

**Agreement between the Illinois Council of Police and the
Lake County Sheriff's Clerical Employees**

Upon Signing – November 30, 2018

TABLE OF CONTENTS

Contents

PREAMBLE.....	1
DEFINITION OF TERMS.....	2
ARTICLE 1 – RECOGNITION	3
ARTICLE 2 – NON-DISCRIMINATION	3
Section 1. Use of Masculine Pronoun.....	3
Section 2. Non-Discrimination	3
ARTICLE 3 – DUES AND DEDUCTION AND FAIR SHARE.....	4
Section 1. Dues Reduction	4
Section 2. Fair Share.....	4
ARTICLE 4 – MANAGEMENT RIGHTS.....	5
Section 1.....	5
Section 2.....	5
ARTICLE 5 – NO STRIKE	6
Section 1. No Strike Commitment	6
Section 2. Resumption of Operations.....	6
Section 3. Union Liability	6
Section 4. Discipline of Strikers.....	6
ARTICLE 6 GRIEVANCE AND ARBITRATION	6
Section 1. Preamble	6
Section 2. Grievance Steps	7
Section 3. Time Limits	9

Section 4. Time Off.....	10
ARTICLE 7 – DISCIPLINE	10
Section 1. Employee Discipline	10
Section 2. Corrective Discipline	10
Section 3. Pre-disciplinary Meeting	10
Section 4. Right to Union Representation	11
ARTICLE 8 – LABOR –MANAGEMENT MEETINGS.....	11
Section 1. Labor-Meeting.....	11
Section 2. Purpose	11
Section 3.....	11
ARTICLE 9 – LAY-OFF	12
ARTICLE 10 – EMPLOYEE SECURITY – PERSONNEL RECORDS.....	12
ARTICLE 11 – HOURS AND OVERTIME	12
Section 1. General Provisions	12
Section 2. Hours of Work and Days of the Week	13
Section 3. Overtime Payment	13
ARTICLE 12 – LEAVES OF ABSENCE	14
Section 1. Leave	14
Section 2. FMLA Concurrent with Other Leaves.....	14
Section 3. Treatment on Seniority	14
Section 4. Sick Leave	14
Section 6. Sick Leave Compensation.....	15
Section 7: Compensation for Unused Sick Leave.....	17
Section 8. Notification of Balances	17

Section 9. Personal Leave Days.....	17
ARTICLE 13 – VACATIONS	18
A. Accrual Rates for Vacation Leave.....	18
B. When Vacation Leave May be Taken	19
ARTICLE 14 – WAGE RATES	20
ARTICLE 15 – INDEMNIFICATION	22
Section 1. Employer Responsibility.....	22
Section 3. Cooperation	22
Section 4. Applicability.....	23
ARTICLE 16 – SENIORITY	23
Section 1. Definition of Seniority	23
Section 2. Seniority List.....	23
Section 3. Personal Day Selection.....	23
Section 4. Termination of Seniority	23
Section 5.....	24
ARTICLE 17 – ICOP’S REPRESENTATIVES	24
Section 1. Union Negotiating Team	24
ARTICLE 18 – BULLETIN BOARDS	24
ARTICLE 19 – LEAVES OF ABSENCE	24
ARTICLE 20 – HOLIDAYS	25
Section 1. Amounts.....	25
Section 4. Carryover.....	25
Section 5. Payment in Lieu of Holiday Leave Taken	26
ARTICLE 21 – EMPLOYEE DEVELOPMENT AND TRAINING.....	26

Section 1. Educational Payment	26
ARTICLE 23 – CERTIFICATION	26
ARTICLE 24 – INSURANCE	26
Section 1. Insurance Benefits.....	26
ARTICLE 25 – GENERAL PROVISIONS	27
Section 1.....	27
Section 2.....	27
ARTICLE 26 – SAVINGS CLAUSE.....	27
ARTICLE 27 – AUTHORITY TO CONTRACT	28
Section 1. Prevailing Rights.....	28
ARTICLE 28 – DRUG AND ALCOHOL POLICY.....	28
DRUG AND ALCOHOL TESTING PROCEDURES	30
CONSEQUENCES OF POSITIVE TEST RESULTS	31
CONFIDENTIALITY OF DRUG AND ALCOHOL TEST RESULTS	33
ARTICLE 29 – DURATION.....	33
Section 1. Term of Agreement.....	33

PREAMBLE

This Agreement is entered into by and between the Lake County Sheriff's Office, hereinafter referred to as the "Employer" and the Illinois Council of Police, hereinafter referred to as the "Union."

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

All parties mutually agree that their objective is for the good and the welfare of the Lake County Sheriff's Office and the Union members alike. All parties further agree that it is in the interest of collective bargaining and harmonious relations that they will at all times abide by the terms and conditions hereinafter set forth and agreed upon. The Lake County Sheriff's Office and the Union regard all personnel as public employees who are to be governed by high ideals of honor and integrity in all work-related conduct so as to merit the trust and confidence of the general public and fellow employees.

DEFINITION OF TERMS

The following terms shall be interpreted as indicated below when used in this Agreement:

1. "Employer" refers to the Lake County Sheriff's Office.
2. "Employee" refers to all bargaining unit employees who work in the Lake County Sheriff's Office and are in a classification covered by this Agreement, in a non-probationary, full-time status.
3. "Immediate Supervisor" shall be defined as those employees identified by the Sheriff's Office with supervisory oversight and is outside the Bargaining Unit.
4. "Probationary Employee" refers to any new employee who enters the Employer's service, is newly hired into any individual position to include an employee who changes to a position covered by this agreement or any former employee hired after a break in seniority consistent with Article 14 Section 4 of this Agreement. Newly hired probationary employees covered by this Agreement shall serve a probationary period of twelve (12) months. Employees covered by this Agreement who apply for and accept a different position covered by this agreement shall serve a probationary period of six (6) months.

Any employee serving a six (6) month probationary period as a result of an internal position change within the Sheriff's Office may be dismissed for unsatisfactory job performance as long as the reasons have been identified in writing to the employee and the employee has been given a reasonable amount of time to remediate the deficiencies.

Should a probationary employee take a leave of absence during their probationary period the Sheriff's Office reserves the right to extend the probationary period of said employee by the same length of time as the leave of absence.

5. "Agreement" refers to this collective bargaining agreement and its provisions.

ARTICLE 1 – RECOGNITION

The Employer hereby recognizes the Union 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. The bargaining unit shall include the following job classifications:

Included: All full-time non-sworn civilian personnel working for the Lake County Sheriff's Office in the following titles: Administrative Assistant, Administrative Assistant II, Administrative Clerk, Foreclosure Specialist, Accounting Clerk,

Excluded: All sworn Deputy Sheriffs; all Executive Assistants, Executive Secretaries, Administrative Assistant (Sheriff's Office), Principal Payroll Specialist and Senior Payroll Specialist as confidential employees; the Records Supervisor as a supervisory employee; all Technicians, Evidence Technicians, and Photo Technicians; all professional, confidential, supervisory and managerial employees as defined by the Act and all other employees of Lake County covered under the Illinois Public Labor Relations Act.

"Probationary employees" may be disciplined, discharged, laid off, or otherwise dismissed, on an at will basis, at the sole discretion of the Employer. Neither the reason for the termination of employment nor any disciplinary action taken may be a subject of or appealed through any grievance procedure.

ARTICLE 2 – NON-DISCRIMINATION

Section 1. 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.

Section 2. Non-Discrimination

Nothing in this agreement is intended to abridge or abrogate any state, federal or local law or ordinance pertaining to discrimination.

ARTICLE 3 – DUES AND DEDUCTION AND FAIR SHARE

Section 1. Dues Deduction

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Union dues set forth in such form and any authorized increase therein, and shall remit such deductions, along with a list of those employees from whom the deductions were made, monthly to the Illinois Council of Police at the address designated by the Union in accordance with the laws of the State of Illinois. A copy of the dues deduction form is attached herewith in Appendix A.

The Union shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

Section 2. Fair Share

For any employee who chooses not to become a member of the Union and have the standard and ordinary Union Dues deducted from his or her salary, the Union shall provide the County with written notice to regularly deduct a Fair Share fee from the salary of such employee and to transmit this Fair Share fee to the Union. The Union will provide the County with such notice within 30 calendar days after it learns a particular employee chooses not to maintain full membership in the Union. Such Fair Share fee will be established by the Union under the terms and conditions of legislation governing the Fair Share alternative and the established fee shall not exceed the amount of regular Union Dues paid by members of the Union.

When the County makes such deductions for Union Dues or Fair Share fees and remits these funds to the Union, The Union shall indemnify, hold harmless and defend the County of Lake, its Sheriff's Office, its elected officials, agents and employees in any action, complaint or suit or other proceeding which may be brought.

Pursuant to 5 ILCS 315/6(g), the Union recognizes the rights of the non-union employees based upon bona fide religious tenets or teachings of a church or religious body of which such employees are members. These employees, upon proper application to the Union, may be required to pay an amount equal to their fair share to a nonreligious charitable organization mutually agreed upon by the employee and the Union. While these issues are worked out between the Union and the employee, the employee's fair share contributions shall be held in escrow by the Union.

ARTICLE 4 – MANAGEMENT RIGHTS

Section 1.

The Employer hereby retains and reserves unto itself, without limitations all powers, rights, authority, and responsibilities conferred upon and reserved in it by the Laws of the State of Illinois including the following rights, provided that no right is exercised contrary to or inconsistent with other terms of this Agreement:

- A. To determine the organization and operations of the Sheriff's Office.
- B. To determine and change the purpose, composition and function of each of its constituent office and subdivisions.
- C. To set standards for services to be offered to the public.
- D. To determine the overall budget.
- E. To create an organizational structure.
- F. To select new employees, determine examination techniques for new employees and to direct the employees of the Sheriff's Office, including the right to promote, demote, evaluate, transfer and assign work and overtime.
- G. To suspend, demote, discharge and take other disciplinary action or relieve from duty any non-probationary employee covered by this contract for Just Cause.
- H. To establish, implement and maintain an effective internal control program including the establishment, promulgation and enforcement of reasonable rules of conduct and regulations in the workplace.
- I. To determine office, divisions, sections, and work to be performed therein.
- J. To relieve employees from duty because of lack of work or other legitimate reasons determined by the employer.
- K. To determine the number of hours of work and shifts per workweek.
- L. To establish and change work schedules and assignments and transfer employees within and among the divisions of the Sheriff's Office.
- M. To introduce new methods of operation.
- N. To eliminate, contract out work performed by employees covered by this agreement and relocate or transfer work to maintain efficiency.
- O. To direct employees in their tasks.

Section 2.

Nothing in this Agreement shall be construed to modify, eliminate, or detract from the statutory responsibilities and obligations of the Employer, except that the exercise of its rights and furtherance of such statutory obligations shall not be in conflict with the provisions of this Agreement.

ARTICLE 5 – NO STRIKE

Section 1. No Strike Commitment

Neither the Union nor any employee covered by this Agreement will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage 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 Union nor any employee covered by this Agreement shall refuse to cross any picket line, by whoever established, while on duty or while acting in their official capacity.

Section 2. Resumption of Operations

In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request any employee covered by this Agreement to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union 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. Union Liability

Upon the failure of the Union to comply with the provisions of Section 2 above, any agent or official of the Union who is an officer covered by this Agreement may be subject to the provisions of Section 4 below.

Section 4. Discipline of Strikers

Any employee covered by this Agreement who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee covered by this Agreement 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 any employee covered by this Agreement in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE 6 GRIEVANCE AND ARBITRATION

Section 1. Preamble

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is an alleged violation of the provisions of this Agreement raised by an affected employee or the Union. All of the time limits set forth below are of essence. No Grievance shall be accepted or appealed unless submitted within the time limits set forth in Section 2. If the grievance is not timely submitted or appealed, it is waived and cannot be reinstated. Article 6 shall be the exclusive grievance procedure available for the resolution of

employee grievances; and employee covered by this Agreement may not use the Lake County Grievance Procedure, contained in Section 12.1 of the Lake County Employee Policies and Procedures, for the resolution or adjudication of their grievances. For purposes of this Article, "just cause" is generally defined to include, but is not limited to any behavior that is listed as unacceptable in Ordinance 10.1 of the Lake County Personnel Policies and Procedures and other conduct inconsistent with the expectations of an employee of the County and/or Sheriff's Office.

Section 2. Grievance Steps

STEP ONE: An affected Employee, together with his Union representative, or the Union will set forth the grievance in writing, on the form attached herewith in Appendix A and submit it to the immediate supervisor within ten (10) calendar days after its occurrence, or within ten (10) calendar days from the date that the Employee or the Union should have reasonably known of its occurrence. In their grievance, the Employee must state (1) all issue(s) being grieved and all relevant supporting facts; (2) the specific provisions of this Agreement in dispute and the relief sought and; (3) the date that the grievance arose and the date that the grievance was submitted to the immediate supervisor. The immediate supervisor (or his representative) shall schedule a meeting within ten (10) calendar days after the submission of the grievance (the meeting may be held outside of the required time frame by mutual agreement). The immediate supervisor shall render a decision within ten (10) calendar days of the meeting.

The Employee will not be allowed to raise any issues or grievances at Steps Two, Three, or Four that were not raised in the Employee's Step One Grievance.

STEP TWO: If not resolved at Step One, the written grievance shall be presented by the Union to the Division Head within ten (10) calendar days following the receipt of the immediate supervisor's (or their representative) answer in Step One, or the failure of the immediate supervisor's (or his representative) to answer within the ten (10) calendar days as set forth in Step One. The Division Head (or his representative) will schedule a meeting within ten (10) calendar days after submission of the Step 2 grievance (the meeting may be held outside of the required time frame by mutual agreement) with the employee, the immediate supervisor (or his representative) conduct an investigation, if warranted, and render a decision, within ten (10) calendar days of the meeting.

STEP THREE: SHERIFF

If the grievance is not resolved at Step Two, the written grievance shall be submitted in writing to the Sheriff within ten (10) calendar days of receipt of the response from the Division Head at Step Two or the failure of the Division Head to answer within ten (10) calendar days as set forth in Step 2. A meeting shall be held at a mutually agreeable time and place with the Sheriff (or his representative) to discuss the grievance.

If a grievance is settled as a result of such meeting, the settlement shall be reduced in writing and signed by the parties. If no settlement is reached, the Sheriff, or his designated representative, shall render a decision within ten (10) calendar days the meeting.

In the absence of a resolution at Step 3, the grievance may be submitted by the Union to arbitration within ten (10) calendar days after receipt of the answer at Step Three or the failure to answer within ten (10) calendar days as provided at Step 3 by notifying the Sheriff by written notice of the intent to appeal the grievance to arbitration, Thereafter, the parties shall file a joint request with the Federal Mediation Conciliation Services ("FMCS") for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. In the event that at the Sheriff (or his representative) does not sign and submit said request to FMCS or return it to the Union fully signed within fourteen (14) calendar days after receipt by the Undersheriff's representative, the Union may file a request that is consistent with the provisions of this subsection with the FMCS but signed only by the Union with notice to the Undersheriff. The parties agree to request the FMCS to limit the panel to member of the National Academy of Arbitrators who reside within a radius of 100 miles from the City of Chicago. Both the Sheriff (or their representative) and the Union shall each have the right to reject one panel in its entirety, on written notice to the other, within fourteen (14) calendar days of its receipt and request that a new panel be submitted. The Sheriff and the Union shall have the right alternately to strike names from the panel. One party shall strike a name, the other party shall then strike a name, and this procedure shall continue until one name remains. The person remaining shall be the arbitrator. The party shall participate in a coin toss to determine which party shall strike the first name from the panel.

The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and the Sheriff's representatives.

Both parties shall attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator prior to the start of the hearing.

The Employer and/or the Union shall have the right to request that the arbitrator require the presence of witnesses or documents. The arbitrator will determine at the time of the hearing if the witness's testimony is relevant and can be heard and if documents can be admitted. Each party shall bear the expense of its own witnesses, including employee witnesses.

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 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

Step 2. 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, applicable laws, rules and regulations of administrative bodies and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding.

All expenses and fees of the arbitrator shall be split equally between the Employer and the Union.

If a verbatim record of the proceedings is agreed to by both parties or desired by the arbitrator, a court reporter shall be retained. The court reporter attendance fee shall be split by both parties. If a transcript is thereafter ordered, the parties shall split the costs associated with producing the transcripts. If only one party desires a court reporter or a verbatim transcript of the proceeding, that party shall pay for the court reporter and/or the transcript. If either party uses the services of an expert witness such cost shall be borne by that party.

Section 3. Time Limits

- A. Grievances may be withdrawn in writing at any step of the grievance procedure with prejudice. Grievances not submitted within the designated time limits listed in Section 2 will be treated as a withdrawn grievance.
- B. The time limits at any step or for arbitration may be extended in writing by mutual agreement of the parties involved at that particular step.

The Arbitrator shall render his/her decision in writing to the parties within ninety (90) calendar days following the close of the arbitration hearing or the submittal date of briefs, whichever is later. The Arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award.

The decision and award of the arbitration shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

Section 4. Time Off

The grievant(s) and/or Union representative(s) shall not be permitted to investigate and process grievances without the loss of pay during work hours. Witnesses whose testimony is pertinent to the union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings. No employee or Union representative shall leave his/her work to investigate, file or process grievances.

Grievance, investigation and pre-disciplinary meetings conducted by supervisory personnel will be considered time worked and will not be charged against a grievant's or Union grievance representative's benefit time.

ARTICLE 7 – DISCIPLINE

Section 1. Employee Discipline

The Employer shall not discipline or discharge any post-probationary employee without just cause.

Section 2. Corrective Discipline

The Employer agrees with the tenets of progressive and corrective discipline. The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense. Once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct unless new facts or circumstances become known, within a reasonable period of time.

Progressive discipline shall be cumulative.

Section 3. Pre-disciplinary Meeting

Prior to administering any discipline that is an unpaid suspension or discharge, the Employer shall conduct a pre-disciplinary meeting. The Employer shall notify the Union in writing of the meeting. In the notice, the employee shall be informed of his contract rights to Union representation and the reason for the contemplated disciplinary action. At the meeting, the employee and the Union representatives, if present, shall be given the opportunity to respond to the charges.

The Union shall have a local representative available within twenty-four (24) hours of notification regardless of whether such notification is by means of oral, telephonic, or written communications.

Section 4. Right to Union Representation

An employee shall have the right to Union representation at any investigatory interview if employee requests such representation and if the employee has reasonable grounds to believe that the interview may lead to disciplinary action.

ARTICLE 8 – LABOR –MANAGEMENT MEETINGS

Section 1. Labor-Meeting

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate. Such meetings shall be scheduled within seven (7) calendar days of either party submitting an agenda to the other or at a time mutually agreed upon by the parties, and shall be limited to:

- A. Discussion of the implementation and general administration of this Agreement;
- B. A sharing of general information of interest to the parties;
- C. The identification of possible health and safety concerns.

A Union representative and/or two representatives may attend these meetings. The Employer may assign appropriate management personnel to attend.

Section 2. Purpose

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by no more than two Union representatives and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

Section 3.

When absence from work is required to attend "labor-management conferences meetings", a maximum of two (2) employees who have been designated by the Union shall be excused from work without loss of pay. Representatives from both parties attending such conferences shall be limited to four (4) each. Travel expenses associated with any "labor-management meetings" shall be the responsibility of the employee.

ARTICLE 9 – LAY-OFF

Section 1. Definition and Notice

In the event it becomes necessary for the Employer to lay off a non-probationary employee, the Employer shall give the Union at least thirty (30) days' notice of the layoff except in emergency situations wherein such period of notice may be reduced.

Section 2. General Procedures

In the event of a layoff, employees shall be laid off in the work areas deemed necessary by the Sheriff's Office and then the employees based on their job classification, knowledge, skills and abilities needed by that work area.

Section 3. Recall of Laid-Off Employees

The names of laid-off employees shall be placed on a layoff list for twelve (12) months. Employees shall be recalled based on their knowledge, skills and abilities required by the position classification needed by the Sheriff's Office.

ARTICLE 10 – EMPLOYEE SECURITY – PERSONNEL RECORDS

The Employer shall implement the Personnel Records Review Act, as it may from time-to-time be amended (820 ILCS 40/1 et. seq.)

ARTICLE 11 – HOURS AND OVERTIME

Section 1. General Provisions

- A. Purpose of Article - The sole purpose of this Article is to provide a basis for the computation of straight time, overtime, other premium wages, and define hours of work. The Employer's pay records, practices, and other procedures shall govern the payment of all wages.
- B. No Guarantee of Work - Nothing in this Article shall be construed as a guarantee of hours of work. This Article is intended only as a basis for computing overtime consistent with the provisions of the Fair Labor Standards Act. This Article is not intended to establish a right to compensation in any form for time not worked except as specifically provided for in this Agreement.
- C. No Pyramiding - Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

Section 2. Hours of Work and Days of the Week

Employees covered by this agreement shall normally work a 40 hour week, which would normally include eight (8) hours of work in addition to a 60 minute unpaid lunch. Management reserves the right to adjust hours of work and days of the week.

Section 3. Overtime Payment

Non-exempt employees who actually work (excludes paid or unpaid time off) hours in excess of 40 in a week will be credited at an overtime payment of 1-1/2 times their regular straight time hourly rate of pay.

Any hours actually worked in excess of eight (8) hours in a work day or forty (40) hours in a workweek shall be compensated at one and one half (1 ½) times the employee's regular hourly rate. If an employee is called back outside of their normal eight (8) hour day, the employee shall be credited for a minimum of two (2) hours or the actual time worked at the overtime rate, whichever is greater. These hours shall be counted as straight time in determining the employee's weekly total.

Full time employees may convert overtime hours into compensatory time at one and one-half times their regular straight time hourly rate up to a maximum of 170 hours of compensatory time in a calendar year (140 hours effective January 1, 2018).

Leave time (i.e. vacation, sick, personal, holiday, etc.) does not qualify as hours actually worked. Thereby, such hours will not be included or considered to determine overtime or compensatory time eligibility.

Compensatory time may be granted at such times that are mutually agreed upon between the employee and a supervisor; permission to utilize compensatory time shall not be unreasonably denied by the supervisor if operational requirements will not be adversely affected. Compensatory time shall be granted in two (2) hour increments.

During a calendar year, Employees may accrue a maximum of 170 hours of compensatory time (140 hours (effective January 1, 2018). All compensatory time must be used or cashed out by the end of the first pay period in November of every year. Any unused compensation time shall be paid out of the second paycheck in November.

See Appendix B Side Letter.

ARTICLE 12 – LEAVES OF ABSENCE

Section 1. Leave

The Employer shall grant leaves of absence pursuant to Sections 4-3, Military Training Leave and Military Leave of Absence; 4-4, Jury Duty;; 4-6, Voting time; and 4-8, Leave of Absence, of the current Lake County Personnel Policies and Procedures Ordinance as they may from time-to-time change and shall be continued pursuant to this Agreement.

The following employees will not accrue sick leave benefits: employees who are on an unpaid leave of absence (including but not limited to unpaid FMLA leave, extended medical leave of absence, or personal leave of absence), employees who are receiving IMRF disability benefits, and employees receiving worker's compensation benefits.

Section 2. FMLA Concurrent with Other Leaves

An employee who is on an approved paid or unpaid leave (to include Worker Compensation) and such leave meets the qualifications of the Family Medical Leave Act, the employee shall be required to take a Family Medical Leave concurrently with the approved leave.

Section 3. Treatment on Seniority

A Bargaining Unit Employee shall retain seniority while on a leave provided for under this Article. However seniority shall not accrue for any period that an employee is on an approved unpaid leave (employee does not receive pay through the County's payroll).

Section 4. Sick Leave

- A. The sick leave program enables eligible employees to use sick leave in the event of illness or injury that prevents them from performing the duties of their job. If an employee has accrued sick leave time, he will be paid for approved absences that occur during normally scheduled work hours. Employees may use their accrued sick leave for their own health condition to include medical appointments or to care for an immediate family member who requires the employee's care and attention. (See section on FMLA leave for definition of "immediate family member".) Sick leave may not be used as a substitute for vacation leave or for hours that the employee was not scheduled to work.

- B. Sick leave may be used for time missed due to medical appointments if the employee receives prior approval from his immediate supervisor, and the appointment is scheduled so that it is not unduly disruptive of the employee's work schedule or the department's operations.

- C. Employees may start to use their accrued sick leave benefits once the employee has worked one full calendar month of employment with the Sheriff's Department.

Section 5. Rates of Accrual

Sick leave benefits will accrue on a monthly basis. Eligible full-time employees will accrue one (1) sick day for each month worked, for a total of 12 sick days per year.

Section 6. Sick Leave Compensation

To receive compensation for sick leave, an employee must notify his immediate supervisor of his intended absence prior to the start of each workday that the employee will not be at work. Sick Leave shall not be paid unless the employee receives written documented or verbal approval from their supervisor for the requested day(s). If any employee misses more than one day of work, the employee is still required to call in prior to the start of each workday unless the employee has been placed on an approved FMLA leave or medical leave of absence. If an employee is requesting to use sick leave for a medical appointment, the employee must notify his immediate supervisor as soon as the appointment is scheduled.

- A. When giving notice of an intended absence, the employee must comply with any policy or order issued by his immediate supervisor regarding the time and manner of notification. Failure to comply with the department's policy or order may result in the denial of sick leave benefits and/or disciplinary action. Employees who fail to comply with notification requirements may be considered absent without approved leave.
- B. Upon request, the employee may be required to submit a physician's statement to verify that the employee was under doctor's care and/or to confirm that the employee is fit to return to duty and can perform the essential functions of his job. If an employee has received work restrictions from a physician, the employee must communicate those restrictions to his immediate supervisor before the employee returns to work.
- C. Failure to provide a physician's statement or requested documentation may delay the employee's return to work and may result in disciplinary action and/or the denial of paid benefit time.
- D. Prior to returning to work, an employee may be required to have a fitness for duty examination conducted by a physician of the Sheriff's Office's choosing and at the Sheriff's Office's expense.

- E. The immediate supervisor may direct an employee who appears ill to use sick leave time or unpaid leave time and leave work to protect the health of other employees.
- F. An employee may be disciplined and/or denied the use of paid benefit time if the employee's attendance record reflects an abuse of sick leave. Evidence of such abuse may include, but is not limited to, a pattern of missed Monday's and/or Friday's (i.e. first of last day of the work week) or of attempts to use sick leave the day after and/or the day before a regularly scheduled day off (i.e. paid holiday, vacation day, compensatory day, personal day or a combination thereof).
- G. The immediate supervisor or Division Head (or his designee) may direct an employee to leave work if there is reason to believe that the employee is unable to perform the essential functions of his job with or without a reasonable accommodation or if the employee has presented work restrictions that prevent the employee from performing the essential functions of his position with or without reasonable accommodation. If the employee does not have benefit time available to cover such an absence, the absence may be unpaid.
- H. If an employee misses more than three (3) consecutive calendar days from work due to an illness or injury that appears to qualify as a serious health condition, the Sheriff's Department may place the employee on a designated FMLA leave and require that employee to comply with the requirements of the Sheriff's Department's FMLA policy. (See Section 4.8 (A) FMLA Lake County Employee Policies and Procedures for further details).
- I. Sick leave may be taken in no less than one half (1/2) hour increments.
- J. Hours paid for sick leave are considered non-working hours and shall not be used in the computation of hours worked in excess of 8 hours in a day or 40 in a week for which the FLSA overtime premium is applied.
- K. When an employee is on authorized leave with pay, sick leave continues to accrue.
- L. Unused sick leave will be accumulated in the employee's sick leave bank and the balance may be carried forward for use in subsequent years. Currently, there is no restriction on the amount of sick leave that employees may carry in their sick bank, but there are restrictions on how much reimbursement employees may be eligible to receive for their sick leave as provided below.

Section 7: Compensation for Unused Sick Leave

- A. Reimbursement at End of Employment: Employees who leave the Sheriff's Department employment in good standing and have at least thirty (30) unused sick leave days in their sick bank on the last day of their employment may receive reimbursement at 50% value for all unused sick leave accumulated up to a maximum of sixty (60) sick leave days.

Section 8. Notification of Balances

Employees shall be notified in writing of all forms of leaves and personal days balances, including vacation, sick leave, holidays, etc., via their payroll check stub. The Employer may provide such information on a more frequent basis upon employee's request.

Section 9. Personal Leave Days

Personal leave for up to three (3) days, of each calendar year, is granted to every full-time employee so that employees may receive paid time off to transact personal business. Personal Leave shall not be paid unless the employee receives written documented or verbal approval from their supervisor for the requested day(s).

- A. Personal leave is time granted for discretionary purposes to every full-time Sheriff's Department employee for three (3) days of each calendar year, which they are on the Sheriff's Department payroll on the first day of the year. Employees not on the payroll on January 1st, but who go on the payroll later in the year, may accrue personal leave in accordance with the following table:

Date of Employment or of Return from Leave of Absence	Number of Personal Leave Days Allowed for Remainder Of Calendar Year
After January 1, but before February 14	3
After February 15, but before April 14	2.5
After April 15, but before June 14	2
After June 15, but before August 14	1.5
After August 16, but before October 14	1
After October 15, but before December 14	.5
After December 15, but before January 1	0

- B. Requests for personal leave should be submitted, a minimum of twenty-four (24) hours prior to the day off in order to minimize any disruption to department operations. Supervisors may deny a personal leave request if the leave would interfere with the efficient and effective operations of the department.
1. An employee shall not receive pay for unused personal leave. In addition, at the termination of an employee's service, there shall be no payment for unused personal leave.
 2. Personal leave can be taken after 30 calendar days of employment.
 3. Personal leave credit will not be split into less than one half (1/2) hour increments.
 4. Employees may not carry over unused personal leave from one calendar year to another.

ARTICLE 13 – VACATIONS

A. Accrual Rates for Vacation Leave

1. Full-time employees accrue vacation leave credit on a bi-weekly basis for each bi-weekly pay period they receive pay through the County's payroll at the following rates (according to years of active and continuous service)

(1) 1-5 years of service	10 working days
(2) 6-12 years of service	15 working days
(3) 13+ years of service	20 working days

Example: Mary began work on February 1, 2000. On February 1, 2005, she completed five (5) years of continuous active service. During the twelve (12) months preceding her anniversary on February 1, 2005, Mary accrued two (2) weeks of vacation leave. However, when Mary started her sixth year of employment on February 1, 2005, her accrual rate increased to three (3) weeks per year.

2. New employees become eligible to use accrued vacation leave credit after six (6) months of employment. Vacation leave credit is applied retroactively to the date the employee started working for the Sheriff's Department.
3. Employees who work full-time for less than 12 months of the year will accrue full benefits for the months worked and no benefits for the months not worked.

4. Employees will not accrue vacation leave credit while they are on an unpaid leave (including, but not limited to unpaid FMLA leave, extended medical leave, or personal leave of absence) or when they are receiving IMRF disability payments. Also, the employee's accrual rate for vacation leave credit will be based on the time that the employee has been on the County payroll. If the employee has been on an unpaid leave or on IMRF disability leave, that time will not be counted when figuring the employee's length of service and accrual rate. For instance, if an employee is in her sixth year of employment with the Sheriff's Department, but has not been on the payroll for more than five years (due to unpaid leave or IMRF disability), the employee will only accrue two weeks of vacation per year.
5. Break in service: Employees who leave their employment with the Sheriff's Department in good standing, and are ultimately re-hired within 24 months, may have their accrual rate reinstated.

B. When Vacation Leave May be Taken

1. No employee may take vacation leave within the first six (6) calendar months of employment, and no payment for annual leave credit accrued is paid to an employee separated from service with less than six months of continuous service.
2. Any employee who has completed six (6) months of continuous service may take annual leave as it is accrued, under conditions established by the Sheriff's Office in accordance with this section.
3. Employees must submit their request for vacation leave to their immediate supervisor at least two (2) weeks in advance of the intended absence and indicate the date and duration of the leave time requested. The immediate supervisor may require this notification in writing. Vacation leave shall not be paid unless the employee receives written documented or verbal approval from their supervisor for the requested day(s). The immediate supervisors may waive the notification in emergency situations when advance approval cannot be obtained. The immediate supervisor may deny a leave request if it interferes with the efficient and effective operation of the Service Area. Leave time should be scheduled so that temporary help is not required or overtime payments made to present employees.

4. If a holiday occurs during an employee's general leave period, an additional day of general leave time will be allowed.
 - a. Employees will not be permitted to accrue more than 330 hours of vacation leave time. Employees will stop accruing vacation leave credit if their vacation leave time balance exceeds 330 hours and employees who leave the Sheriff's Department will not receive monetary reimbursement for any hours that exceed the 330 hour limit.
 - b. Vacation leave time shall not be split into less than one half (1/2) hour increments.
 - c. Vacation Leave time shall be applied toward the use of the Family and Medical Leave Act after the exhaustion of sick leave.
 - d. Transfers: An employee who transfers from one Sheriff's Office to another County Department shall retain vacation leave accrued and remain in continuous service for purposes of earning future vacation leave. The department from which he transferred shall certify, in writing, the leave balance as of the date of transfer.
 - e. Terminations: Upon the termination of an employee eligible to use vacation leave, (i.e. one who has been actively employed a minimum of six (6) consecutive months), all accumulated leave credit will be paid as of the date of termination on his or her final check, up to a minimum of 330 hours.

ARTICLE 14 – WAGE RATES

December 1, 2015 – 2.5% increase

December 1, 2016 –2.25% increase

December 1, 2017 – Re-opener regarding wages (annual percentage increase)

Employees will be reclassified into the new job classifications established by the 2015 Compensation Plan. The affected employee's new hourly rate of pay will be changed to the pay range minimum effective with the County Board's ratification of the contract and is retroactive to December 1, 2015. Employees will then receive the annual increase retroactive to December 1, 2015. Employees currently above the salary structure listed below will remain frozen until the range catches up. The new classifications shall be as follows:

December 1, 2015:

Position	Minimum	Mid-Range	Maximum
Administrative Clerk	\$14.86	\$18.56	\$ 22.26
Administrative Assistant	\$16.49	\$20.63	\$24.76
Administrative Assistant II Foreclosure Specialist Accounting Clerk	\$18.65	\$23.32	\$27.98

December 1, 2016:

Position	Minimum	Mid-Range	Maximum
Administrative Clerk	\$15.08	\$18.98	\$22.76
Administrative Assistant	\$16.74	\$21.09	\$24.76
Administrative Assistant II Foreclosure Specialist Accounting Clerk	\$18.65	\$25.32	\$28.61

Discretionary Proficiency Incentive Program

Employees shall be eligible to receive a 3% performance increase on the completion of 5th, 10th, 15th and 20th anniversary provided:

- Their last two evaluations averaged a 3.75 or higher
- The employee does not have any adverse personnel actions in the prior two years
- The employee satisfactorily completes a proficiency evaluation (which may include the successful completion of a special project).

Employees will receive these performance increases in the years that Proficiency Increases have been granted to non-union employees. If the County Board does not budget for the performance/proficiency increase in any given year, those employees who are eligible may receive the increase (provided they successfully accomplish established goals and objectives) in the next year the Proficiency Increase is approved by the County Board.

Eligible employees may receive the incentive after successful completion of tasks and objectives determined during the previous budget year/process.

December 1st through December 31st--Special projects and tasks will be developed and discussed with employees. The department will also:

1. Determine and communicate to the eligible employee methods to measure the successful accomplishment of established task/special projects.
2. Determine and communicate to the eligible employee a date during the fiscal year when the established task/special projects will be evaluated to determine successful accomplishment.

January 1st through November 30th - Departments will gather information to determine if the eligible employee has successfully accomplished goals and objectives. The earliest an employee may receive the incentive is March of any fiscal year. The incentive will be effective on the date the goals have been accomplished.

ARTICLE 15 – INDEMNIFICATION

Section 1. Employer Responsibility

The Employer shall hold any employee covered by this Agreement harmless from and pay for damages or moneys which may be adjudged, assessed or otherwise levied against any employee covered by this Agreement, while acting within the scope of his employment.

The Employer shall not be responsible for any punitive damage findings rendered against the employee who is judged by a court to have acted outside of the scope of their employment duties.

Section 2. Legal Representation

Any employee covered by this Agreement shall have legal representation by the Employer in any civil cause of action brought against an employee covered by this Agreement resulting from or arising out of the performance of duties within the scope of his employment.

Section 3. Cooperation

In order to receive the benefits of this Article, any employee covered by this Agreement 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 any employee covered by this Agreement is acting within the scope of his employment and where the employee covered by this Agreement cooperates, as defined in Section 3, with the Employer in defense of the action(s) or claim(s).

ARTICLE 16 – SENIORITY

Section 1. Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service within classifications of employment covered by this Agreement from the date of last hire.

Section 2. Seniority List

The Employer shall prepare a list setting forth the present seniority dates for all Employees covered by this Agreement and shall become effective on the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting any employee covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through Section 6, Seniority Tie Breaking.

Section 3. Personal Day Selection

Any dispute within a unit as to the selection of a personal day shall be first-come first-served.

Section 4. Termination of Seniority

An employee shall have his seniority broken when he:

- A. quits and is not reemployed within 12 months
- B. is discharged; or
is absent without leave for three (3) consecutive working days without notifying the Sheriff's Office absent extenuating circumstances that prevented the employee from contacting the employer, satisfactory to the employer; 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 Lake County;

Section 5.

Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence.

Section 6. Seniority Tie Breaking

In the event two or more employees have the exact same date of hire, seniority of the affected employees shall be determined first by the date of their completed Application for Employment and if still tied by a lottery drawing performed by the Employer.

ARTICLE 17 – ICOP’S REPRESENTATIVES

Section 1. Union Negotiating Team

No more than two (2) employee members shall be designated as being on the Union negotiating team who are scheduled to work on a day on which negotiations will occur, who shall, for the time spent at negotiations, be excused from their regular duties without loss of pay. Attendance at a bargaining session is conditioned upon operational demands that shall be determined by the employer. If a designated Union negotiating team member is on a regular day-off status on the day of negotiations, he will not be compensated for attending the session.

ARTICLE 18 – BULLETIN BOARDS

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

ARTICLE 19 – LEAVES OF ABSENCE

Leaves of Absence will be provided in Section IV-LEAVES OF ABSENCE of the Lake County Employee Policies and Procedures, which are in effect on the date that this Agreement is approved by the County Board. However, if the County revises, amends, changes or deletes any part of the above referenced policy, the employees shall be informed regarding policy changes in the same manner as the non-represented employees.

ARTICLE 20 – HOLIDAYS

Section 1. Amounts

Employees may have time off, with full salary payment on the following holidays:

<u>Holiday Type</u>	<u>Holiday Name</u>
Fixed	New Year's Day
Floating	Martin Luther King's Birthday
Floating	Lincoln's Birthday
Floating	Floating Holiday
Fixed	Memorial Day
Fixed	Independence Day
Fixed	Labor Day
Floating	Columbus Day
Floating	Veteran's Day
Fixed	Thanksgiving Day
Fixed	Day after Thanksgiving
Fixed	Christmas Eve Day
Fixed	Christmas Day

When an authorized holiday falls on Sunday, the following Monday shall be observed as the holiday. When an authorized holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

Section 2. Holiday during Vacation

When a holiday falls within a period of paid leave (i.e. vacation, personal, annual leave) the holiday shall not be counted as a workday in computing the amount of leave time deducted.

Section 3. Eligibility

To be eligible for holiday pay, an employee must have been employed for fifteen (15) calendar days prior to the holiday. An employee must have worked or have been on a paid authorized leave on the workday before and after the paid holiday. An employee must be actively on the payroll on the workday immediately preceding and on the workday immediately following a holiday to be eligible for that holiday.

Section 4. Carryover

Holidays and floating holidays may not be carried over from one fiscal year to another. Any holidays and floating holidays not used by the end of the fiscal year or paid out pursuant to Section 5 will be forfeited.

Section 5. Payment in Lieu of Holiday Leave Taken

Because the Office of the Sheriff remains open on some holidays, the Employer may require staff to work on those holidays. The employer shall determine the number of employees required for operational needs on those days. Employees will be allowed to volunteer to work and receive an extra full day of pay at time and one half. Employees will be allowed to carry over a total of three (3) holidays (combined Floaters/Paid Holidays) into the next year, with the limitation that the carry over must be used by the end of the first quarter (March 31st) of the new year, or it will be lost.

ARTICLE 21 – EMPLOYEE DEVELOPMENT AND TRAINING

Section 1. Educational Payment

The Employer agrees to provide tuition reimbursement and education and training opportunities consistent with Section 7-8, Tuition Reimbursement and Staff Development of the Lake County Personnel Policies and Procedures Ordinance.

ARTICLE 23 – CERTIFICATION

Records employees covered by this Agreement shall be required to obtain a Law Enforcement Agency Data System (LEADS) Operators Less Than Full Certification in order to successfully pass their probationary period, and such certification shall be maintained as a condition of employment.

Failure to maintain a current and active certification required by the Sheriff's Office for any period beyond 15 days after expiration will result in disciplinary action up to and including termination.

ARTICLE 24 – INSURANCE

Section 1. Insurance Benefits

- A. Bargaining unit employees under this agreement shall continue to receive the same health, life, dental and other insurance benefits at the same employee/dependent premium cost as non-union employees.

- B. Right to Select Carrier: The County reserves the right to provide this insurance through a self-insured plan or under any group policy or policies issued by an insurance company or insurance companies selected by the County.

C. The County reserves the right to provide alternate insurance carriers, health maintenance organizations or self-insurance as it deems necessary.

ARTICLE 25 – GENERAL PROVISIONS

Section 1.

The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee covered by this agreement whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent.

Section 2.

The Employer agrees to pay all expenses for inoculation or immunization shots for the employee and for members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where an employee covered by this contract has been exposed to said disease in the line of duty.

Section 3.

Employees covered by the terms and conditions of this contract shall also enjoy the benefits under Section VII of the Lake County Personnel Policies and Procedure Ordinance, Employees Benefits and Safety. Where the terms and conditions of this contract specifically conflict with Section VII of the Lake County Personnel Policies and Procedure Ordinance, the Employer agrees to abide by the terms and conditions of this Agreement.

ARTICLE 26 – 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, if appropriate.

ARTICLE 27 – AUTHORITY TO CONTRACT

Section 1. Prevailing Rights

The parties acknowledge that during the negotiations resulting 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. Therefore, the County and the Union for the duration of this Agreement, each voluntarily and non-qualified, 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 or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. This agreement may only be amended during its term by the parties' mutual agreement in writing.

ARTICLE 28 – DRUG AND ALCOHOL POLICY

A. The Sheriff's Office prohibits the unlawful presence or use of controlled drugs and alcohol in the workplace. The intent of this policy is to comply with the Drug-Free Workplace Act of 1988. This is to reiterate, and state in a formal way, our policy regarding the work-related effects of drug and alcohol use and the unlawful possession of controlled substances on company premises.

1. Employees are expected and required to report to work on time and in appropriate mental and physical condition for work. Individuals under the influence of unlawful controlled substances or alcohol are not in the appropriate mental and physical condition for work.
2. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol during normal work hours or on Health Department premises is absolutely prohibited and adherence to this policy is a term and condition of employment and its violation will result in disciplinary action up to and including termination.
3. Employees must, as a condition of employment, report any conviction under criminal drug statute for violations occurring on or off Health Department business. A report of a conviction must be made within five (5) working days after the conviction. (This requirement is mandated by the Drug-Free Work Act of 1988.)

4. The Employer recognizes drug and alcohol dependency as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use our confidential employee assistance program and health insurance plans, as appropriate. Reasonable accommodation will be made to assist efforts to seek such help.
5. As part of our established and ongoing awareness program for all employees on the dangers of drug and alcohol abuse in the workplace, this policy will be discussed with new employees. All employees are requested to sign an acknowledgement that he/she has received a copy of our Drug and Alcohol Free Workplace Policy and the compliance with the policy is a term and condition of employment.

B. Random Drug and Alcohol Testing of Employees

Conducted throughout the year on a random, unannounced basis according to the following guidelines:

1. Employees are subject to unannounced random drug and alcohol testing during all periods on duty.
2. The County will not require employees to come in for a call-out assignment for the sole purpose of random testing.
3. Frequency of Testing - The County may conduct up to four random drug tests every calendar year. No more than 3 employees per test shall be administered the test per for each of the four test.

C. Reasonable Suspicion Drug and Alcohol Testing

Conducted when a supervisor observes behavior or appearance that is characteristic of an individual who is currently under the influence of or impaired by alcohol, impaired by drugs, or a combination of alcohol and drugs, according to the following guidelines:

1. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee.
2. A "trained supervisor" is one who has received at least two (2) hours of training in the signs of alcohol and drug use, including at least sixty (60) minutes of training on drug use and at least sixty (60) minutes of training on alcohol use.
3. The employee is entitled to Union representation before being questioned in connection with a reasonable suspicion determination, if so requested by the employee.

DRUG AND ALCOHOL TESTING PROCEDURES

A. Alcohol Testing Procedures

1. There are three categories of test results:
 - 1) Blood Alcohol Concentration (BAC) below 0.02 equals a negative result.
 - 2). BAC between 0.02 and less than 0.04 requires the employee to be removed from the workplace for 24 hours.
 - 3). BAC equal to or greater than 0.04 equals a positive result.
 - a. Federal rules and regulations require breath testing to be done on Evidential Breath Testing (EBT) devices approved by the National Highway Traffic Safety Administration (NHTSA). A screening test is conducted first. Any result less than 0.02 blood alcohol concentration is considered negative. If the blood alcohol concentration is 0.02 or greater, a second confirmation test must be conducted.

B. Drug Testing Procedures:

1. In conformity with Federal rules and regulations, drug testing is conducted by analyzing an employee's urine specimen. The Analysis is performed at laboratories certified and monitored by the Department of Health and Human Services for the following drugs:
 - a. Marijuana (THC metabolite)
 - b. Cocaine
 - c. Opiates (morphine and codeine)
 - d. Phencyclidine (PCP)
 - e. Amphetamines

The testing is a two stage process. First a screening test is conducted. If it is positive for one or more of the drugs listed above, then a confirmation test is conducted for each identified drug. The confirmation test is a gas chromatography/mass spectrometry (GC/MS) analysis.

- a. If an employee is taking a prescription medication in conformity with the lawful direction of the prescribing physician or a non-prescription medication in conformity with the manufacturer's specified dosage, a positive test result consistent with the ingredients of such medication will not constitute cause for discipline for engaging in prohibited drug-related conduct. The County may require an employee to

provide evidence that any prescription medication has been lawfully prescribed by a physician for the employee.

Regardless of the above paragraph, an employees may still be subject to discipline, up to an including termination from employment in accordance with the collective bargaining agreement, if they fail to comply with the "Reporting Requirements for Prescribed Controlled Substances" contained under Section IV.

C. Medical Review Officer (MRO)

The Medical Review Officer will be a licensed physician designated by the County as the person responsible for receiving laboratory results generated by the County's drug testing program. The MRO shall have knowledge of substance abuse disorders and have the appropriate medical training to interpret and evaluate an employee's positive test result together with his medical history and any other relevant biomedical information.

D. Substance Abuse Professional (SAP)

The Substance Abuse Professional shall be a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

CONSEQUENCES OF POSITIVE TEST RESULTS

A. Confirmed Breath Alcohol Test Result between 0.02 and less than 0.04

An employee with a confirmed breath alcohol concentration result between 0.02 and less than 0.04 must undergo a second confirmation test. If the second test result is between 0.02 and less than 0.04, the employee shall be removed from duty without pay for twenty-four (24) hours and may be subject to discipline up to and including termination from employment in accordance with the collective bargaining agreement.

B. Confirmed Breath Alcohol Test Result of 0.04 or greater or Other Prohibited Alcohol Conduct

1. An employee with a breath alcohol concentration test result of 0.04 or more, or who has otherwise violated the rules on prohibited alcohol-related conduct shall be immediately removed from duty. Since engaging in prohibited alcohol-related conduct may constitute

cause for discharge, the employee may be subject to discipline up to and including termination from employment in accordance with the collective bargaining agreement.

2. Under no circumstances may an employee return to duty until he:
 - a. Is evaluated by a Substance Abuse Professional (SAP); and
 - b. Complies with and completes any treatment program recommended by the SAP; and
 - c. Completes the return to duty breath alcohol test with a result indicating an alcohol concentration of less than 0.02.
3. If an employee is allowed to return to duty, he will be subject to at least six (6) unannounced follow-up tests during the first twelve (12) months following his return to duty. This follow up testing may be extended for up to an additional 36 months if the County believes that further testing is necessary.
4. If the Substance Abuse Professional determines that follow-up testing is no longer necessary, it may be terminated after the first six (6) follow-up tests.

C. Confirmed Positive Urine Drug Test

1. An employee who tests positive for any of the prohibited controlled substances, or who has otherwise violated the rules on prohibited drug-related conduct set forth above shall be immediately removed from duty. Since engaging in prohibited drug-related conduct may constitute cause for discharge, the employee may be subject to discipline up to and including termination from employment in accordance with the collective bargaining agreement.
2. Under no circumstances may an employee return to duty until he:
 - a. Is evaluated by a Substance Abuse Professional (SAP); and
 - b. Complies with and completes any treatment program recommended by the SAP; and
 - c. Completes the return to duty testing requirements.
3. If an employee is allowed to return to duty, he will be subject to at least six (6) unannounced follow-up tests during the first twelve (12) months following his return to duty. This follow up testing may be extended for up to an additional 36 months if the County believes that further testing is necessary.
4. If the Substance Abuse Professional determines that follow-up testing is no longer necessary, it may be terminated after the first six (6) follow-up tests

D. Refusal to Take a Drug or Alcohol Test

Any employee who refuses to undergo required testing, as set forth in this policy, shall be considered as having tested positive and shall be immediately removed from duty and shall receive disciplinary action up to and including termination.

CONFIDENTIALITY OF DRUG AND ALCOHOL TEST RESULTS

Drug and alcohol test results will be treated in a confidential manner. An employee's supervisor may be informed on a need to know basis of the results of such tests. Employees who wish to review their own drug and alcohol test results must submit that request in writing to the Director of Human Resources.

ARTICLE 29 – DURATION

Section 1. Term of Agreement

This Agreement shall be effective from the date this Agreement is approved by the Lake County Board and shall remain in full force and effect until November 30, 2018. It shall continue in effect from year-to-year thereafter unless either party notifies the other in writing by certified mail at least ninety (90) days preceding the expiration of this agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. 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 written date of receipt. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement during the period of negotiations, written notice must be given to the other party not less than 30 days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____, 2017.

FOR THE EMPLOYER

FOR THE UNION:

Aaron Lawlor, Chairman
Lake County Board

Mark C. Curran, Jr., Sheriff
Lake County

Carla N. Wyckoff
County Clerk

APPENDIX A

**I.C.O.P.S. APPLICATION FOR MEMBERSHIP AND DUES DEDUCTION
AUTHORIZATION**

**I.C.O.P.S. APPLICATION FOR MEMBERSHIP
AND DUES DEDUCTION AUTHORIZATION**



I hereby voluntarily apply for membership in **Illinois Council of Police** and authorize said Union to represent me as my exclusive collective bargaining representative to negotiate on my behalf all terms and conditions of employment, either into agreements on my behalf and to otherwise represent me in any and all claims and matters arising out of my employment. I hereby agree to be bound by the Constitution and By-Laws of the **Illinois Council of Police** and by any collective bargaining agreements negotiated by the Union with my Employer.

I authorize and direct my Employer _____
to deduct from my wages each pay period as provided by the Agreement between the Union and said Employer the monthly dues which may be charged by the Union in order to maintain my membership in good standing.

Unless this authorization is revoked by me by notice to my Employer as permitted under law, the authorization shall continue in force and effect until expiration of the collective bargaining agreement and thereafter or under successive collective bargaining agreements.

Print Name _____ Job Title _____

Signature _____ Date _____

Address _____
Street City State Zip

Telephone _____ Cell _____

White-Union copy

Yellow-Payroll copy

Pink-Member copy

APPENDIX B

Side Letter

The parties agree that the compensatory time provisions of this Agreement shall not be referenced or introduced into evidence in any negotiations or interest arbitration proceeding involving other employee groups of the Sheriff's office.