a deputy calls in sick on the day before, during and/or after the holiday but provides verification of illness from a medical provider to the Employer on or before the deputy's return to work, the absence will be considered pre-approved time off for the purpose of this Section only.

Holiday pay shall be eight (8) hours straight time pay computed at the deputy's base rate of pay. The parties acknowledge that the Circuit Judge has the right to set a greater number of court holidays for judicial employees, including the Circuit Clerk, and that the authority of the Circuit Judge cannot be limited by this Agreement.

Section 2. Working on Holidays. Deputies scheduled to work on a holiday shall be paid time and one-half for actual hours worked plus holiday pay. 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 deputy in the bargaining unit may elect to be compensated in holiday compensatory time for up to seven (7) holidays per year to extend vacation leave, or as a personal day, up to seven (7) days, at the option of the deputy. Compensatory time for holidays shall be eight (8) hours per day. Deputies may not earn or accrue

more hours of comp time in a fiscal year than allowed by Article XXI, Section 6. The request to use holiday compensatory time to extend vacation shall be made by the deputy at the time the deputy requests his or her 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 members shall earn vacation time. Deputies on leave of absence or layoff shall not accrue vacation time. Eligible deputies shall earn vacation time in accordance with the following schedule:

0 – 5	Years of Service – 80 hours of vacation time
6 – 10	Years of Service – 120 hours of vacation time
11 – 19	Years of Service – 160 hours of vacation time
20 or more	Years of Service – 200 hours of vacation time

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

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

Section 3. Vacation Requests. Except for an occasional day which is taken as vacation leave, all deputies must submit, in writing, to the County Sheriff or his designee, a schedule of desired vacation prior to November 1st of each new calendar year. Conflicts in scheduling will be resolved in favor of the most senior deputy. At least forty-eight (48) hours' notice shall be given for a one day's leave or less. However, the shift supervisor may waive this notice requirement if staffing is covered for the requested date and shift. To accommodate the request for one (1) day or less 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. For vacation requests not selected prior to November 1st and of more than one day, deputies must give two (2) weeks notice of their intent to use vacation.

It is expressly understood that the final right to designate all vacation periods and the maximum number of deputies 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 members against loss of income because of illness. All eligible deputies are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for a one-day vacation nor to be used to extend vacation period or holidays.

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

Section 2. Accumulation. Sick leave will be granted at the rate of ninety-six (96) hours per year with accumulation prorated on a monthly basis. Sick leave may be accumulated from year-to-year to a maximum of one thousand six hundred (1,600) hours. Upon separation from employment for other than just cause, a deputy may request reimbursement of up to twenty-five percent (25%) of four hundred eighty (480) hours to be paid as part of the deputy's final compensation, or in the alternative, for those deputies employed on or before December 1, 2019, upon retirement, a deputy may use all accumulated but unused sick days in conjunction with the deputy's separation date. (For purposes of administering this Section, retirement shall mean a

deputy 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.) Deputies hired after December 1, 2019 shall only be eligible to receive payment for accumulated sick leave up to a maximum of 25% of four hundred eighty (480) hours and be able to use any additional hours as service credit to the extent authorized by the applicable pension system. Deputies who have been terminated for just cause shall not be paid out any accumulated sick leave.

Section 3. Procedures. No deputy will be permitted to take leave if it has not yet been earned. Sick leave shall be paid at full pay at the current rate of compensation. Sick leave may be utilized by deputies when they are sufficiently ill so that good judgment would determine it best not to report to work or in the event of injury not arising out of or in the course of their employment and for routine medical and dental appointments. 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. All foreseeable leave for such purposes shall require a specific prior approval of the Sheriff, such approval shall not be unreasonably denied. In the event of sick leave for any purpose, the Sheriff may require the certificate of a 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 deputy is physically unable to request additional leave time.

Deputies who are unable to return to work upon expiration of sick leave benefits and all other authorized benefit time must request a leave of absence without pay. Non-paid sick leave shall be equivalent to the total accumulated sick leave available on the first day of illness, or thirty (30) calendar days, whichever is greater. Failure to apply for a leave of absence for extended

illness upon expiration of all such benefits will result in automatic termination. Deputies will make every effort to give the Employer eight (8) hours notice of their intent to use sick leave where two (2) or more days off are anticipated. For one (1) day, the deputy will make every effort to give two (2) hours notice. Any absence of more than two (2) working days or longer may require a physician's statement of release and verification substantiating that he may return to work. In addition, the Sheriff may request a physician's statement or verification of absence of shorter periods of time and if that request requires an examination, it shall be paid for by the Employer. The Sheriff may also require the deputy to be examined by a physician of the Sheriff's choice and at the expense of the Employer.

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

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

A deputy shall be paid sick leave equivalent to the normally scheduled straight time day.

The Sheriff shall maintain a record of sick leave accrual, sick leave taken, and the balance of sick leave allowance available for the individual deputies.

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

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

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

ARTICLE XX LEAVES OF ABSENCE

Section 1. Discretionary Leave.

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

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

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

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

Section 2. Prohibition Against Misuse of Leaves. During any leaves granted pursuant to the terms of this Agreement, regardless of being with or without pay, a deputy may not be gainfully employed or independently self-employed without prior approval by the Employer. Violation of the provisions contained within this Agreement shall subject the deputy to immediate discharge or loss of all benefits and rights accrued pursuant to the terms of this Agreement. Approval is herewith granted to existing deputies for existing outside employment and existing deputies shall notify the Sheriff of all such employment within thirty (30) days of execution of this Agreement.

Section 3. Absence Due to Death in Immediate Family.

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

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

vacation days and/or compensatory time 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 deputy's home.

Section 4. Jury Duty. A deputy required to serve on a grand jury or petit jury shall be granted leave for the period required to serve on such jury without loss of pay. Where said deputy is required to serve during their regular work hours, such deputy shall sign a waiver of any compensation otherwise due them for serving on such jury and shall pay any jury fees to the Employer upon receipt of their regular wage less mileage, if the deputy is required to use their own vehicle.

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

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.

ARTICLE XXI HOURS OF WORK/OVERTIME

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

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

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

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

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

Section 5. Meal Periods. All deputies shall be granted a lunch period of thirty (30) minutes during each shift. Whenever possible, the lunch period shall be scheduled near the middle of each shift.

Section 6. Overtime. Deputies shall be paid overtime for all hours worked beyond the regularly scheduled daily work shift. Payment shall be in compensatory time off or money at the election of the deputy, provided, however, deputies may accumulate up to sixty (60) hours of compensatory time during any fiscal year, which shall be refillable after use. Any overtime in excess of sixty (60) hours of compensatory time shall be paid in cash. The election must be made daily and turned in on the weekly time summary. Compensatory time must be taken within the fiscal year it is earned except that up to twenty (20) hours may be carried over from year to year, so long as a deputy's accrued compensatory time does not exceed sixty (60) hours at any time.

Upon mutual agreement, the Employer may buyout the accumulated compensatory time of each deputy. The deputy must give twenty-four (24) hours notice of the deputy's request for use of compensatory time, and such requests shall not be unreasonably denied. Any overtime pay incorrectly paid will be adjusted on the next regular paycheck.

Section 7. Work Schedule. Work schedules shall be bid and selected on a seniority basis by October 1st and become effective on January 1 of each calendar year and in effect for one year. The court security and transport duty assignments in the Corrections Division shall be subject to an application process, with final approval and assignment by the Sheriff. When a deputy transfers or is moved into either the Corrections Division, the deputy shall be assigned to any open shift until the first annual shift bid after the placement in the Corrections Division. The administration shall have the right to assign at least one Breath Analysis Operator, Two Field Training Officers, and one female deputy to each shift. Deputies that are eligible to be a deputy in charge (DIC) will have the appropriate experience and/or training as deemed necessary by the Sheriff or his designee to perform the duties of the DIC. The Employer shall have the right to designate at least two DICs on each shift. The administration shall have the right to resolve all conflicts of interests between deputies at their discretion.

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

the Employer is required to call back a deputy due to a deputy error in filling out reports, then the deputy shall be paid for actual time worked without any guaranteed minimum.

Section 9. Court Time. Deputies covered by this Agreement who are required to attend Court outside their regularly scheduled work hours shall be compensated at the overtime rate for those hours actually worked immediately prior to and following a regularly scheduled shift. A minimum of 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 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 8 of this Article.

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

Section 11. Overtime Assignments. The Employer shall post overtime opportunities known more than twenty-four (24) hours in advance. Union stewards, or other bargaining unit members as authorized in writing by the bargaining unit, shall be authorized to fill such posted overtime, utilizing a system deemed fair and appropriate by the bargaining unit's members. Posted

overtime shifts that are not filled within twelve (12) hours prior to the start of the shift shall be filled at the Employer's discretion.

For overtime known less than twenty-four (24) hours in advance, the first four hours or less of any shift or portion thereof will be filled by a deputy held over from the previous shift, with the work first offered in seniority order with the lowest seniority deputy mandated if not filled by volunteers. For overtime on the last four hours or less of any shift, deputies who are scheduled to work the following shift will be called and offered the work in seniority order. If there are no volunteers, then the Employer may fill the overtime at its discretion.

Section 12. In-House Training Days. No bargaining unit member shall be permitted to be absent for more than two (2) in-house training days per calendar year without the prior approval of the Sheriff or his designee.

Section 13. Pay Back Days. For those deputies working an eight and one-half (8 ½) hour shift, the schedule provides for pay back days based on 2,080 hours worked per year. (Deputies who work 242 8 ½ hour days will owe 2 shifts and 6 hours of pay back days. Deputies who work 243 8 ½ hour days will owe 1 shift and 6 hours in pay back days. Deputies who work 244 8 ½ hour days will owe 6 hours of pay back, and deputies who work 245 8 ½ hour days will be owed 2 ½ hours by the employer. The deputy will be informed of which category of days worked and pay back days that they fall within.) If a deputy owes full shifts, they may be fulfilled in four hour increments but preferably paid back by working a full 8 ½ hour shift. Holiday pay will not be used to fulfill pay back days. Vacation banks will not be used to fulfill pay back days. For each deputy, those pack back days owed that have not been otherwise assigned by the Employer as mandatory pay back days shall be worked by voluntary sign up from the posted shifts

as soon as practical when the need has been identified. The pay back days worked shall not be considered overtime.

Section 14. 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.

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

	Current 12/1/2023	Effective 12/1/2024 5.50%	Effective 12/5/2025 3.50%	Effective 12/1/2026 3.50%	Effective 12/1/2027 4.00%
Start	\$63,224.62	\$66,701.97	\$69,036.48	\$71,452.76	\$74,310.87
1-2 Years	\$69,696.59	\$73,529.90	\$76,103.45	\$78,767.07	\$81,917.75
2-3 Years	\$73,128.30	\$77,150.36	\$79,850.62	\$82,645.39	\$85,951.21
3-4 Years	\$76,730.88	\$80,951.08	\$83,784.37	\$86,679.56	\$90,146.74
4-5 Years	\$80,518.33	\$84,946.84	\$87,919.98	\$90,997.18	\$94,637.07
5-7 Years	\$84,448.25	\$89,092.90	\$92,211.15	\$95,438.54	\$99,256.08
7-9 Years	\$88,657.00	\$93,533.14	\$96,806.80	\$100,195.04	\$104,202.84
9 + Years	\$93,040.78	\$98,158.02	\$101,593.55	\$105,149.32	\$109,355.29

A deputy shall be paid an additional \$.15 per hour for each year of service completed as a full-time sworn Kendall County Corrections Deputy, beginning on the deputy's ten-year anniversary date. (E.g., a deputy who has completed 10 years of service will begin receiving an additional \$.15 per hour, for each year of completed service, in the total amount of \$1.50 per hour.)

Section 2. Lateral Transfers. Deputies who are hired as a lateral transfer corrections deputy shall be granted credit for their years of service with an outside law enforcement/correctional agency up to nine (9) years allowing them to commence employment up to the "9 Years and Over" pay rate and shall then progress through the steps of the wage schedule being credited with said years of service with the outside law enforcement/correctional agency. For a deputy to be eligible for lateral transfer service credit pursuant to this Section, the deputy must have been awarded a certificate attesting to his or her successful completion of the County Correctional Training Course as prescribed by the Illinois Law Enforcement Training Standards Board (ILETSB), or be granted a waiver of the Minimum Training Standards by the ILETSB. A lateral hire's seniority will be based upon their actual hire date with the Kendall County 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. Upon request, 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. If an employee is provided a vest and vest cover, the employee must wear the vest and vest cover while in uniform. 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 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.

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. Deputy in Charge Pay. All bargaining unit members who are assigned the duties of Deputy in Charge (DIC) in either the Correctional Facility or the Court Facility will be compensated at a rate of \$3.00 per hour for each hour worked in that capacity.

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, 2020 plan year:

Deductibles: \$1,500 single, \$3000 family;
Coinsurance: 100% in network, 80% out of network;
Out of pocket: \$3000 single, \$6,000 family;
Physician Services after deductible: 100% in network, 80% out of network;

Inpatient Hospital after deductible: 100% in network, 80% out of network;
ER room 90% after deductible;
Prescriptions after deductible: 80%

In subsequent plan years, the Employer reserves the right to change insurance carriers, fully insure, or self-insure, and to change benefit levels of the Core HDHP-HSA plan as long as the coverage and benefits of the Core HDHP-HSA remain substantially similar. In the event the Core HDHP-HSA is cancelled through no fault of the Employer, the Employer agrees to provide at least the same premium dollar it is providing now in replacing the Insurance plan.

The parties also agree the Employer may choose to discontinue the current HMO plan for the 2020 plan year and/or subsequent plan years. If the Employer discontinues the current HMO, the Employer will provide a minimum of one alternative health plan option such as a HMO (health maintenance organization), PPO (preferred provider organization), HDHP (high deductible health plan) or EPO (exclusive provider organization). Each plan year, the Employer may offer new alternative health plans or eliminate any alternative health plan.

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

Section 2. Premium Allocations

A) Premium Allocation for Dental and Current Term Life

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

B) Premium Allocation for Single Health Plans

The Employer's obligation for the cost of the single premium or single premium equivalent for the single Core HDHP-HSA shall be eighty percent (80%). The Employer will also contribute \$1500 to a deputy's health savings account payable on January 1 of each year for deputies enrolled in the single Core HDHP-HSA plan. The Employer's contribution to a deputy's health savings account will be prorated for deputies enrolling in the Core HDHP-HSA plan after January 1 of each plan year. The Employer shall be under no obligation to continue contributing any money to the deputy's health savings account upon the deputy's termination of employment or upon any other "qualifying event" as defined pursuant to 29 U.S.C. 1163, whichever occurs first.

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

C) Premium Allocation for Family Health Plans

If a deputy elects Core HDHP-HSA family coverage, the deputy shall pay fifty percent (50%) of the difference between the family premium or family premium equivalent less the Employer's eighty percent (80%) share of the single premium or single premium equivalent of the Core HDHP-HSA. The Employer will also contribute \$3000 to a deputy's health savings account payable on January 1 of each year for deputies enrolled in the family Core HDHP-HSA plan. The Employer's contribution to a deputy's health savings account will be prorated for deputies enrolling in the Core HDHP-HSA plan after January 1 of each plan year. The Employer shall be

under no obligation to continue contributing any money to the deputy's health savings account upon the deputy's termination of employment or upon any other "qualifying event" as defined pursuant to 29 U.S.C. 1163, whichever occurs first.

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

Section 3. Wellness Program

A) Incentive for Deputies Enrolled in Single Health Plans

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

The Employer's obligation for the cost of the single premium or single premium equivalent for the single Core HDHP-HSA shall be ninety percent (90%). The Employer will also contribute \$1500 to a deputy's health savings account payable on January 1 of each year for deputies enrolled in the single Core HDHP-HSA plan. The Employer's contribution to a deputy's health savings account will be prorated for deputies enrolling in the Core HDHP-HSA plan after January 1 of each plan year. The Employer shall be under no obligation to continue contributing any money to the deputy's health savings account upon the deputy's termination of employment or upon any other "qualifying event" as defined pursuant to 29 U.S.C. 1163, whichever occurs first.

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

B) Incentive for Deputies Enrolled in Family Health Plans

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

Deputies enrolled in Core HDHP-HSA family coverage, the deputy shall pay fifty percent (50%) of the difference between the family premium or family premium equivalent less the Employer's ninety percent (90%) share of the single premium or single premium equivalent of the Core HDHP-HSA. The Employer will also contribute \$3000 to a deputy's health savings account payable on January 1 of each year for deputies enrolled in the family Core HDHP-HSA plan. The Employer's contribution to a deputy's health savings account will be prorated for deputies enrolling in the Core HDHP-HSA plan after January 1 of each plan year. The Employer shall be under no obligation to continue contributing any money to the deputy's health savings account upon the deputy's termination of employment or upon any other "qualifying event" as defined pursuant to 29 U.S.C. 1163, whichever occurs first.

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

Section 4. Pensions

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

Section 5. Extent of Coverage

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

ARTICLE 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 Council representatives, not to exceed two (2) in number, and responsible administrative representatives of the Employer, being the Sheriff and County Board Chairperson or their designees. Such meetings shall be held only when mutually agreeable to both parties. The agenda for such meeting shall also be mutually agreed seven (7) days prior to the meeting. Such meetings and agendas shall be limited to:

- A. A sharing of general information of interest to the parties.
- B. Notifying the Council of changes in non-bargaining conditions of employment contemplated by the Employer which may affect deputies.

- C. Discussion of potential grievances on a nonbinding basis to attempt to adjust such grievances and to discuss procedures for avoiding further grievances.
- D. Items concerning safety.

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

Section 2. Integrity of Grievance Procedure. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at labor-management conferences, and any such discussions of a potential grievance shall be nonbinding on either party and solely for the purpose of exploring alternatives to avoid such grievances and such grievance discussion shall only be held by mutual agreement of the Employer and the Council, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

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

Section 4. Council Representative Attendance. When absence from work is required to attend labor-management conferences under this Article, bargaining unit members shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Non-bargaining unit supervisors shall approve the absence except in emergency situations. Bargaining unit members attending such conferences shall be limited to two (2). Travel expenses associated with any labor-management conferences shall be the responsibility of the bargaining unit 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 Office during working hours to talk with deputies of the local Council and/or representatives of the Employer concerning matters covered by this Agreement.

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

Section 4. Inoculations. The Employer agrees to pay all expenses for inoculation or immunization shots for the deputy and for members of a deputy's family when such becomes necessary as a result of said deputy's exposure to contagious diseases where said deputy has been exposed to said disease in the line of duty. Any TB test given or inoculations (e.g. hepatitis, tetanus, flu) given to deputies on a voluntary basis shall not be considered time worked. A deputy must execute an Inoculation Request/Waiver in the following form:

(PLEASE CIRCLE THE APPROPRIATE ALTERNATIVE)

1. I do not chose to take the offered inoculation for Hepatitis made to me by the Kendall County Sheriff's Office.

2. 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 _____, _____.

Employee

Section 5. 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 6. Training. The Kendall County Sheriff's Office and the Union are committed to the philosophy of professional and continued training for deputies. The Employer shall continue to offer training in accordance with applicable laws for bargaining unit members. The Employer shall attempt to offer training on an equitable basis, taking into consideration the needs of the Office, the interest of the deputy, and the budgetary consideration involved. No bargaining unit member may grieve any decision of the Employer regarding training including, but not limited to non-selection for training, or type of training offered.

Any deputy who resigns within eighteen (18) months from the Kendall County Sheriff's Office who has attended the basic Correctional Deputy training on behalf of Kendall County, for which Kendall County has paid the tuition and other associated costs, then said deputy shall

reimburse other associated costs, then said deputy 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 7. Broken Glasses. The Employer agrees to repair or replace as necessary a deputy's prescription eyeglasses, contact lenses, and prescription sunglasses, if such are damaged or broken, if during the course of the deputy's duties the deputy is required to exert physical force or is attacked by another person. Incident to be documented with immediate supervisor. A deputy shall be reimbursed for any personal property damaged as a result of a deputy performing his or her lawful duties. There shall be a \$75.00 maximum reimbursement limit per incident.

Section 8. Funeral Expenses. The Employer agrees to pay for up to \$10,000.00 funeral/burial expenses for any correctional deputy killed in the line of duty.

Section 9. Equipment. The Employer agrees to provide pepper spray for each correctional deputy and provide appropriate training in its use.

Section 10. Residency. Deputies covered by this Agreement shall live within a twenty-five (25) mile radius of the Kendall County Public Safety Center.

Section 11. Education Reimbursement. Full time deputies are eligible for a fifty percent (50%) reimbursement of tuition and books on educational or training course work. To qualify the deputy 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 deputy'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 Office budget.

Total number of deputies 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 12. Mileage Reimbursement. A deputy shall be reimbursed for mileage over and above the normal home to work commute miles for the use of a personal vehicle to attend mandated training at the IRS approved rate as it may from time to time be changed. A deputy using the deputy's personal vehicle while on duty and with supervisory approval, shall be reimbursed for mileage at the IRS approved rate, as it may from time to time be changed.

Section 13. 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 DEPUTY TESTING

It is the policy of Kendall County and the Kendall County Sheriff's Office that the public has the absolute right to expect persons employed by the County in its Sheriff's Office will be free from the effects of drugs and alcohol. Accordingly, the Employer may require deputies to submit to random urinalysis test and/or other appropriate drug and/or alcohol testing at a time and place designated by the Employer, or whenever in the opinion of the Sheriff or his designee, there is

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

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

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

If a deputy tests positive as a result of a breathalyzer test administered by an outside entity pursuant to this Section, said deputy may, at their sole option, have the right to request an immediate confirmatory test administered by a certified breathalyzer operator at the Kendall County Sheriff'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 deputy tests positive for drugs or alcohol in a test administered under this Section, the Sheriff, at his sole discretion, shall have the right to discipline the deputy, up to and including termination. If a deputy who has tested positive is not terminated, the Employer may require such deputy to submit to a random urinalysis or other appropriate drug and/or alcohol

test during the 12-month period following the date any deputy tests positive in any test. Any such random tests shall occur at times and places as designated by the Employer. In the event such a deputy tests positive again, just cause for dismissal shall exist.

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

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

An alleged violation of this Article shall be subject to the contractual grievance procedure, as set forth in Article 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, including the impact or effect of the Employer's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment.

ARTICLE XXIX
DURATION AND SIGNATURE

Section 1. Term of Agreement. This Agreement shall be effective upon execution and shall remain in full force and effect until November 30, 2028. 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) 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 Disability 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 19th day of
November, 2024 .

FOR THE EMPLOYER:



County Board Chairman



County Clerk



Sheriff

FOR THE COUNCIL:

Negotiator



Negotiator



Negotiator

Letter of Agreement

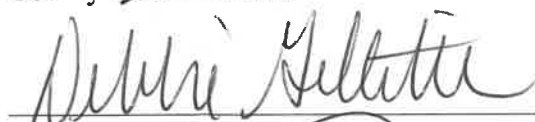
Notwithstanding the language of Article XXII, Section 3, the Employer may issue level 2 Safariland Hardwire ballistic vests to bargaining unit members for on duty use. Bargaining unit members may opt to upgrade to Safariland's level 3A vest (or higher) but must pay the cost difference between that and the level 2 vest. Also, upon the employee's request, a puncture resistant vest may be purchased by the Employer in lieu of the level 2 Safariland Hardwire ballistic vest so long as the price of the puncture resistant vest does not exceed the purchase price of the level 2 Safariland Hardwire ballistic vest. If the cost of the requested puncture resistant vest exceeds the level 2 Safariland Hardwire ballistic vest, the employee 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.

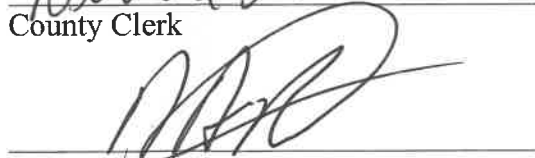
The Parties will meet and discuss alternative vest options should the Safariland Hardwire vest become unavailable, and/or if the National Institute of Justice standards for vest classification change.

Dated: November 19, 2024

FOR THE EMPLOYER:


County Board Chairman


County Clerk


Sheriff

FOR THE COUNCIL:

Negotiator


Negotiator


Negotiator

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 19th day of
November, 2024 .

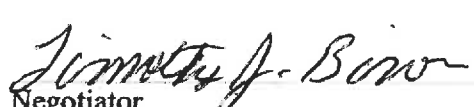
FOR THE EMPLOYER:


County Board Chairman


County Clerk


Sheriff

FOR THE COUNCIL:


Negotiator


Negotiator


Negotiator

Letter of Agreement

Notwithstanding the language of Article XXII, 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. Also, upon the employee's request, a puncture resistant vest may be purchased by the Employer in lieu of the level 2 Safariland Hardwire ballistic vest so long as the price of the puncture resistant vest does not exceed the purchase price of the level 2 Safariland Hardwire ballistic vest. If the cost of the requested puncture resistant vest exceeds the level 2 Safariland Hardwire ballistic vest, the employee 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.

Dated: November 19, 2024

FOR THE EMPLOYER:


County Board Chairman


County Clerk


Sheriff

FOR THE COUNCIL:


Negotiator


Negotiator


Negotiator

