ILLINOIS COUNCIL OF POLICE

and

LAKE COUNTY BOARD AND SHERIFF OF LAKE COUNTY

Sworn Deputy Unit

December 1, 2016 – November 30, 2020

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PREAMBLE

This Agreement is entered into by and between the Lake County Board and the Sheriff of Lake County (herein 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 an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' wages, hours, and working conditions.

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

Whereas, both parties have mutually negotiated this Agreement pursuant to the selection of the Union as the sole and exclusive bargaining agent under the procedures approved by the Illinois State Labor Relations Board and in the interest of the welfare of the citizens of Lake County, both sides have agreed that there will be no strikes for the duration of this Agreement.

In consideration of mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

DEFINITION OF TERMS

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

A.) "Employer" refers to the Lake County Sheriff and the County of Lake as joint employers of the employees covered by this Agreement.

B.) "Employee" refers to all employees in a classification covered by this Agreement, whether in a probationary, permanent full time, or permanent part-time status.

C.) "Immediate Supervisor" shall be defined as the individual who is subordinate to the Sheriff and has a Supervisory Title whether inside or outside the Bargaining Unit

D.) "Probationary Employee" refers to any new employee who enters the Employer's service or any former employee hired after a break in seniority consistent with Article 15 Section 5 of this Agreement. All probationary employees covered by this Agreement shall serve a minimum probationary period of twelve (12) months or as set by the merit commission up to a maximum of eighteen (18) months for a Certified Grade One Deputy. A Certified Grade One Deputy hired after the effective date of this Agreement shall serve a probationary period of eighteen (18) months from the date of hire. The discipline or discharge of a probationary employee shall not be a violation of this Agreement. A probationary employee has no right to use the grievance procedure in the event of discharge or demotion.

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 of all law enforcement, and law enforcement support employees in the bargaining unit. The bargaining unit shall include the following job classifications:

A. Peace Officer Unit

A 1. Law Enforcement
Deputy Sheriff/Highway Patrol
" " /Detective
" " /Warrant Process Server
" " /Process Server
" " /Court Security

B. A 2. Law Enforcement
Support Radio
Dispatcher Assistant
Dispatch Supervisor Lead
Dispatch Supervisor Senior
Utility Worker

C. Positions EXCLUDED from the bargaining unit described above shall include: Communications Director and all sworn Deputy Sheriffs in the classification of Sergeants and above and all professional, confidential, supervisory and managerial employees as defined in the Illinois Public Labor Relations Act 5 ILCS 315/1 et. seq. and all other employees of the County of Lake

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 Council dues and initiation fee, if any, 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. Indemnification

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability, including attorney's fees and costs arising from or incurred as a result of any action taken or not taken by the Employer, its members, officers, agents, employees, or representatives in complying with or carrying out the provisions of this Article; and reliance on any notice, letter, or authorization forwarded to the Employer by the Union pursuant to this Article; and including any charge that the Employer failed to discharge any duty owed to its employees arising out of any deduction.

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 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 Sheriff's 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 relieve employees from duty because of lack of work or other legitimate reasons.

j. To determine the number of hours of work and shifts per workweek.

k. To establish and change work schedules and assignments and transfer employees within and among the divisions of the Sheriff's Department.

l. To introduce new methods of operation.

m. To eliminate, contract (the Employer agrees to negotiate the impact of its decision to contract) and relocate or transfer work to maintain efficiency.

n. 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
RESOLUTION OF IMPASSE

Both parties will follow the impasse resolution procedures as set forth in the Illinois Public Labor Relations Act, 5 ILCS 315/1 et. seq., or as subsequently amended.

ARTICLE 7
BILL OF RIGHTS

Both parties will comply with the Uniform Peace Officers Disciplinary Act, Chapter 50, ILCS 725/1 et seq. and subsequent revisions. This statute applies to any employee covered by this contract only to the extent that the provisions of this statute are not expressly inconsistent with or modified by this Collective Bargaining Agreement as provided by Section 7 of the Act.

ARTICLE 8
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 any dispute or difference of opinion raised by an employee or the Union against the Employer involving the meaning, misinterpretation or misapplication or violation of the provisions of this Agreement. 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 established in section 2. No grievance shall be accepted or appealed if not submitted within the time limits set forth. If the grievance is not timely submitted or appealed it is waived and cannot be reinstated.

Section 2. Grievance Steps

STEP ONE: The employee, with or without a Union representative, will set forth his grievance in writing, on the form attached herewith as Appendix B and submit it to the employee's immediate supervisor outside the bargaining unit within ten (10) calendar days after its occurrence, or circumstances giving rise to a grievance, or grievant's knowledge of the events giving rise to the grievance. The written grievance shall set forth the facts of the grievance, the specific provisions of this agreement in dispute and the relief sought. The supervisor shall then attempt to adjust the matter and shall respond within ten (10) calendar days after such discussion.

STEP TWO: If not adjusted in Step One, the written grievance shall be presented by the Union only to the Division Head within ten (10) calendar days following the receipt of the supervisor's answer in Step One, or the failure of the supervisor to answer within the ten 10 calendar days as set forth in step 1. The Division Head shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his immediate supervisor or Shift Commander, and Union Representative within ten (10) calendar days after receipt of the grievance from the Union. The Division Head shall then render a decision, based on the supplied information during the meeting, within ten (10) calendar days of the meeting.

STEP THREE: If the grievance is not adjusted in Step Two, the 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 and try to adjust the grievance. If a grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Sheriff, or his designated representative, shall give the Union the Employer's answer within ten (10) calendar days following their meeting.

STEP FOUR: Arbitration

If the answer at Step Three is unsatisfactory, the grievance may be submitted by the Union to binding arbitration within fourteen (14) calendar days after receipt of the Sheriff's answer at Step Three or the failure of the Sheriff to answer within fourteen (14) calendar days as set forth in Step 2. The Union must serve by certified U.S. Mail both the Sheriff and the Administrator of the Lake County Department of Human Resources with written notice of intent to appeal a grievance to arbitration within fourteen (14) calendar days after receipt of the Sheriff's answer at Step Three. The Union may serve notice via personal service if it can secure the written acknowledgment of receipt by both the Sheriff and the Administrator of the Lake County Department of Human Resources.

The parties shall attempt to agree on an arbitrator within ten (10) calendar days. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union, requesting that he/she 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 where mutually agreed by the parties.

In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service ("FMCS") for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. In the event that the Sheriff's representative does not sign and submit said request to FMCS or return it to the Council fully signed within ten (10) calendar days after receipt by the Sheriff's representative, the Union may file a request that is consistent with the provisions of this subsection with the FMCS signed only by it with notice to the Sheriff. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who reside within a radius of 100 miles from the City of Chicago. Both the Sheriff and the Union shall each have the right to reject one panel in its entirety, on written notice to the other, within seven (7) 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 parties 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/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Sheriff'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.

The Employer or the Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question 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 the expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties.

The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee or employees involved.

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 appealed within the designated time limits will be treated as a withdrawn grievance.

B.) The time limits at any step or for any hearing 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 Step Four.

Peace Officers

The Parties agree that the Grievance Procedure provided to Peace Officers in Article 8 of this agreement and the hearing process provided by the Rules of the Lake County Sheriff's Office Merit Commission are mutually exclusive and no relief shall be available under the Grievance Procedure of this Agreement for any action heard before the Lake

County Sheriff's Department Merit Commission. The Parties further agree that the Grievance Procedure provided to Peace Officers in Article 8 of this agreement and the hearing process provided by the Lake County Personnel Policies and Procedures Ordinance are mutually exclusive and no relief shall be available under the Grievance Procedure of this Agreement for any action pursued under section 10 of the Lake County Personnel Policies and Procedures Ordinance.

Furthermore, the parties agree that the pursuit of a grievance under this Agreement shall act as a specific wavier by the Union and the involved employee of the right to challenge the same matter before any of the dispute resolution forums listed above and a form containing such specific wavier shall be executed by the Union and the involved employee before arbitration may be invoked under the grievance procedure of this Agreement. The election process is set forth in Article 9 and the Election Forms are attached hereto as Appendix D 1-2.

Law Enforcement Support

The Parties further agree that the Grievance Procedure provided to Law Enforcement Support Employees in Article 8 of this agreement and the hearing process provided by the Lake County Personnel Policies and Procedures Ordinance are mutually exclusive and no relief shall be available under the Grievance Procedure of this Agreement for any action pursued under section 10 of the Lake County Personnel Policies and Procedures Ordinance.

Furthermore, the parties agree that the pursuit of a grievance under this Agreement shall act as a specific wavier by the Union and the involved employee of the right to challenge the same matter before the dispute resolution forum listed above and a form containing such specific wavier shall be executed by the Union and the involved employee before arbitration may be invoked under the grievance procedure of this Agreement. The election process is set forth in Article 9 and the Election Form is attached hereto as Appendix D 3.

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. A grievant, witness or steward who is called back on his/her day off as a result of the Employer scheduling a grievance meeting shall have such time spent considered as time worked. 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 and/or respond to the Union's investigation. Any such employee called to attend such hearing while off duty shall be paid at the rate of one and one-half (1.5) times the employee's normal rate of pay for the time spent attending such hearing. 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 9
DISCIPLINE

Section 1. Standard for Employee Discipline

The Employer agrees that a violation of its rules and regulations shall be subject to the grievance procedure. 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.

Section 3. Pre-disciplinary Meeting

For suspensions greater than five days and for discharges, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall notify the Union of the meeting and then shall meet with the employee involved and inform the employee of the reason for the contemplated suspension or discharge. The employee shall be informed of his contract rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and the Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline, and further provided that a Union representative is available within twenty-four (24) hours of notification regardless of whether such notification is by means of oral, telephonic, or written communications.

A local representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 4. Right to Union Representation

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

Section 5.

GPS electronic devices installed in any Lake County owned equipment cannot be used in any disciplinary action as the sole reason for discipline. Nothing shall preclude the employer from investigation of complaints, as outlined within this Agreement.

Section 6. Imposition and Review of Discipline, including Demotion and Termination

The parties agree that the Sheriff of Lake County or his designee shall have the authority to impose all forms of disciplinary action, including but not limited to suspension, demotion and termination. After the pre-disciplinary meeting referred to in Section 3 above, the Sheriff will issue a Decision to Discipline, in writing, as to the proposed discipline to the affected employee and the Union. Said discipline shall be effective immediately on the date of the Decision to Discipline, except if a Grade One Deputy elects to have said discipline imposed by the Lake County Sheriff's Merit Commission, in accordance with the process outlined below.

Grade One Deputies – Unpaid Suspensions in Excess of 30 Days in a 12 Month Period, Demotion and Terminations:

At the employee's option, an unpaid suspension in excess of 30 days in a 12 month period, demotion or a termination may be disputed through either the grievance and arbitration provisions of this Agreement, the Lake County Personnel Policies and Procedures Ordinance or the Lake County Sheriff's Merit Commission but not more than one of the above. In order to exercise the grievance option, a Deputy Sheriff and the Union must execute an Election Form attached hereto as Appendix D-1. The employee and Union shall have seven (7) business days from the date of the Decision to Discipline to submit the executed Election Form to the Sheriff or the Sheriff's designee. The Election Form when coupled with the completed grievance form (Appendix B) shall constitute a grievance under the Labor Agreement which shall be deemed to be filed directly at Step 4 of the grievance and arbitration procedure of the Agreement or a complaint under the Lake County Personnel Policies and Procedures Ordinance, whichever is elected. In the event the dispute proceeds to arbitration under the Labor Agreement, the arbitrator shall decide whether the discipline is for just cause. If no Election Form is filed with the Sheriff or his designee within seven (7) business days, the employee and Union shall be deemed to have waived any right to file a grievance under the Labor Agreement or a complaint pursuant to the Personnel Policies and Procedures Ordinance but the employee retains his right to a hearing before the Lake County Sheriff's Merit Commission in accordance with the Counties Code, Sheriff's Merit System 55 ILCS 5/3-8001 et seq., as amended and the Lake County Merit Commission Rules and Regulations, including but not limited to the filing of charges with the Commission. The Sheriff also retains his right to suspend the employee without pay pending the hearing and decision.

Grade One Deputies - Other Discipline:

At the employee's option, discipline other than an unpaid suspension in excess of 30 days in a 12 month period, demotion or a termination may be disputed through either the grievance and arbitration provisions of this Agreement or the Lake County Personnel Policies and Procedures Ordinance, but not both. In order to exercise either option, a Deputy Sheriff and the Union must execute an Election Form attached hereto as Appendix D-2. The employee and Union shall have seven (7) business days from the date of the Decision to Discipline to submit the executed Election Form to the Sheriff or the Sheriff's designee. The Election Form to be filed in conjunction with the grievance form directly at Step 1 shall

constitute a grievance under the Labor Agreement or a complaint under the Lake County Personnel Policies and Procedures Ordinance, whichever is applicable. In the event the dispute proceeds to arbitration under the Labor Agreement, the arbitrator shall decide whether the discipline is for just cause. If no Election Form is filed with the Sheriff or his designee within seven (7) business days, the employee and Union shall be deemed to have waived any right to file a grievance under the Labor Agreement or a complaint under the Lake County Personnel Policies and Procedures Ordinance.

Civilians - Discipline, including Unpaid Suspension, Demotion and Termination:

At the employee's option, discipline, including demotions and terminations, may be disputed through either the grievance and arbitration provisions of this Agreement or the Lake County Personnel Policies and Procedures Ordinance, but not both. In order to exercise either option, a civilian employee and the Union must execute an Election Form attached hereto as Appendix D-3. The employee and Union shall have seven (7) business days from the date of the Decision to Discipline to submit the executed Election Form to the Sheriff or the Sheriff's designee. The Election Form to be filed in conjunction with the grievance form shall constitute a grievance under the Labor Agreement which shall be deemed to be filed directly at Step 1 of the grievance and arbitration procedure or a complaint filed under the Lake County Personnel Policies and Procedures Ordinance In the event the dispute proceeds to arbitration under the Labor Agreement, the arbitrator shall decide whether the discipline is for just cause. If no Election Form is filed with the Sheriff or his designee within seven (7) business days, the civilian employee and Union shall be deemed to have waived any right to file a grievance under the Labor Agreement or a complaint under the Lake County Personnel Policies and Procedures Ordinance.

ARTICLE 10
LABOR-MANAGEMENT CONFERENCES

Section 1.

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings shall be limited to:

(a) Discussion on the implementation and general administration of this Agreement

(b) A sharing of general information of interest to the parties. (Including safety issues).

(c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 2.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3.

When absence from work is required to attend "labor-management conferences", a maximum of three (3) 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 eight (8). Travel expenses associated with any "labor-management conferences" shall be the responsibility of the employee.

ARTICLE 11
LAY-OFF

Section 1. Procedures

In the event it becomes necessary for the Employer to consider the lay-off of full-time employees or officers in the bargaining unit, the Sheriff shall give at least thirty (30) days written notice to the employee, the Union and the Administrator of the Lake County Department of Human Resources, indicating the reasons for such layoff. The Sheriff shall agree to meet with the employee and the Union regarding the reasons if the parties so request. Temporary employees, part-time employees and probationary employees will be laid off before full-time employees. Thereafter, the employee(s) with the least seniority in the affected job classifications shall be laid off.

The laid off employee(s) shall be entitled to bump a less senior employee(s) who is also the most junior employee in his or another classification which is covered by this Agreement and whose job is in an equal or lesser paid job grade and whose job he can perform without training. Ability to perform the job shall be understood to mean to be able to reach performance acceptability within a reasonable period of time (one week). Employees bumped pursuant to this provision shall themselves be entitled to bump less senior employees who are the least senior employees in the bargaining unit until the reduction in force is accomplished. Employees laid off from their original job classifications and who do not choose to bump into another job classification pursuant to their seniority shall be laid off.

Any employee covered by this Agreement who has been laid off shall be placed on the appropriate reinstatement list for which the employee is qualified and shall be recalled on the basis of seniority in the Sheriff's Department.

Section 2. Recall Procedures

A. Current Address

It shall be the responsibility of the employees on the recall list to provide the Sheriff the current address and telephone number where the employee can be contacted in case of recall.

B. Order of Recall

When a recall is instituted by the employer, the employee(s) affected by the lay-off shall be recalled in the reverse order of the lay-off.

C. Notice of Recall

The Sheriff shall send the recall notice by certified mail to the employee's last known address, return receipt requested, and a simultaneous copy to the Council. The employee shall have ten (10) calendar days from the date of mailing of the recall notice to respond or else be removed from the recall list. The employee shall return to work upon the date specified in the recall notice, but not later than 15 calendar days after the date specified in the notice.

Section 3. Reserve Deputies

Reserve deputies shall not be utilized to perform the duties of a full-time deputy sheriff except for searches, roadside safety checks, securing perimeters, and motor vehicle and pedestrian traffic flow control. Reserve deputies shall be logged into the CAD system when performing any duties. Reserve deputies shall wear a uniform and badge which is different and distinct from a full-time deputy.

When any full-time deputy is on lay-off status, no reserve deputy will perform duties assigned to a full-time deputy.

Non-merited employees shall not perform the work of a full-time employee when any full-lime employees are on layoff.

ARTICLE 12
EMPLOYEE SECURITY

Section 1. File Inspection

The Employer's personnel files, disciplinary history, and investigative files relating to any employee covered by this Agreement shall be open and available for inspection by the affected officer during regular business hours, consistent with the Personnel Records Act, Chapter 820 ILCS 40/1 et. seq.

Section 2. Use and Destruction of File Material

Any files, including any materials contained therein, maintained by the Employer containing disciplinary material and/or information relating to an employee covered by this Agreement, except merit commission cases or as may be ordered by a Court in a pending case, shall be destroyed three (3) years after the date of the incident or the date upon which the violation is discovered, whichever is longer, unless the investigation relates to a matter which has been subject to either civil or criminal court litigation prior to the expiration of the three year period. In such instances, files normally will be destroyed three years after the date of the final court adjudication, unless a pattern of sustained infractions exists.

Any record of summary punishment may be used for a period of time not to exceed two years and shall thereafter not be used to support or as evidence of adverse employment action.

Section 3. Employee Notification

A copy of any disciplinary action or material related to employee performance which is placed in the personnel file shall be sent to the employee within seven (7) calendar days of the file addition.

Section 4. Rebuttal Statement

At the employee's request, he/she shall have included his/her rebuttal to any item placed by management in their personnel file subject to the conditions of the Personnel Records Act, Chapter 820 ILCS 40/6.

Section 5. Requirement for Internal Complaint

No employee will be required to submit a written response to the Employer on any complaint against him/her by persons in or outside the Sheriff's Department, unless said persons causes that complaint to be reduced to writing to include any accusations against the employee and the identity of the complaining party. Prior to any report having to be written by an employee, they will be furnished with a copy of said complaint. Nothing in this section shall modify or delete the provisions of Article 8. Nothing in this section shall prevent the management of the Sheriff's Department from independently investigating any anonymous complaint against an employee by persons outside the Sheriff's Office.

ARTICLE 13
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 hour 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 except as outlined in this Article. 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. Work Day and Work Week

A.) All hours worked in excess of the number of hours worked in the normal work day during a twenty-four hour period (as defined in paragraph B of this section) and the normal work week (as defined in paragraph C of this section) shall be compensated as provided in Section 5. Hours worked during a normal work day and normal work week (for overtime purposes) shall include hours paid as vacation, personal leave, bereavement leave, compensatory time and holiday time off but shall not include hours paid as sick leave or uncompensated hours.

Each employee shall be allowed a thirty (30) minute meal period per the normal tour of duty. This meal period shall be considered out of service time during which the employee will be subject only to priority calls. Employees will be allowed to take periodic coffee breaks as long as they are not out of service and properly perform their assignments.

B.) Work Day Definition

Normal work day for law enforcement personnel in the Peace Officer Unit assigned to the Highway patrol division is 8-1/2 hours with a thirty (30) minute paid meal period.

Normal work day for law enforcement personnel in the Bargaining Unit assigned to any divisions other than the Highway Patrol and Court Security is 8 hours. Bargaining Unit Members not assigned to the Highway Patrol and Court Security shall generally be allowed to have a 30 minute paid meal period.

Normal work day for law enforcement personnel assigned to the Court Security Division is 8 hours. Bargaining Unit Members assigned to the Court Security Division shall generally be allowed to have a one (1) hour meal period with 30 minutes (paid) on the clock and 30 minutes (unpaid) off the clock, unless the supervisor requires the Bargaining Unit Members to work through the meal period.

In the event that the Bargaining Unit Member assigned to Court Security is required to work through the meal period he will only be entitled to overtime for the additional thirty minutes of the day in which the Bargaining Unit Member is on the clock.

Normal work day for law enforcement support personnel in the bargaining unit assigned to the communications division is 8.5 hours with a thirty (30) minute paid meal period.

Normal work day for law enforcement support personnel in the Bargaining Unit other than communications is 8 hours with an thirty (30) minute unpaid meal period.

C.) Work Week and Work Schedules

(i) The work schedule for law enforcement personnel in the Bargaining Unit assigned to the highway patrol division (excluding special assignments) and communications shall be a 5/2,5/3 schedule (five {5} workdays then 2 days off, followed by five {5} workdays and three days off, consecutively). Temporary exceptions to the 5/2,5/3 work schedule may be made by the Sheriff in order to equalize monthly workloads, to provide for special work details, to realign patrol shifts, to provide for absences due to vacations, illnesses, schools, extended military leave, to provide for special patrols, or for other legitimate law enforcement purposes. The average work week for a 52 week period will be 39.77 hours and a work week will not exceed 42.5 hours.

(ii) The normal work week for Law Enforcement Personnel assigned to Divisions other than the Highway Patrol Division and Communications shall consist of seven days beginning immediately after 12:00 midnight on Tuesday and ending at 12:00 midnight the following Wednesday.

(iii) The normal work week for Law Enforcement Personnel assigned to the Divisions of the Highway Patrol Division and Communications shall consist of seven days beginning immediately after 10:30 p.m. on Tuesday and ending at 10:30 p.m. the following Tuesday.

Section 3. Work Schedule Changes

The Sheriff shall establish work schedules for the divisions of the department covered by this Agreement which may be changed from time to time by the Sheriff as circumstances warrant. The Sheriff will be the sole determinant of any changes. Prior to implementing any changes the Sheriff will give affected employees at least 48 clock hours' notice, if possible, as determined by the Division Head, except in cases of emergency.

The Sheriff retains the right to change the work schedule for any division or individual including the time period in which shifts or tours of duty will begin or end, provided the Sheriff gives the union thirty (30) days' notice of any such change in order to provide an opportunity to meet and confer over any proposed schedule changes at the request of the union.

Section 3a. Duty Trades:

Subject to staffing limitations, employees in the Highway Patrol and the Communications Divisions may be permitted to voluntarily trade work days within the same pay period providing that the employees scheduled to work inform the affected shift commander(s) or supervisors) in writing five (5) days in advance of their desire to trade. Duty trades that result in double shifts shall only be permitted with the approval of the employee's immediate supervisor. Written notice shall be made by submission of the approved form. (FORM TO BE MUTUALLY AGREED) No employee shall trade days with any other employee for the purpose of achieving premium payments for hours of work under

this agreement. No employee shall be entitled to overtime or any other premium payment for hours of work under this Article as a result of any duty trade.

Section 4. Shift Preference Bidding

A.) Right to Bid Shifts - Employees who work in "twenty-four (24) hour divisions, shall be allowed to exercise their departmental seniority for selection of shift assignments on an annual basis.

B.) Shift Bidding - The Employer shall conduct shift bids between December 1st and December 31st of each year by compiling a list of personnel seniority dates. Non-probationary employees shall then bid for their choice of shift starting times. All positions on a shift within the respective divisions shall be available.

C.) Implementation - Upon completing the bidding process, shift assignments will be made according to seniority and operational needs (certification, skills, training, experience and qualification). Any shift transfers required as a result of this process shall take effect no later than February 1st. If a shift transfer is involuntarily made, the specific reasons shall be provided to the Union upon request. If an employee is voluntarily transferred to another division, he or she shall select at the next shift selection date.

D.) Shift bidding will be conducted among radio dispatcher, assistant dispatch supervisor & lead dispatch supervisor within their respective units independently.

E.) Special Considerations - In the event the employee has accepted an assignment to a specialty unit, as defined elsewhere in this Agreement, shift selection shall be within that unit. For purposes of this section, the following job titles shall also be considered specialty units:

Radio Dispatch Supervisor
Senior Radio Dispatcher

Section 5. Overtime Payment

All overtime (hours worked) in excess of the hours required of and worked by an employee by reason of the employee's regular duty, whether of an emergency nature or of a non-emergency nature, shall receive one and one-half (1-1/2) times their actual hourly rate of pay for hours worked in excess of the hours worked in a normal work day or normal work week as defined in Section 2 above. Compensatory time may be paid in lieu of overtime payment if the employee in his discretion so elects. Compensatory time will be calculated at the same rate as overtime pay. Overtime rate shall be computed on the basis of completed seven (7) minute segments unless the Employer installs a time clock.

Compensatory time shall be granted at such times and in such time logs as are mutually agreed upon between the involved officer and a supervisor; permission to utilize compensatory time shall not be unreasonably denied by the supervisor if operational blocks of that employee's normal tour of duty requirements will not be adversely affected. Compensatory time shall be granted in fifteen (15) minute increments.

In the event an emergency is declared by the Employer as many of the employees shall be continued on duty for such number of hours as may be necessary. The following limitations shall apply to compensatory time:

(a) Law Enforcement Personnel
During a calendar year law enforcement personnel (including law enforcement support personnel assigned to the Communications Division) may earn a maximum of 480 compensatory hours (280 hours in a fiscal year effective December 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.

After 480 (280 effective December 1, 2018) hours of compensatory time are earned in a fiscal year, all overtime hours will be paid at time and one-half.

(b) Law Enforcement Support Personnel
During a fiscal year, Utility Workers may earn a maximum of 240 compensatory hours in the fiscal year.

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 on the second paycheck in November.

After 240 hours of compensatory time are earned, all overtime hours will be paid at time and one-half.

If the use of compensatory time is denied during any payroll period, an employee may request to be paid out in cash for the hours denied during the next payroll period. An employee may also be paid out at other times, upon request.

Any and all disputes that may arise between the parties, including any bargaining unit employee, as to the administration of compensatory time, shall be resolved through the grievance arbitration provisions of the Agreement, except that a grievance will be filed at Step 3.

Section 6. Sixth and Seventh Day Work

An employee who is in pay status for seven (7) consecutive days within the work week as defined in Section 2c of this Article will be compensated for at the rate of time and one-half (1-1/2) for work performed on the sixth (6th) day, and on the seventh (7th) day. Voluntary schedule changes will be exempt from this provision.

Section 7. Call Back

A call-back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours. Employees reporting back to the Employer's premises at a specified time on a regularly scheduled work day shall be compensated for two (2) hours at the appropriate overtime rate or be compensated for the actual time worked, whichever is greater, at the overtime rate. The two hour minimum does not apply to hours scheduled in advance or a callback that occurs within one (1) hour of an employee leaving work.

Section 8. Court Time

Employees covered by this Agreement, required to attend court during their off-duty hours which do not immediately precede or follow on duty hours shall be compensated at the overtime rate for a minimum of two (2) hours, or three (3) hours if the employee is on a scheduled day off.

Section 9. Stand-by Pay

An employee shall receive two (2) hours pay at the employee's straight time hourly rate for every day the employee is placed on stand-by by his supervisor whether required to work or not. To be eligible for stand-by pay, the employee must be listed on the Call Board for each calendar date claimed and actually be available for the call-out (not on paid time off or leave without pay for the date claimed or the days immediately preceding or following the date claimed. Provided, however, an absence due to vacation or compensatory time shall not disqualify an employee from stand-by responsibility).

Section 10. Canine Maintenance

Employees assigned to the canine unit shall be compensated for daily maintenance at the rate of one (1) hour of pay at their normal hourly rate of pay, for each day of maintaining the canine. Alternatively, the employee may be provided release time during the employee's regular duty day. In the event that the canine is kenneled, or not in the custody of the officer/handler, the employee shall not receive maintenance compensation for those days.

Section 11. Field Training Officers

Effective December 1, 1994 employees assigned as Field Training Officers shall be compensated with two (2) additional hours of pay at their straight time rate for every day in service as a Field Training Officer (FTO) training and shadowing a probationary deputy. Communications Training Officers (CTO) will be paid as FTOs are paid.

Section 12. Posting and Cancellation of Overtime Work

All known available overtime work shall be posted in all Divisions that are eligible to work the overtime 48 hours in advance of a sign up to allow eligible employees to select their preference.

Employees approved for overtime work canceled by their employer, with less than 8

½ hours' notice, shall receive 2 hours of overtime pay.

Posted radio dispatcher overtime will not be filled by persons other than radio dispatchers, or deputies who are trained in telecommunications.

Notwithstanding the above, overtime shall be cancelled if an employee has a paid or unpaid absence from work during the same 24 hour period as the overtime is scheduled (except that an absence due to pre-scheduled vacation, personal time or compensatory time shall not result in ineligibility for overtime).

Section 13. Lead Radio Dispatcher

Lead radio dispatchers promoted after May 1, 2004 will serve a 12 month probationary period. Failure to successfully complete the probationary period will result in return to an assignment as a radio dispatcher with the same pay, benefits and seniority as if in continuous assignment as a radio dispatcher.

ARTICLE 14
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 15
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. [The use of Seniority shall not hinder management from ensuring appropriate staff availability within operating divisions of the Sheriff's Department so that the various missions of these divisions can be carried out efficiently.]

Section 2. Vacation Scheduling

Any employee covered by this Agreement shall select the periods of their annual vacation on the basis of seniority. Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks.

The vacation selection shall be done on a vacation bid list, and shall be picked by seniority on each shift in each division of the Sheriff's Department for employees covered by this Agreement. The Employer shall post the bidding list by February 1st of each year for the following twelve month period. Employees will have until March 1st of each year to choose vacation leave. The Employer shall post the approved vacation list by April 1st of each year. A request for vacation leave shall be submitted to the employee's immediate supervisor. The vacation schedule shall be arranged in each division so as to provide for minimum disruption of services.

All employees within their assigned divisions of the Sheriff's department covered by this Agreement must make an initial first choice vacation selection of at least five (5) consecutive days, and no more than ten (10) consecutive days, if eligible, on the vacation bid list. Employees are restricted from second choice selections until all employees have made their first choice selections. Second choice selections cannot take priority over another employee's first choice selections. Employees may be required to make a second choice on the vacation bid list.

A request for the use of vacation time not on the vacation bid list shall be submitted to the employee's supervisor. Such requests will be granted based on the operational need of the Employer and consistent with past practices for minimum disruption of services.

No vacation time shall be granted in less than fifteen (15) minute increments.

Section 3. Seniority List

The Employer shall prepare a list setting forth the present seniority dates for all officers 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 4. Personal Day Selection

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

Section 5. Termination of Seniority

An employee shall have his seniority broken when he:

(a) quits or
(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 the Sheriff's Department.

Section 6.

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

Section 7. 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 16
UNION REPRESENTATIVES

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

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. 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 17
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.

The Employer shall provide the Union with four (4) glass enclosed bulletin boards at the following locations:

1. Court Security
2. Investigations Division
3. Communications
4. The Highway Patrol Facility.

ARTICLE 18
LEAVES OF ABSENCE

Section 1. Leave

The Employer grants leaves of absence pursuant to Sections 4-3, Military Training Leave and Military Leave of Absence; 4-4, Jury Duty; 4-5, Sick Leave; 4-6, Voting time; 4-7, Personal Leave; and 4-8, Leave of Absence Without Pay, of the current Lake County Personnel Policies and Procedures Ordinance.

Section 2. Payment in Lieu of Sick Leave

The Employer shall continue to make payments in lieu of sick leave consistent with Article 4 Section 12, Compensation for Unused Sick Leave of the Lake County Personnel Policies and Procedures Ordinance.

Section3. Treatment on Seniority

A bargaining unit employee shall retain seniority while on a leave provided for under this Article.

Section 4 Sick Leave Use Restriction

Accumulated paid sick leave may be used for illness, disability, or injury of the employee, appointments with professional medical practitioners, chiropractitioners, psychologists or mental therapists, and in the event of illness, disability or injury of a member of the employee's immediate family. ("Immediate family" under the terms of this subsection of this Article is defined as in the Family Medical Leave Act (FMLA) and further includes children for whom they have custodial responsibility.)

Accumulated paid sick leave shall be used in increments of no less than fifteen (15) minute increments at a time. If the Chief/Director of the division reasonably suspects abuse of sick leave, the Chief/Director may require the employee to submit to physician's statement to verify the reason for his/her absence. If an employee has received work restrictions from his/her physician, the employee must communicate those restrictions to the division head or designee before the employee returns to work.

Failure to provide a physician's statement or requested documentation as required by the division head may delay the employee's return to work and could result in disciplinary action and/or the denial of paid benefit time.

Section5. Leave Notification

It is the responsibility of each employee requesting paid leave to notify their immediate supervisor and the FML vendor as applicable per the defined process in a timely manner.

Employees who are requesting paid sick leave in accordance with Section 1 of this Article shall notify or cause notification to be made to their immediate supervisor and

the FML vendor as applicable per the defined process, at least one (1) hour before the time specified as the beginning of their workday.

The employee will be solely responsible to make the required notification. If an employee becomes sick or ill during their work shift, they must notify or cause notification to be made to their immediate supervisor.

In the event no sick leave notification is made within thirty (30) minutes after the start of the workday, or after an employee becomes sick or ill and leaves work, the employee's Division Head shall consider and handle the employee's absence as an absence without pay.

Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested, unless this requirement is expressly waived by the Sheriff or designee.

Section6. Sick Leave Abuse Sanctions

For purposes of the provisions contained within this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated within Section 5 of this Article, failure to follow the notice requirements as stated within Section 6 of this Article, developing a pattern of sick leave usage and/or excessively using sick leave. Abuse of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

Section7. Personal Days Use

Personal days shall not be used in increments of less than fifteen (15) minute increments at a time. No personal days may be advanced to regular employees and probationary employees.

Employees shall give sufficient advance notice (generally seventy-two (72) hours) to the Employer of their need to use personal time. The use of personal leave shall not interfere with Employer operations and staffing. Unless otherwise agreed to by the parties, personal days may not be taken immediately before or after a scheduled holiday or vacation period.

Section8. Notification of Balances

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

Section9. Illnesses or Injury During Paid Vacation Leave

An employee may elect to use sick leave for a minimum of three (3) days or more for any injury or illness while on paid vacation leave, providing that the employee substantiates such incapacitation with a written statement by a physician verifying the illness or injury of the employee. This section does not limit the ability of the Employer to require a return to work examination pursuant to Section 5 of this Article.

ARTICLE 19
WAGE RATES

Wage rates for the classifications covered by the terms of this Agreement appear in Appendix "C".

Section 1. Wages

A. Longevity Scale

The Longevity Scale establishing wage rates based on length of service and The Pay Classification Table in Appendix C is attached to and made part of this Agreement.

B. Progress thru the Longevity Scale

B1) On the anniversary date of each bargaining unit member, the employee covered by this Agreement will move to the next higher cell in the longevity scale which equates to the years of service accumulated by that bargaining unit member in his current pay classification.

B2) The parties realize that the Longevity Scale agreed upon in this Article will annually generate additional benefits to the employees covered by this Agreement and additional costs to the County as the employees covered by this Agreement' move from one step to the next in the Longevity Scale. These step increases are intended as an annual benefit to those employees receiving longevity step increases which will add to the annual wage costs of the County in each year of this Agreement.

C. Promotions

When a promotion or re-classification occurs moving a bargaining unit member from one pay classification level to a higher pay classification level under the terms of this Agreement the employee will first be assigned to the beginning of the pay level (or Start) and receive the rate of pay indicated in Appendix (C).

When this assignment for the purposes of pay does not result in an increase in the rate of pay, the bargaining unit member covered by this Agreement will be assigned to the nearest year of service cell in the proper level which results in an increase in the rate of pay.

Section 2.

A. Effective December 1, 2016, wages under this Agreement shall be increased by 2. 25%.

B. Effective December 1, 2017, wages under this Agreement shall be increased by 2. 5%.

C. Effective December 1, 2018, wages under this Agreement shall be increased by 2. 5%.

D. Effective December 1, 2019, wages under this Agreement shall be increased by 2. 5%.

The wages increases of December 1, 2016 and December 1, 2017 shall be retroactive to those respective dates for employees on the payroll of the Sheriff on the execution date of the Agreement or for employees who have been promoted or retired from the Sheriff's Office since December 1, 2016. Provided, employees who retired pursuant to the ARO shall not be eligible for retroactivity and eligible retirees will only receive a lump sum payment.

Section 3.

Effective on December 1, 2004, the Employer will have the sole discretion to give up to two (2) years wage placement credit for new lateral hires employed with prior experience with other law enforcement agencies. In all other respects, lateral hires will be treated as new employees for purposes of benefits and seniority.

ARTICLE 20-a.
HOLIDAYS

CONTINUOUS COVERAGE DIVISION PERSONNEL

Section 1. Amounts

Employees may have time off, with full salary payment on the Following holidays during the fiscal year:

Fixed/Floating	Holiday Type
Fixed	Christmas Eve Day
Fixed	Christmas Day
Fixed	New Year's Day
Floating	M L King's Day
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 Day

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 if the employee chooses to earn the holiday norm hours* for the division. This time off will be granted on the day requested by the employee unless to do so would interfere with the Employer's operations. If the employee does not request the equivalent time off, such time will be paid to the employee at the regular rate at the end of the "fiscal year."

Section 3. Cash Payment

If an employee works on the holiday defined as "Floating", the employee can elect to be paid at "double time" for the norm hours of the division. Hours worked on the floater exceeding norm hours of the division will be paid as regular overtime hours at the employee's time and a half rate of pay.

If an employee works on the holiday defined as a "Fixed" holiday, the employee can elect to be paid at double time and a half for the norm hours worked in the Division. Hours worked on the "Fixed" holiday exceeding the norm hours of the division will be paid as regular overtime hours at the employee's time and a half rate of pay. If an employee elects to earn or bank the holiday norm hours of the division, the "half" of the double time and a half cash payment must always be paid to the employee at the employee's regular rate of pay. The half cannot be earned or banked in equivalent time off.

If the employee is scheduled to work on the "Fixed" or the "Floating" holiday, but requests to have the holiday off, the employee is compensated the norm hours of the division at the employee's regular rate of pay.

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 Sheriff's Department.

Section 5. Holiday During Vacation

When a holiday falls on an employee's regularly scheduled work day during the employee's vacation period, the employee will be charged either with that holiday or the vacation day at the employee's choosing but the choice must be designated on the employee's time card.

Section 6. Eligibility

To be eligible for holiday pay, the employee must work both the last scheduled workday before and the first scheduled day after the holiday, unless the absence is for good cause and pre-approved by the Employer (excluding sick leave) and:

a. For employees who are scheduled off on the holiday, the holiday will

be banked.

b. If the employee is on approved vacation time, the holiday will be banked or used at the employee's choosing and designated on the employee's time card.

c. If the employee calls in sick on their scheduled holiday, sick time will be deducted from their bank and the holiday will not be earned.

It is understood by the parties that permanent part-time employees shall be eligible for holiday payment in accordance with the Lake County Personnel Policies and Procedures Ordinance on a pro-rated basis.

Section 7. Holiday Observance

The parties agree that the positions covered by this Agreement are in operations and facilities which require continuous coverage. Therefore, all Holidays shall be observed per Article 20-a, 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

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 10 below will be forfeited.

Section 10. Payment in Lieu of Holiday Leave Taken

The Employer shall reimburse employees for a maximum of three (3) (combined holidays/floating holidays) not taken during the 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 for a maximum of three (3) Holiday/Floating Holidays. Payment will be made on the second pay check in November. Any holiday/floaters not used prior to the end of November will be forfeited.

ARTICLE 20-b.
HOLIDAYS

MONDAY THROUGH FRIDAY DIVISIONS

Normally, operations in the Monday through Friday divisions defined as Court Security, Warrants, Civil Process, and Community Services are contingent upon the County of Lake facilities being open and the Courts being in session.

Section 1. Amounts

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

Fixed/Floating	Holiday Type
Fixed	Christmas Eve Day
Fixed	Christmas Day
Fixed	New Year's Day
Floating	M L King's Day
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 Day

Section 2. Fixed Holidays

The County of Lake Facilities including the Courts are all closed on these holidays. Therefore, employees working in these Divisions observe the County of Lake holiday. The employee shall be off and compensated for the day at the employee's regular rate of pay for the norm hours of the division.

Section 3. Floating Holidays

The County of Lake facilities not including the Courts are open on all Floating holidays. The Courts with the exception of Bond Court are closed on all floating holidays.

Therefore, employees may elect to work and be compensated double time for the norm hours of the division, or may elect to take the day off and be compensated for the norm hours of the division at the employee's regular rate of pay. Employees may also elect to work the holiday and earn the holiday norm hours of the division, with equivalent time off taken during the calendar year. Hours worked on the "Fixed" holiday exceeding the norm hours of the division will be paid as regular overtime hours at the employee's time and a half rate of pay. Any "banked or earned" holiday hours not taken in equivalent time off will be paid out at the end of the "fiscal year" at the employee's regular rate of pay.

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 Sheriff's Department.

Section 5. Holiday During Vacation

When a holiday falls on an employee's regularly scheduled work day during the employee's vacation period, the employee will be charged either with that holiday or the vacation day at the employee's choosing but the choice must be designated on the employee's time card.

Section 6. Eligibility

To be eligible for holiday pay, the employee must work both the last scheduled workday before and the first scheduled day after the holiday, unless the absence is for good cause and pre-approved by the Employer (excluding sick leave) and:

a. For employees who are scheduled off on the holiday, the holiday will be banked.
b. If the employee is on approved vacation time, the holiday will be
c. banked or used at the employee's choosing and designated on the employee's time card.
d. If the employee calls in sick on their scheduled holiday, sick time will be deducted from their bank and the holiday will not be earned.

It is understood by the parties that permanent part-time employees shall be eligible for holiday payment in accordance with the Lake County Personnel Policies and Procedures Ordinance on a pro-rated basis.

Section 7. Holiday Observance

The parties agree that the positions covered by this Agreement are in operations and facilities which require continuous coverage. Therefore, all Holidays shall be observed per Article 20-b, Section 1.

Section 8. Payment Upon Separation

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

Section 9. Payment in Lieu of Holiday Leave Taken

The Employer shall reimburse employees for a maximum of three (3) combined floaters/holidays not taken during the 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 will be for a maximum of three (3) Holiday/Floating Holidays. Payment will be made on the second pay check in November.

Any holiday/floaters not used prior to the end of November will be forfeited.

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 7-13, Tuition Reimbursement and Staff Development of the Lake County Personnel Policies and Procedures Ordinance.

Section 2. Travel Expenses

In accordance with Sheriff's General Order 8.18, Travel Expense Reimbursement, the following are the only allowances for travel, meals and lodging while attending courses for the Lake County Sheriff's Office. The following does not apply to attendance at the Basic Law Enforcement Training Academy unless expressly set forth in Section 5 below.

1. An employee's hourly wage will only be paid for hours actually attending classes. Mealtime will not be considered as working hours and will be assumed as on the employee's own time.

2. Mileage - When traveling in a privately-owned vehicle all personnel, will be compensated at an actual mileage rate as set by the IRS, minus normal home to work mileage. Parking fees and tolls will be reimbursed separately. Extended trips shall be compensated in accordance with section 7(a) and (b) of the Sheriff's General Order 8.18.

3. Meals - Per diem allowances per authorized meal including tax and tip, will be reimbursed without receipts at the following rates:

   BREAKFAST..... $10.00
   LUNCH $12.00
   DINNER $28.00

   Any expense above these rates will be the responsibility of the employee. If any meals are provided as part of the courses, the per diem will be reduced to reflect the same. The breakfast per diem does not apply unless the employee's travel begins before 6 am and only if the employee is required to travel overnight.

4 Lodging - Reasonable lodging expenses will be allowed at locations where rooms are not provided. One motel room is allowed for each 2 employees of the same sex attending the class. Room charges are the only expense allowed; movies, room service, telephone, etc. will not be considered reimbursable items.

5. Rental Cars - Miscellaneous expenses, and special equipment needed for class will be considered on an individual basis and paid only under the authorization of the Sheriff.

6. All receipts must be submitted to the Training Division within 5 (five) working days after the employee's return. A completed Travel Advance Employee Expense Report and appropriate receipts are to be submitted for all incurred expenses, as stated above.

7. Carpooling: Generally the Sheriff's office will make available a departmental vehicle for transportation to and from the training facility. Employees are required to car pool if offered. If no car is available for carpooling, one employee will be reimbursed for mileage if the employee utilizes his/her own vehicle to facilitate the carpooling. If the Sheriff's Office offers transportation (including any carpooling option) that is declined by the employee, the employee must make his own arrangements for travel at his own expense

8.

Section 3 Employee Training and Development Planning

a.) The Employer recognizes the value and benefits of continuing employee development and job related training. In order to provide a trained and with competent work force the Employer shall maintain, commensurate with its financial resources and the training needs of the department, a training policy which shall provide employees covered by this Agreement with an opportunity to maintain and enhance the skills necessary to perform their duties in a competent manner. Such training opportunities shall be offered whenever reasonable and when relevant to their work assignment and career development.

b.) The Employer will make reasonable efforts to provide Lake County Merit Commission Grade One Peace Officers assigned to the Court Security Division with on the job training and field assignment in the Highway Patrol Division sufficient to allow those Peace Officers to function in that division and to participate in the special details available to Peace Officers who have completed the Field Training Program of that division. These reasonable efforts to provide training to these Peace Officers will continue on a seniority first basis until such time as all Grade One Peace Officers of the Court Security Division have been so trained.

c.) Nothing in this Article shall prevent the Employer from exercising its ability under Section 1k of Article 4, Management Rights, of this Agreement to transfer employees from within and among the divisions of the Sheriff's Office.

Section 4. Travel Time

Travel time to and from training classes will be compensated for by compensatory time under the following guidelines except as outlined more specifically herein:

a.) Training classes located inside the boundaries of Cook, McHenry, DuPage,

Will, and Kane Counties and the close Wisconsin counties of Kenosha, Racine and Milwaukee - one hour of straight compensatory time, provided the employee's work day (class and travel) exceeds the employee's workday (including the normal home to work commute time provided the employee travels directly from home). .

b.) Training classes outside the counties listed above shall be compensated for the actual travel time each way, to a maximum of four (4) hours of compensatory time each way.

c.) Training classes that involve overnight lodging qualify for only one (1) trip to and from such classes, and does not qualify on a daily basis.

d.) This is in addition to reimbursement for mileage if the employee utilizes his/her own vehicle as provided in Section 2 above.

Section 5. Basic Law Enforcement Academy

a.) Downstate

1. Travel Time: Probationary employees attending a downstate 400 hour Basic Law Enforcement Officers Training Course shall be limited to a total of forty (40) hours of compensatory time which shall be the total compensation for travel to and from the training facility.

2. Vehicle: Generally the Sheriff's office will make available a departmental vehicle for transportation to and from the Training facility. Probationary employees are required to car pool to the Academy. If no car is available for carpooling to a downstate Academy, one employee will be reimbursed for mileage as provided in Section 2, if the employee utilizes his/her own vehicle to facilitate the carpooling. If the Sheriff's Office offers transportation (including any carpooling option) that is declined by the probationary employee, the employee must make his own arrangements for travel to the Academy at his own expense

3. Meals: Meals are provided at the downstate academy so no per diem or reimbursement for meals is applicable.

b.) Suburban

1. Travel Time: Probationary employees attending a suburban Basic Law Enforcement Officers Training course shall not receive any compensation for travel to and from the facility.

2. Vehicle: Generally the Sheriff's office will make available a departmental vehicle for transportation to and from the Training facility. Probationary employees are required to car pool to the Academy. If no car is available to use for attendance at a suburban Academy, the Sheriff's Office will provide fuel for one personal vehicle to be used for carpooling

purposes. If the Sheriff's office offers transportation (including any carpooling option that is declined by the probationary employee, the employee must make his own arrangements for travel to the Academy at his own expense.

3. Meals: No per diem or reimbursement for meals is provided.

ARTICLE 22
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 Sheriff's Department. Generally, this shall be interpreted to mean five (5) uniforms per person where uniforms are required by the Employer.

Section 2 Plain Clothing Allowance

Employees, who are assigned to the CID unit are required by the Employer to work in plain clothes, shall be reimbursed up to $1,500.00 annually for the purchase of clothing. In order to receive the reimbursement the affected employees must provide receipts documenting the purchase. For the second and subsequent years in the assignment, an employee is eligible to receive reimbursement for the purchase of civilian attire up to the amount of $1000.00 on a fiscal year basis (pro-rated on a monthly basis for employees entering the unit mid-year). The employee will receive no more than one-half the reimbursement ($750.00) each six (6) months of the fiscal year. The employee will receive a pro rata share of the clothing allowance based on the date of assignment to the position. The Employer will make a good faith effort to reimburse the employee within 45 days of receipt of the receipts supporting the purchases(s). The employee will not be required to reimburse the Employer if the employee is transferred or promoted out of the unit mid-year.

Section 3. Marine Unit

Marine Unit employees will wear a distinct rocker patch marked marine unit on their Uniform
s.

ARTICLE 23
VACATIONS

All employees covered by this Agreement shall earn vacation time from their date of employment pursuant to Section 4-2 of the Lake County Personnel Policies and Procedures Ordinance.

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 all other non-union Lake County 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 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 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 the employee is required to exert physical force or is attacked by another person. Incident is to be documented 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 Procedures Ordinance, the Employer agrees to abide by the terms and conditions of this contract.

Section 5. Special Details
All special details performed by deputy sheriff personnel in uniform or civilian clothing and under the authority or sanctioned by the Sheriff's Office shall be made available to any deputy sheriff qualified to perform the duties required as determined by the Employer.

Section 6. Specialty Unit Assignments
The Employer in its sole discretion may create or disband specialty units within the

divisions of the Sheriff's Department. The Employer will provide the Union with a list of Specialty Units on an annual basis. Absent emergency, the Employer will give the Union thirty (30) days' notice of the creation or the disbanding of any specialty unit(s).

Generally, all vacancies in specialty units shall be filled by the most qualified applicants as determined by the Employer, who possess a minimum of three (3) years' experience as a Grade One Deputy. If the Employer fills a vacancy with an applicant with less than three (3) years' experience, it will reduce the reasons to writing, if requested by the Union. Applicants shall be solicited by the Employer from the ranks of employees deemed by the Employer, in its sole discretion, to be able to fulfill the requirements of the assignment.

The Employer shall post notice of any vacancy in such units so as to afford all eligible employees the opportunity to submit their application for consideration. The Employer shall conduct fair and objective reviews of the applications received. Employees may elect to resign from a specialty unit assignment and be reassigned provided:

(1) the employee has held the specialty for a period of at least three (3) years; and
(2) during the period from May 1st through May 30th, the employee notifies the Employer in writing of his/her desire to resign from the specialty unit assignment and be reassigned.

The Employer may require such employee to continue to hold and/or serve in the specialty unit assignment for a period not to exceed one hundred and eighty (180) days from the date notice of desire to resign was received. Not later than the expiration of the one hundred eighty (180) day period, the employee shall be reassigned.

Section 7. Cross Utilization

Personnel of the Law Enforcement Division or Peace Officer unit shall not perform work or duties of the personnel assigned to the Corrections Division or the security unit, except where they interface as described in this section, unless circumstances requiring immediate assistance occur or an emergency situation exists. Correspondingly, no personnel of the Corrections Division shall perform duties of the Law Enforcement Division. The following tasks shall be considered as Security Unit work where Security Unit employees interface with Peace Officer employees in Court Services. Work requiring the transport to the court room of prisoners leaving the Custody of the Corrections Division from the staging areas of the jail, maintaining Prisoner Custody in the Court Room, and the return of Prisoner Custody to the staging area of the jail is Security Unit work.

Section 8. Tuition Reimbursement

Tuition will be reimbursed to a maximum of $500.00 consistent with Section 7-8 of the Lake County Personnel Policies and Procedures Ordinance.

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.

ARTICLE 27
SECONDARY EMPLOYMENT

Section 1.

The Employer reserves the right to restrict secondary employment for good cause.

Section 2.

Secondary employment is defined as any outside business activity or outside employment including self-employment from which the employee receives income or wages from any individual or corporate entity other than the Employer.

Section 3. Standards

a. An employee may engage in any secondary employment provided that it is not inconsistent with or incompatible with or does not interfere with the proper discharge of the employee's duties.

b. Approval for secondary employment must be obtained from the Employer. A request to approve secondary employment must include the place of employment, address, phone number, supervisor's name and hours of employment so that the employee may be reached in an emergency. Approval for secondary employment shall be for a period of up to one year. The employee may request that it be renewed after one year.

c. An employee's request for secondary employment or renewal thereof may be denied for good cause or any of the following reasons:

(1) Where the Employer's uniform, badge, LEADS line, vehicle, or equipment is utilized unless specifically approved by the Sheriff.
(2) Where the hours worked cause the employee such fatigue that he/she is unable to properly perform his/her job duties.
(3) Where a conflict of interest with his/her job duties is created for the Employer; secondary employment at any establishment involved in the sale or the serving of alcoholic beverages will be considered as creating such a conflict.
(4) Where the type of secondary employment is prohibited by law or negatively reflects upon the Employer.

(5) Where the employee has not provided the Employer with a signed Indemnification Agreement from the secondary employer agreeing to indemnify and hold Lake County and the Office of the

Sheriff of Lake County harmless from any and all acts performed by the employee or injuries occurring to the employee while performing his/her secondary employment duties. The Indemnification Agreement is attached hereto as Appendix E

(6)

Section 4. Denial of Request for Secondary Employment

If the employee's request for secondary employment is denied, a copy of the request including the reasons for the denial shall be given to the employee and with a copy placed in his/her personnel file.

ARTICLE 28
EMPLOYEE TESTING

Section 1. Statement of Policy

It is the policy of the Employer that the public has a reasonable right to expect the employees of the County to be free from the effects of drugs and alcohol. The Employer has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any rights of the employees established in this Agreement.

Section 2. Prohibition

Employees shall be prohibited from:

(a) being under the influence of alcohol or illegal drugs during the course of their workday;

(b) consuming or possessing alcohol, except as may be necessary in the performance of duty, at any time during or just prior to the beginning of the work day, or anywhere on the Employer's premises or work sites, buildings or properties or any vehicle owned by the Employer or any vehicle not owned by the Employer but use in service to the Employer;

(c) the unlawful manufacture, possession, use, sale, purchase, dispensation, or delivery of any illegal drug at any time and at any place except as may be necessary in the performance of duty;

(d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking;

(e) intentionally tampering with, substituting for, or causing another person to tamper" with, substitute for a urine and/or blood specimen.

Section 3. Drug and Alcohol Testing Permitted

Where the Employer has reasonable suspicion to believe:

(a) that an employee is under the influence of alcohol or illegal drugs during the course of the work day;

(b) has abused prescribed drugs; or

(c) has used illegal drugs.

The Employer shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The Employer may also require an employee to randomly submit to alcohol or drug testing where the employee is voluntarily assigned to a departmental drug enforcement group for a period of at least thirty (30) days and where such employee's duties are primarily related to drug enforcement. The Employer may require any employee voluntarily accepting an assignment requiring a commercial driver's license to submit to alcohol or drug testing as may be permitted by law. At least two supervisory personnel in the Sheriff's Department must state their reasonable suspicions concerning an affected employee prior to any direction to submit the employee to the testing authorized herein. The foregoing shall not limit the right of the Employer to conduct any tests it may deem appropriate for persons seeking employment with the Sheriff's Office or upon promotion to another position within the department. There shall be no random or unit wide testing of employees, except random testing of individuals as authorized in this Article.

Section 4. Order to Submit to Testing

At the time an employee is directed to submit to testing as authorized by this Agreement, the Employer shall provide the employee with oral notice briefly outlining the reasonable suspicion leading to the request. Within seventy-two (72) hours of the time an employee is ordered to submit to testing authorized by this Agreement, the Employer shall provide to the employee and the Union with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the employee's taking of the test shall not be construed as a wavier of any objection or rights that he or she may possess.

Section 5. Tests to be Conducted

In conducting the testing authorized by this Agreement, the Employer shall:

(a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration ("SAMHSA")

(b) select a laboratory or facility that conforms to all SAMHSA standards;

(c) establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result;

(d) collect a sufficient sample of the bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for latter testing if requested by the employee;

(e) collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration;

(f) confirm any sample that tests positive in the initial screening for drugs by re-testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

(g) provide the tested employee with the opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Employer within seventy-two (72) hours of receiving the results of the tests;

(h) require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and the confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of the tests administered), the Employer will not use such information in any manner or forum adverse to the employee's interests;

(i) require that with regard to alcohol testing, for the purpose of determining whether the employee is Under the influence of alcohol, test results showing an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the Employer from attempting to show that test results of .02 or .03 demonstrate that the employee was impaired , but the Employer shall bear the burden of proof in such cases);

(j) provide the employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;

(k) insure that no employee is the subject of any adverse employment action except emergency temporary assignment or relief of duty during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 6. Right to Contest

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the notice to submit to the tests, the right to test, the administration of the tests, significance and accuracy of the tests, the results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section 7. Voluntary Requests for Assistance and Discipline

The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem prior to an order to test or a "positive" test, other than the Employer may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Employer shall make available through its Employee Assistance Program (EAP) a means by which the employee may obtain short term counseling and/or referrals to treatment. All such requests for EAP assistance and/or referral to treatment shall remain confidential and any information received by the Employer concerning counseling, referral, and/or treatment shall not be used in any manner adverse to the employee's interest, except as described in this Agreement.

The foregoing is contingent upon:

(a) the employee agreeing to the appropriate treatment as determined by the physician(s) involved; and
(b) the employee discontinues his use of illegal drugs or abuse of alcohol; and
(c) the employee completes the course of treatment prescribed, including an "after-care" group for a period up to twelve months; and
(d) the employee agrees to submit to random testing during hours of work during the period of "after-care".

Employees who do not agree to or who do not act in accordance with the foregoing, or test positive a second or subsequent time for the presence of illegal drugs or alcohol during hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as insulating an employee from violations of other Employer policies or an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall use accumulated paid leave or take unpaid leave of absence, pending treatment.

ARTICLE 29

AUTHORITY OF 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 30
DURATION

Section 1. Term of Agreement

This Agreement shall be effective upon signing and shall remain in full force and effect until November 30, ~~2019.~~ 2020. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be written date of receipt.

In the event such notice to negotiate is given, then the parties meet not later than ten (10) days' after the date of receipt of such notice, or at such reasonable times as agreeable to both parties for the purposes of negotiation. Any impasses at said negotiations shall be resolved by invoking the procedures of Section 14 of the Illinois Public Labor Relations Act.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this_____ day of_____201 8.

FOR THE EMPLOYER:

Carol Calabresa
Chairperson
Lake County Board

Mark C. Curran, Jr.,
Sheriff
Lake County

Carla Wyckoff
County Clerk
Lake County

FOR THE UNION:

_____

_____

_____

_____

_____

_____

_____

Appendix A

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 to 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

ILLINOIS COUNCIL OF POLICE

24-Hour Toll-Free Phone: 1(800) 832-7501
Business Hours Office Phone: (630) 832-6772
Fax: (630) 832-6978
E-mail: icops@sbcglobal.net

GRIEVANCE REPORT

Grievance # _____

Department: _____ Date Filed: _____

Grievant's Name: _____

STEP ONE / TWO / THREE

Date of Incident or Date knew of Facts giving rise to Grievance: _____

Violated Article(s) and Section(s) of Contract: _____ Article
_____ Section
(or any other applicable contract sections)

Briefly state the facts: _____

Remedy Sought: _____

(USE ADDITIONAL SHEETS IF NECESSARY)

Given to: Date/Time:

_____ _____
Grievants Signature ICOPs Signature

EMPLOYER'S STEP ONE / TWO / THREE RESPONSE

_____

_____

_____ _____
Employer Representative Signature Position

_____ _____
Person To Whom Response Given Date

Matter Resolved: _____

Appendix C

Pay Classification Table

FY 2016 Longevity Scale
FY 2017 Longevity Scale
FY 2018 Longevity Scale
FY 2019 Longevity Scale

2015 Rates for all							
Deputy	30.94	32.49	34.11	35.82	37.61	39.49	43.29
Dispatch Shift Supervisors	28.33	29.75	31.23	32.80	34.44	36.16	39.64
Dispatch Asst Supervisors	26.75	28.09	29.50	30.97	32.52	34.14	37.43
Radio Dispatchers/Utility Worker	25.18	26.43	27.76	29.14	30.60	32.13	35.22

Deputy

	Start	Year 1	Year 2	Year 3	Year 4	Year 6	Year 8	
12/1/2016	31.63615	33.22103	34.87748	36.62595	38.45623	40.37853	44.26403	2.25%
12/1/2017	32.42705	34.05155	35.74941	37.5416	39.41763	41.38799	45.37063	2.50%
12/1/2018	33.23773	34.90284	36.64315	38.48014	40.40307	42.42269	46.50489	2.50%
12/1/2019	34.06867	35.77541	37.55923	39.44214	41.41315	43.48326	47.66751	2.50%
Step Increase------->		5%	5%	5%	5%	5%	9.62%	

Dispatch Shift Supervisors

	Start	Year 1	Year 2	Year 3	Year 4	Year 6	Year 8	
12/1/2016	28.96743	30.41938	31.93268	33.538	35.2149	36.9736	40.5319	2.25%
12/1/2017	29.69161	31.17986	32.73099	34.37645	36.09527	37.89794	41.5452	2.50%
12/1/2018	30.4339	31.95936	33.54927	35.23586	36.99765	38.84539	42.58383	2.50%
12/1/2019	31.19475	32.75834	34.388	36.11676	37.9226	39.81652	43.64842	2.50%
Step Increase------->		5%	5%	5%	5%	5%	9.62%	

Dispatch Assistant Supervisors

	Start	Year 1	Year 2	Year 3	Year 4	Year 6	Year 8	
12/1/2016	27.35188	28.72203	30.16375	31.66683	33.2517	34.90815	38.27218	2.25%
12/1/2017	28.03567	29.44008	30.91784	32.4585	34.08299	35.78085	39.22898	2.50%
12/1/2018	28.73656	30.17608	31.69079	33.26996	34.93507	36.67538	40.2097	2.50%
12/1/2019	29.45498	30.93048	32.48306	34.10171	35.80844	37.59226	41.21495	2.50%
Step Increase------->		5%	5%	5%	5%	5%	9.62%	

Radio Dispatchers/Utility Workers

	Start	Year 1	Year 2	Year 3	Year 4	Year 6	Year 8	
12/1/2016	25.74655	27.02468	28.3846	29.79565	31.2885	32.85293	36.01245	2.25%
12/1/2017	26.39021	27.70029	29.09422	30.54054	32.07071	33.67425	36.91276	2.50%
12/1/2018	27.04997	28.3928	29.82157	31.30405	32.87248	34.5161	37.83558	2.50%
12/1/2019	27.72622	29.10262	30.56711	32.08666	33.69429	35.37901	38.78147	2.50%
Step Increase------->		5%	5%	5%	5%	5%	9.62%	

Level VII

Deputy Sheriff/Highway Patrol
" " /Detective
" " /Warrant Process Server
" " /Process Server
" " /Court Security

Level VI

Lead Dispatch Supervisor

Level V

Assistant Dispatch Supervisor

Level IV

Radio Dispatcher Senior
Utility Worker

ADDENDUM LETTER TO DEPUTY CONTRACT

The Sheriff's Office Administration and Illinois Council of Police Peace Officer Unit agree that the Lake County Sheriff's Office Tactical Response Team is a very specialized unit that requires unique and additional training opportunities.

Therefore, it is agreed that during the course of each calendar year, the Tactical Response Team will be allowed to attend one (1) additional training exercise as a unit for a two (2) to five (5) consecutive day period of time. The training which may consist of tactical competitions, instruction at regional venues or local training taught by nationally recognized Instructors must receive approval from the Sheriff's Office Administration.

All reasonable attempts will be made to schedule this training with significant advanced notice and in a manner to minimize impact on staffing, hire-backs at an overtime rate and the training budget.

APPENDIX D-1

ELECTION, WAIVER AND RELEASE FOR DISCIPLINARY PROCESS FOR UNPAID SUSPENSIONS IN EXCESS OF 30 DAYS AND TERMINATIONS—Grade One Deputy

I, _____, a Deputy Sheriff with the Lake County Sheriff's Office and a member of the Illinois Council of Police being proposed for discipline by the Lake County Sheriff's Office, have been informed of my option to dispute discipline in accordance with the Labor Agreement between the Lake County Sheriff's Office and the Illinois Council of Police.

I understand that, in accordance with Section 6 of the Discipline article, I and the Union have seven (7) business days to submit a copy of this Form notifying the Sheriff in writing of the intent to arbitrate the Decision to Discipline to the Sheriff's designee(s). This Form when filed with the completed grievance form (Appendix B) constitutes a grievance which shall be deemed filed at Step 4, the arbitration step of the grievance procedure. When a grievance is elected, the arbitrator will determine whether the discipline was imposed for just cause. If I and Union fail to elect the grievance and arbitration provisions of this Agreement or a complaint pursuant to the Lake County Policies and Procedures Ordinance, I retain my rights to a hearing for UNPAID suspensions in excess of 30 days in a 12 month period, demotions and terminations before the Lake County Sheriff's Merit Commission, in accordance with the Counties Code, Sheriff's Merit System, 55 ILCS 5/3-8014 *et seq.*, as amended.

(_____) (*initial*) I understand that I may elect to pursue a grievance over such unpaid suspension in excess of 30 days in a 12 month period, demotion or a termination (Option A), or I may choose to dispute the discipline (unpaid suspension in excess of 30 days, demotion or termination) before the Lake County Sheriff's Merit Commission (Option B), or I may file a complaint in accordance with the Lake County Personnel Policies and Procedures Ordinance (Option C), but not more than one of the options. I understand that an election of one of these procedures is a waiver of my rights and remedies to the other to the extent described within Section 3 of the grievance and arbitration procedure and Section 6 of the Discipline article.

I have had an opportunity to discuss these options with a Union representative and choose to dispute the proposed discipline before the following forum:

A. Grievance Arbitration (_____)

By selecting the grievance and arbitration process alternative, I acknowledge my understanding that the Sheriff has the right to unilaterally impose the proposed discipline immediately, to be effective on the date of the Decision to Discipline, subject to possible later modification or reversal by an arbitrator should the Union choose to pursue a grievance through the grievance and arbitration provisions of the Agreement. An arbitrator will determine whether the discipline was imposed for just cause. By electing to file a grievance over my discipline, I hereby release Lake County/Sheriff, the Lake County Sheriff's Merit Commission and the Illinois Council of Police as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

I hereby elect the grievance arbitration procedure and waive my rights to a hearing before the Lake County Sheriff's Merit Commission or to file a complaint pursuant to the Lake County Personnel Policies and Procedures Ordinance as described within Section 3 of the grievance procedure and Section 6 of the Discipline article. This document when filed with the completed grievance form (Appendix B) will be considered my grievance.

Agreed: _____ Date: _____

Witness: _____ Date: _____

B. Lake County Sheriff's Merit Commission (_____)

By selecting to have discipline (unpaid suspension is excess of 30 days in a 12 month period, demotion and termination) imposed by the Lake County Sheriff's Merit Commission, I understand that the Sheriff will file charges with the Lake County Sheriff's Merit Commission and I will have a hearing over such discipline before them in accordance with their rules and the laws of the State of Illinois as provided within the Counties Code, Sheriff's Merit System, 55 ILCS 5/3-8001 *et seq.*, as amended. I agree that such hearing shall be a waiver of the grievance and arbitration procedures of the Labor Agreement between the Lake County/Sheriff and Illinois Council of Police and the complaint procedure pursuant to the Lake County Personnel Policies and Procedures Ordinance.

By electing to have a hearing before the Lake County Sheriff's Merit Commission over my suspension in excess of 30 days in a 12 month period, demotion or termination, I hereby release Lake County/Sheriff, the Lake County Sheriff's Merit Commission and the Illinois Council of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election. I understand that this hearing will be subject to the Rules and Regulations of the Lake County Sheriff's Merit Commission.

I agree that such hearing shall be a waiver of the grievance/ arbitration procedures of the Labor Agreement between Lake County/Sheriff and the Illinois Council of Police and the complaint procedure under the Lake County Policies and Procedures Ordinance. I hereby acknowledge that charges will be filed with the Lake County Sheriff's Merit Commission requesting my discipline (unpaid suspension in excess of 30 days in a 12 month period, demotion or termination).

Agreed: _____ Date: _____

Agreed: _____ Date: _____

Witness: _____ Date: _____

C. **Lake County Personnel Policies and Procedures (_____)**

By selecting to file a complaint over my discipline pursuant to the Lake County Personnel Policies and Procedures Ordinance, I understand that I am waiving pursuit of a grievance under the grievance and arbitration procedures of the Labor Agreement between the Lake County/Sheriff and Illinois Council of Police and a hearing by the Lake County Sheriff's Merit Commission.

I hereby release Lake County/Sheriff, the Lake County Sheriff's Merit Commission and the Illinois Council of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

I hereby elect the complaint procedure and agree that such election shall be a waiver of the grievance/ arbitration procedures of the Labor Agreement between Lake County/Sheriff and the Illinois Council of Police and a hearing before the Lake County Sheriff's Merit Commission. This document shall be considered my complaint.

Agreed: _____ Date:_____

Agreed: _____ Date: _____

Witness: _____ Date: _____

Received by the Sheriff's Office:_____

Date: _____

APPENDIX D-2

ELECTION, WAIVER AND RELEASE FOR OTHER DISCIPLINARY CHALLENGES—Grade One Deputies

I, _____, an employee of the Lake County Sheriff's Office and a member of the Illinois Council of Police being proposed for discipline by the Lake County Sheriff's Office, am aware of my option to dispute discipline in accordance with the Labor Agreement between the Lake County Sheriff's Office and the Illinois Council of Police.

I understand that, in accordance with Section 6 of the Discipline article, I and the Union

have seven (7) business days to submit a copy of this Form notifying the Sheriff in writing of the intent to arbitrate the Decision to Discipline to the Sheriff's designee(s). This Form filed in conjunction with the completed grievance form (Appendix B) constitutes a grievance which shall be deemed filed at Step 1, the arbitration step of the grievance procedure or a complaint under the Lake County Personnel Policies and Procedures Ordinance, whichever is applicable. When a grievance is elected, the arbitrator will determine whether the discipline was imposed for just cause. If I and Union fail to elect the grievance and arbitration provisions of this Agreement or a complaint under the Lake County Policies and Procedures Ordinance, I waive any right to challenge such discipline.

(_____) (*initial*) I understand that I may elect to pursue a grievance over such discipline, or I may choose to dispute the discipline pursuant to the Lake County Personnel Policies and Procedures Ordinance (Option B), but not both. I understand that an election of one of these procedures is a waiver of my rights and remedies to the other to the extent described within Section 3 of the grievance and arbitration procedure and Section 6 of the Discipline article.

I have had an opportunity to discuss these options with a Union representative and choose to dispute the proposed discipline before the following forum:

A. Grievance Arbitration __(____)

By selecting the grievance and arbitration process alternative, I acknowledge my understanding that the Sheriff has the right to unilaterally impose the proposed discipline immediately, to be effective on the date of the Decision to Discipline, subject to possible later modification or reversal by an arbitrator should the Union choose to pursue a grievance through the grievance and arbitration provisions of the Agreement. An arbitrator will determine whether the discipline was imposed for just cause. By electing to file a grievance over my discipline, I hereby release Lake County/Sheriff and the Illinois Council of Police as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

I hereby elect the grievance arbitration procedure and waive my rights to file a complaint under the Lake County Personnel Policies and Procedures Ordinance. This document filed in conjunction with the completed grievance form (Appendix B) will be considered my grievance.

Agreed: _____ Date: _____

Witness: _____ Date: _____

B. Lake County Personnel Policies and Procedures____(_____)

By selecting to file a complaint over my discipline pursuant to the Lake County Personnel Policies and Procedures Ordinance, I understand that I am waiving pursuit of a grievance under the grievance and arbitration procedures of the Labor Agreement between the Lake County/Sheriff and Illinois Council of Police.

I hereby release Lake County/Sheriff and the Illinois Council of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

I hereby elect the complaint procedure agree that such election shall be a waiver of the grievance/ arbitration procedures of the Labor Agreement between Lake County/Sheriff and the Illinois Council of Police.

Agreed: _____ Date:_____

Agreed: _____ Date: _____

Witness: _____ Date: _____

Received by the Sheriff's Office:_____

APPENDIX D-3

ELECTION, WAIVER AND RELEASE FOR DISCIPLINARY CHALLENGES - Civilians

I, _____, an employee of the Lake County Sheriff's Office and a member of the Illinois Council of Police being proposed for discipline by the Lake County Sheriff's Office, am aware of my option to dispute discipline in accordance with the Labor Agreement between the Lake County Sheriff's Office and the Illinois Council of Police.

I understand that, in accordance with Section 6 of the Discipline article, I and the Union have seven (7) business days to submit a copy of this Form notifying the Sheriff in writing of the intent to arbitrate the Decision to Discipline to the Sheriff's designee(s). This Form when filed in conjunction with a completed grievance form (Appendix B) constitutes a grievance which shall be deemed filed at Step 1, the arbitration step of the grievance procedure or a complaint under the Lake County Personnel Policies and Procedures Ordinance, whichever is applicable. When a grievance is elected, the arbitrator will determine whether the discipline was imposed for just cause. If I and Union fail to elect the grievance and arbitration provisions of this Agreement or a complaint under the Lake County Personnel Policies and Procedures Ordinance in accordance with the timeframes set forth herein, I waive any right to challenge the discipline.

(_____) (*initial*) I understand that I may elect to pursue a grievance over such discipline, or I

may choose to dispute the discipline pursuant to the Lake County Personnel Policies and Procedures Ordinance (Option B), but not both. I understand that an election of one of these procedures is a waiver of my rights and remedies to the other to the extent described within Section 3 of the grievance and arbitration procedure.

I have had an opportunity to discuss these options with a Union representative and choose to dispute the proposed discipline before the following forum:

A. Grievance Arbitration __(____)

By selecting the grievance and arbitration process alternative, I acknowledge my understanding that the Sheriff has the right to unilaterally impose the proposed discipline immediately, to be effective on the date of the Decision to Discipline, subject to possible later modification or reversal by an arbitrator should the Union choose to pursue a grievance through the grievance and arbitration provisions of the Agreement. An arbitrator will determine whether the discipline was imposed for just cause. By electing to file a grievance over my discipline, I hereby release Lake County/Sheriff and the Illinois Council of Police as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

I hereby elect the grievance arbitration procedure and waive my rights to file a complaint under the Lake County Personnel Policies and Procedures Ordinance. This document will be considered my grievance.

Agreed: _____ Date: _____

Witness: _____ Date: _____

B. Lake County Personnel Policies and Procedures Ordinance____(_____)

By selecting to file a complaint over my discipline pursuant to the Lake County Personnel Policies and Procedures Ordinance, I understand that I am waiving pursuit of a grievance under the grievance and arbitration procedures of the Labor Agreement between the Lake County/Sheriff and Illinois Council of Police.

I hereby release Lake County/Sheriff and the Illinois Council of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

I hereby elect the complaint procedure and agree that such election shall be a waiver of the grievance/ arbitration procedures of the Labor Agreement between Lake County/Sheriff and the Illinois Council of Police.

Agreed: _____ Date: _____

Agreed: _____ Date: _____

Witness: _____ Date: _____

Received by the Sheriff's Office:_____

Date: _____

APPENDIX E

SECONDARY EMPLOYMENT INDEMNITY AGREEMENT

Agreement made _____, 20 ____, between _____,
Address _____, County of _____
State of Illinois herein referred to as Indemnitor, and the County of Lake and Lake County Sheriff (here in referred to as "Indemnitees").

In consideration for indemnitees' permission to allow the herein named employee of the indemnitees to be employed in any capacity for indemnitor, it is hereby agreed:

Section One
Indemnitor undertakes to indemnify indemnitees against any and all claims, suits, actions, damages, cost, charges and expenses, including court costs and attorney's fees and against all liability, losses and damages of any nature whatever, that indemnitees shall or may at any time be put to by reason of secondary employment of _____
_____

Section Two
Indemnitor agrees to defend indemnitees against any claims brought or actions filed against indemnitor with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully brought or filed. In case a claim shall be brought or any action be filed with respect to the subject indemnity herein, indemnitor agrees that indemnitee may, with indemnitor's insurance company's approval, employ attorneys of its own selection appear and defend the claim or action on behalf of indemnitees, at the expense of indemnitor.

Section Three
Indemnitees agrees to notify indemnitor in writing, within 30 days, by registered mail, at indemnitors address as stated in this agreement, if any claim made against indemnitees on the obligations indemnified against. Notification shall be effective on the date of mailing.

Section Four
Indemnitor agrees to reimburse indemnitees for any necessary expenses, attorney's fees, or costs incurred in the enforcement of any part of this indemnity agreement.

Section Five
Indemnitor agrees to pay indemnitees interest at the rate of eight percent (8%) per annum on the amount of the loss indemnified against, from the date of the loss until such amount, plus interest, is paid. Indemnitor further agrees to pay indemnitees interest at the same rate on any sums indemnitees is obliged to pay, either in the enforcement of this agreement, or as advance payment or any other payment of any of the loss indemnified against, from the date of such payments until such sums, including interest, are paid.

Section Six

There shall be no modification or change in the terms of this agreement without the written approval of indemnitees. Cancellation of this agreement may only occur when indemnitor no longer employs ___ _____ and only written acceptance thereof by indemnitee. Cancellation shall not relieve indemnitor from liability for claims, regardless of when made, resulting from occurrences which took place during the period of this agreement.

In witness thereof, the parties have executed this agreement at _____ on _____, 20 _____ .

_____ _____

Lake County Sheriff Corporate/Governmental Title

Dated: Dated: _____

Side Letter

Lake County and the Lake County Sheriff's Office (hereinafter "Employers") and the Illinois Council of Police (hereinafter "ICOPs") agree as follows:

The Employers agree to pay retroactive pay pursuant to Article 10 Section 2 to the estate of Robert Brett Knabel for the period from December 1, 2016 to July 11, 2017.

Lake County Sheriff /County of Lake Illinois Council of Police

By:_____ By:_____

Dated: Dated: _____