AGREEMENT

Between

ILLINOIS COUNCIL OF POLICE
ANIMAL CARE AND CONTROL CHAPTER

And

LAKE COUNTY HEALTH DEPARTMENT

December 1, 2018 – November 30, 2021

Lake County Health Department/ Lake County Board

And

Illinois Council of Police

Animal Care and Control

December 1, 2018-November 30, 2021

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PREAMBLE

This Agreement is entered into by and between the Lake County Health Department and Community Health Center, 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 Health Department and Community Health Center 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 Health Department and Community Health Center 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:

A.) "Employer" refers to the Lake County Health Department and Community Health Center

B.) "Employee" refers to all bargaining unit employees who work in the Lake County Health Department and Community Health Center Animal Care and Control Unit and are in a classification covered by this Agreement, whether in a probationary, or non-probationary, full-time status.

C.) "Immediate Supervisor" shall be defined as those employees identified by the County with supervisory responsibilities and is outside the Bargaining Unit.

D.) "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 accepts a different position covered by this agreement shall serve a probationary period of six (6) months.

Any employee serving probationary period as a result of being promoted to or demoted from a position within the bargaining unit to another position within the bargaining unit may be dismissed for unsatisfactory job performance, on an at-will basis and without recourse to the grievance procedure, 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. Any disciplinary actions (non-job performance) against a "six (6) month" probationary employee shall be subject to the "just cause" test and may be challenged through the Grievance procedure in Article 6 of this Agreement.

E.) "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:

a. Included: All employees in the Animal Control and Care Department of the County of Lake in the following titles: Warden; Receptionist; Animal Bite Report Processor; Kennel Technician.
b. Excluded: All other persons employed by the County of Lake Animal Control and Care Department in the following titles: Program Coordinator; Assistant Program Coordinator; Principal Accounting Specialist; all supervisory, managerial and confidential employees as defined by the Illinois Public Labor Relations Act; and all other employees of the County of Lake.

Newly hired 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.

Employees who accept another position and place on probation may be disciplined, discharged, laid off, or otherwise dismissed, on an at will basis, at the sole discretion of the Employer. Neither the termination of employment nor any disciplinary action taken may be a subject of or appealed through any grievance procedure provided the reason is due to the ability to successfully perform the new job requirements.

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

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.

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 Health Department.
b. To determine and change the purpose, composition and function of each of its constituent departments 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 Health Department, 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 departments, 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 Health Department.
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 whomever 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 the Union. All of the time limits set forth below are of the 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 16 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 Health Department and Community Health Center Grievance Procedure, contained in Section 12.1 of the Lake County Health Department and Community Health Center 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.

Section 2. Grievance Steps

STEP ONE: The Employee, with their 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 (or their representative) within ten (10) calendar days after its occurrence, or within ten (10) days from the date that the Employee 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 their 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).*

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 Service Area Director (or their representative) 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 their representative) to answer in Step One, or the failure of the immediate supervisor's (or their representative) to answer within the ten (10) calendar days as set forth in Step One. The Service Area Director (or their representative) should attempt to resolve the grievance as soon as possible, and therefore will schedule a meeting with the employee, the immediate supervisor (or their representative) shall then render a decision, based on the information supplied during the meeting and any investigation prior and subsequent to the meeting, within ten (10) calendar days of the meeting.

STEP THREE: If not resolved at Step Two, the written grievance shall be presented by the Union to the Director of Human Resources of the Health Department (or their representative) within ten (10) calendar days following the receipt of the immediate supervisor's (or their representative) answer in Step Two, or the failure of the immediate supervisor's (or their representative) to answer within the ten (10) calendar days as set forth in Step Two. The Director of Human Resources (or their representative) should attempt to resolve the grievance as soon as possible, and therefore will schedule a meeting with the employee, the immediate supervisor (or their representative), and the employee's Union Representative within ten (10) calendar days after receipt of the grievance from the Union. The Director of Human Resources (or their representative), and the Employee's Union Representative within ten (10) calendar days after receipt of the grievance from the Union. The Director of Human Resources (or their representative) shall then render a decision, based on the information supplied during the meeting and any investigation prior and subsequent to the meeting, within ten (10) calendar days of the meeting.

STEP FOUR: If the grievance is not resolved in Step Three, the grievance shall be submitted in writing to the Executive Director (or their representative) within ten (10) calendar days from the receipt of the Step Three response from the Director of Human Resources (or their representative) or answer within ten (10) calendar days as set forth in Step Three. A meeting may be held at a mutually agreeable time and place with the Executive Director (or their representative) to discuss and try to resolve the grievance. If a grievance is settled as a result of that meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Executive Director (or their representative) shall give the Union the Employer's answer within ten (10) calendar days from the date the Executive Director (or their representative)

received the Step Three grievance or, if applicable, within ten (10) days from the date of their meeting.

STEP FIVE: **ARBITRATION** If the answer at Step Four is unsatisfactory and the grievance is subject to arbitration, the grievance may be submitted by the Union for binding arbitration within ten (10) calendar days after receipt of the Executive Director's answer at Step Four or the failure of the Executive Director to answer within ten (10) calendar days as set forth in Step Four. Only the Union may submit a grievance for binding arbitration. The Union must serve by Certified U.S. Mail the Director of Human Resources with written notice of intent to appeal a grievance to Step Five arbitration within ten (10) calendar days. The Union may serve notice via personal service if it can secure the written acknowledgement of receipt by the Director of Human Resources.

The parties shall attempt to agree on an arbitrator within fourteen (14) calendar days. The arbitrator shall be notified of the arbitrator's selection by a joint letter from the employer and the Union, requesting that he set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue that the parties agree will be subject the subject of arbitration.

In the absence of agreement on a neutral arbitrator, 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 Director of Human Resources (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 Director'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 Director of Human Resources. 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 Director of Human Resources (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 Director of Human Resources 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 Director's representatives.

Both parties agree to 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 the Union shall have the right to request the arbitrator to require the presence of witnesses. The arbitrator will determine at the time of the request or during the hearing if the witness's testimony is relevant and can be heard. Each party shall bear the expense of its own witnesses.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the questions of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall neither amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement.

All expenses and fees of the arbitrator of the arbitrator shall be final and binding on the Employer and the Union.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. 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 Step Five arbitration may be extended in writing by mutual agreement of the parties involved at that particular step.

c) 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, except there will be no automatic advancement to Step Five.

The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent Arbitrator(s) during the term of this

Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

The Arbitrator shall render his/her decision in writing to the parties within thirty (30) 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 final and binding to the Union, employee(s) and County. Such decision 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 grievance representative(s) will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. No employee or Union representative shall leave his/her work to investigate, file or process grievances without first notifying and making mutual arrangements with his/her supervisor or designee as well as the supervisor of any unit to be visited, and such arrangements shall not be denied unreasonably.

ARTICLE 7 – DISCIPLINE

Section 1. Employee Discipline

The Employer shall not discipline or discharge any post-probationary employee without just cause. The Employer further agrees that disciplinary action shall be in a timely fashion.

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 and shall be based upon the administration date of the last action taken within the timeframes outlined below.

After twelve (12) months discipline that is minor in nature, which resulted in a verbal or written reprimand, shall not be used when determining the action to be taken. After 24 months discipline that is significant in nature, which resulted in a suspension of one (1) to five (5) days, shall not be used when determining the action to be taken. Major violations of policies, procedures and the bargaining agreement, which resulted in a suspension of more than five (5) days, shall not expire and may be used at any time when determining the action to be taken.

Section 3. Pre-disciplinary Meeting

Prior to administering any discipline or discharge, the Employer shall notify the Union of the meeting and attempt to meet with the union and employee, provided the employee wants the union present. The purpose of the meeting shall be to inform the employee of the reason for the contemplated disciplinary action. The employee shall be informed of his contract rights to Union representation. The employee and the Union representatives, if present, shall be given the opportunity to respond to the charges. A Union representative shall be 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 CONFERENCES

Section 1. Labor-Conferences

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 one week 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 Union 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 Union Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

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 inverse order of seniority as defined in Article 10 by position. The employer may lay off employees out of this inverse order of seniority if it reasonably determines that retention of a less senior employee is necessary to perform the work based on relative skills and abilities. Reasons that would justify laying employees off out of inverse order of seniority include but are not limited to significant differences in performance evaluation, the less senior employee possesses demonstrated skills and/or abilities needed for operational purposes and/or disciplinary action taken within the last year of the notification to lay-off.

Prior to laying off any employees of the bargaining unit, employees serving a 12 month probationary period, within the Animal Control Department of the Health Department shall be laid off or terminated, as the case may be.

If an employee is not laid off in inverse order of seniority, the affected employee may challenge the reasonableness of their specific lay off through the grievance procedure identified in Article 9 of this Agreement.

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 in seniority order and/or in the same manner they were laid off.

ARTICLE 10 – EMPLOYEE SECURITY – PERSONNEL RECORDS

The Employer shall implement the Personnel Records Review Act (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

Employees covered by this agreement shall work a 37.5 hour week with seven and one half (7.5) hour days which will include a thirty minute unpaid lunch.

The Employer maintains the right to adjust hours of work based on operational and program demands that may result in flexing hours of work. If an employee's hours are to be flexed, the Employer shall meet with the employee any time during the prior work day to explain the reasons.

SECTION 3: OVERTIME COMPENSATION

A bargaining unit employee shall be paid at one and one half his/her regular hourly rate of pay when required to work in excess of 40 hours in a work week. Only actual hours of worked will be counted toward the calculation of overtime.

SECTION 4 : OVERTIME PAYMENT

Full time employees who work 1 or more additional hours in a day, over their normal work hours; and over 37.5 hours of their normal work week may convert these hours into compensatory time. All compensatory time accruals must be liquidated in cash at straight time or in time off by the end of Lake County's fiscal year. Leave time (i.e. vacation, sick, holiday, etc.) does not qualify as time 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 involved Employee and a supervisor; permission to utilize compensatory time shall not be unreasonably denied by the supervisor if the operational requirements will not be adversely affected. Compensatory time shall be granted in fifteen (15) minute blocks of the Employee's normal tour of duty.
During a calendar year, Employees may accrue a maximum of 240 compensatory hours.

All compensatory time must be used or cashed out by the end of the first pay period in November of every year. Any unused compensatory time shall be paid out of the second paycheck in November.

SECTION 5: OVERTIME DISTRIBUTION

The parties recognized that they have an obligation to the community to provide services and that this obligation on occasion may require the working of overtime. To meet that objective, overtime shall be compulsory in emergency situations. If an insufficient number of volunteers so respond, the employer shall assign the remaining overtime on a rotating basis. The same is as follows for mandatory overtime. Request for volunteers and overtime assignments will be made on a rotating basis. However, the Employer retains the authority to select specific Employees for overtime assignments based upon specific skills, ability and experience needed for the completion of a particular assignment.

SECTION 6: CALLBACK

A "callback" is defined as an official assignment of work by the employer which does not continuously follow an employee's regularly scheduled working hours. Employees

reporting back to work shall be guaranteed a minimum of two hours of pay at the overtime rate or be compensated for the actual time worked at the overtime rate, whichever is greater.

SECTION 7: ON CALL PAY

Employees assigned or designated on call shall be paid an additional hour of pay equivalent to their regular rate of pay for each on call day.

All bargaining unit employees will participate in on-call duties on a rotating basis. If the employee is summoned to perform any official duties during his/her on-call week, he/she will be credited a minimum of (2) hours or the actual time worked, whichever is greater.

SECTION 8: SHIFT DIFFERENTIAL PAY RATES

Employees covered by this Agreement shall receive shift differential pay when the beginning and ending of their shift is at the times specified below:

Monday – Friday

1:00 p.m. to 9:00 p.m.

Saturday

8:30 a.m. to 4:30 p.m.

8:00 a.m. to 4:00 p.m.

9:00 a.m. to 5:00 p.m.

Sunday

9:00 a.m. to 5:00 p.m.

Wardens who qualify for shift differential pay on Monday through Friday, or Saturday and Sunday, shall receive an additional $2.50 per hour above their regular base hourly rate of pay; all other employees shall receive $1.50 per hour above their regular base hourly rate of pay.

ARTICLE 12 – WAGE RATES

Lake County Health Department proposes the following wage rates:

Section 1. Wages Increases

December 1, 2018–2.85%
December 1, 2019–Same as Non-Union Employees
December 1, 2020–Same as Non-Union Employees

Section 2. Discretionary Performance Incentive

Employees will be eligible to receive up to three (3) 2% increases every two (2) years on their anniversary date of hire into a position covered by this bargaining agreement. In addition, the employee:

- must receive a performance evaluation score of at least 3.6, 3.9 and 4.2 for the respective advancing years in which he or she is eligible for the 2% increase.
- must have no formal disciplinary action in the prior two years preceding the year in which he or she is eligible for this increase.

ARTICLE 13 – INDEMNIFICATION

Section 1. Employer Responsibility

The Employer shall be responsible for, 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 in his official capacity.

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 his official capacity.

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 or actions or claims.

ARTICLE 14 – 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 or after 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 the grievance procedure.

Section 3. Personal Day Selection

Any dispute within a unit as to the selection of a personal day shall be resolved by seniority.

Section 4. Termination of Seniority

An employee shall have his seniority broken when he:

a. quits and not reemployed within 30 months
b. is discharged; 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 by a numerical lottery drawing done by the Employer.

ARTICLE 15 – ICOP'S REPRESENTATIVES

Section 1. Union Negotiating Team

Members designated as being on the Union negotiating team who are scheduled to work on a day on which negotiations will occur, 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 16 – 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 17 – LEAVES OF ABSENCE

Leaves of Absence will be provided in Section IV-LEAVES OF ABSENCE of the Lake County Health Department and Community Health Center Employee Policies and Procedures. For convenience only, current policies will be attached to the collective bargaining agreement and replacements will be furnished if current policies change.

ARTICLE 18 – HOLIDAYS

Section 1. Amounts

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

Holiday Type	Holiday Name
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 Day
Fixed	Christmas Eve

Section 2. Equivalent Time Off

When a holiday "Fixed or Floating", falls on an employee's scheduled day off, equivalent time off may be granted within the current fiscal year. This time off will be granted on the day requested by the employee unless to do so would interfere with the Employer's operations.

Section 3. Cash Payment

Holiday premium pay shall be paid to full and part-time employees who work during the established timeframe (12:00 a.m. - 11:59 p.m.) on the actual holiday.

Employees will be paid at time and a half (1-1/2) for the hours worked during the fixed holiday. Double time shall be paid for all hours worked on Thanksgiving Day, Christmas Day and New Year's Day.

Holiday premium pay does not qualify for time worked on observed holidays; the premium only applies to time worked on actual holidays. Holiday compensation shall be paid to the employee for deferred holidays at straight rate of pay for the hours worked.

Section 4. Advance Notice

Employees scheduled to work a holiday shall be given advance notice as posted on the work schedule. Such holiday scheduling shall be from among employees who perform the actual duties and responsibilities of the necessary work subject to the operating needs of the Health Department.

Section 5. Holiday During Vacation

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

Section 6. 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 7. Holiday Observance

The parties agree that the positions covered by this Agreement are in Animal Care and Control which require continuous coverage. Therefore, all Holidays shall be observed per Article 18, Section 1.

Section 8. Payment upon Separation

Upon separation for any reason, the employee shall be paid for all accrued holidays.

Section 9. Carry Over

An employee is allowed to carryover three (3) holidays, fixed and floating combined from one year to March 31st of the following year. If not used, then the holidays will be forfeited.

Section 10. Payment in Lieu of Holiday Leave Taken

The Employer shall reimburse employees for holiday time not taken and not paid within the current fiscal year. The election to receive this payment must be made in writing prior to the end of the first pay period in November. The payment for such time will be used for all unused Holiday/Floating time. Payment will be made on the second paycheck in November. If the employee makes no such election then the time will be carried over in accordance with Section 9.

ARTICLE 19 – EMPLOYEE DEVELOPMENT AND TRAINING

Section 1. Educational Payment

The Employer agrees to provide tuition reimbursement and education and training opportunities consistent with Section 7-13, Tuition Reimbursement and Staff Development of the Lake County Personnel Policies and Procedures Ordinance. Employer approved travel shall be compensated pursuant to Health Department Policy.

ARTICLE 20 – CLOTHING ALLOWANCE

Section 1. Uniforms

The Employer shall provide uniforms based on the job assignment and the individual needs of the employee and the standards of the Health Department. Generally, this shall be interpreted to mean five (5) uniforms per person where uniforms are required by the Employer.

Section 2. Body Armor

Lake County Wardens will be allowed to wear body armor under their uniform while on duty. The Warden will be responsible for the purchase of the body armor, but its purchase and use will not be mandatory.

ARTICLE 21 – 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 life 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 22 – 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 repair or replace as necessary an employee's eye glasses, contact lenses, and prescription sun glasses, if such are damaged or broken, if during the course of the employee's duties. An incident report will be documented and filed with the immediate supervisor.

Section 3.

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 4.

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 contract.

Section 5.

The County agrees that it will not knowingly put in service unsafe or improperly maintained or non-functioning equipment, to include animal care and control vehicles, radios, lights and other equipment that is in regular use, will be used by the Wardens.

ARTICLE 23 – 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 24 – 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 25 – DURATION

Section 1. Term of Agreement

This Agreement shall be effective from the date signed and shall remain in full force and effect until November 30, 2021. 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 ten (10) days prior to the desired termination date which shall not be before he anniversary date set forth in the preceding paragraph.

ARTICLE 26– DRUG AND ALCOHOL POLICY

Section 1. Scope.

The Health Department 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.

Section 2. 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.

Section 3. 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.

Section 4. DRUG AND ALCOHOL TESTING PROCEDURES

A. Alcohol Testing Procedures

1. There are three categories of test results:

   a. Blood Alcohol Concentration (BAC) below 0.02 equals a negative result.

   b. BAC between 0.02 and less than 0.04 requires the employee to stand down for 24 hours.

   c. BAC equal to or greater than 0.04 equals a positive result.

      i. 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

2. 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.

3. 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.

4. 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.

Section 5. CONSEQUENCES OF POSITIVE TEST RESULTS

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

1. 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.

Section 6. 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 Administration or the Director of Human Resources.

Section 7. VOLUNTARY REQUESTS FOR ASSISTANCE

Employees should refer to Article 12 regarding the Employee Assistance Program.

IN WITNESS WHEREOF, the parties have executed this Agreement this 9th day of July 2019, in Lake County, Illinois.

FOR THE EMPLOYER:

Sandy Hart, Chairperson
LAKE COUNTY BOARD

Mark A. Pfister, Executive Director
HEALTH DEPARTMENT BOARD

FOR THE UNION:

ILLINOIS COUNCIL OF POLICE

ATTEST:

Robin O'Connor
COUNTY CLERK

(SEAL)

APPENDIX A - 2019 FY WAGE SCHEDULE

Salary Schedule effective 12/1/2018

Position	Min	Mid	Max
Kennel Tech	$13.20	$15.84	$18.20
Animal Bite Report Processor Receptionist	$16.33	$19.76	$23.07
Warden	$17.89	$21.73	$25.16
Senior Warden	$19.62	$23.91	$28.05

Pay ranges shall increase/decrease at the same rate as equivalent non-union ranges

The affected employee's hourly or bi-weekly rate of pay will be changed to the pay range minimum effective with the County Board's ratification the contract.

APPENDIX B

One-Time Equity Adjustments

Upon ratification of this collective bargaining agreement Lindsay Kleckner shall receive an additional $1.00 per hour added to their base hourly salary.