

# **Labor Agreement**

**Lake County Board Lake County**

**Sheriff**

**&**

**Court Security Division**

**Teamsters Local 700**

**April 11, 2017 through November 30, 2022**

**Sandy Hart  
Chair**

**John Idleburg  
Sheriff**



## **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 Teamsters Local 700 Union (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 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, full time, or part time status. For purposes of this Agreement, the term "temporary" employee, previously used as a payroll classification for any employee that works less than 1,000 hours per year, will be removed. County administration may continue to use the term the "temporary employee" classification for budget and administrative purposes only.
  
- C. "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 16 of this Agreement. All probationary employees covered by this Agreement shall serve a probationary period of Twelve (12) months. The discipline, discharge, or demotion 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. "CSO" refers to Court Security Officer

F. "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 employees in the classification below as such are described in the Illinois State Labor Relation Board & Certificate of Representation dated April 11, 2017, in case No. S-RC-17-007. The bargaining unit shall include the following job classifications:

Included: All Court Security personnel working for the Lake County Sheriff's Office in the following titles: Court Security Officer

Excluded: All sworn Deputy Sheriffs; all Sergeants, Lieutenants, Deputy Chiefs and Chiefs; all professional, confidential, supervisory and managerial employees as defined by the Act and all other employees of Lake County covered under the Illinois Public Labor Relations Act.

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

## **ARTICLE 2 - NON-DISCRIMINATION**

### **Section 1 Use of Masculine Pronoun**

The use of the masculine pronoun in this agreement is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun and/or gender neutral pronouns 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 DEDUCTION/FAIR SHARE**

### **Section 1 Dues Deduction**

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such form, Exhibit A, and any authorized increase therein, and shall remit such deductions monthly to the Teamsters Local 700 at the address designated by the Union in accordance with the laws of the State of Illinois.

The Union shall advise the Employer of any increase in dues, in writing, at least sixty (60) days prior to its effective date.

Additionally, new members of the bargaining unit will be allowed thirty (30) minutes to meet with their union representative within the first ninety (90) days of employment to advise them of their union benefits. This meeting will take place at the request of the union representative, and will not take either employee out of service from his respective assignment.

### **Section 2 Fair Share**

On June 27, 2018, in *Janus v. AFSCME, Council 31*, 138 S. Ct. 2448 (2018), the

Supreme Court of the United States declared that "fair share" fees, statutory procedures and public sector union contracts provisions related thereto were unconstitutional. The decision also held that neither an agency fee nor any other payment to the Union could be deducted from a non-union member's wages, nor any other attempt could be made to collect such a payment, unless the employee affirmatively consented to the same. The Parties acknowledge and agree that they will abide by the Supreme Court's ruling in the *Janus* decision. Furthermore, pursuant to the provisions of Section 3.3, the Union agrees to assume full responsibility agrees to defend and indemnify the County in the event of any claim to recover any "fair share" or "agency fees" collected by the Union subsequent to the issuance of the *Janus* decision.

### Section 3 Indemnification

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with any provision of this Article. If any incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

### Section 1 Rights

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 Office of the Sheriff.
- B. To determine and change the purpose, composition and function of each of its constituent departments, divisions, 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 employees, determine examination techniques for new employees and to direct the employees of the Office of the Sheriff, 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 and non-probationary employee covered by this Agreement for Just Cause.
- H. To establish, implement and maintain an effective internal control program including the establishment, promulgation and enforcement of reasonable rules of conduct and regulations in the workplace.
- I. To determine office, divisions, section, and work to be performed therein.
- J. To relieve employees from duty because of lack of work or other legitimate reasons.
- K. To determine the number of hours of work and shifts per workweek.
- L. To establish and change work schedules and assignments and transfer employees within and amount the divisions of the Office of the Sheriff.
- M. To introduce new methods of operation.
- N. To eliminate, contract (the Employer agrees to negotiate the impact of its decision to contract) and relocate or transfer work to maintain efficiency.
- O. To direct employees in their tasks.

## Section 2 Responsibilities

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 – CONFLICTS**

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 6 - 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 that Employer during the term of this Agreement. Neither the Union nor any employee covered by this Agreement shall refuse to cross any picket line, by whoever established.

### **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 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 7 - 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 a violation of the provisions of this Agreement by either party. 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. If the grievance is not timely submitted or appealed it is waived and cannot be reinstated.

Violations of the Agreement related to discipline are subject to the grievance process only if the discipline involves a written reprimand, suspension or discharge. Verbal warnings, whether documented or not, are not subject to the grievance procedure.

### **Section 2 Grievance Steps**

STEP ONE: The employee, with or without a Union representative, shall present a grievance (Grievance Form attached as Exhibit B) to the employee's court security supervisor within fourteen (14) 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 grievance shall set forth the facts of the grievance, the specific provisions of this agreement in dispute and the remedy sought.

The Deputy Chief or designee shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his supervisor, and Union Representative within fourteen (14) calendar days after receipt of the grievance from the Union. The Deputy Chief of Court Security shall then render a decision, based on the supplied information during the meeting, within fourteen (14) calendar days of the meeting, submitting a copy to both grievant and the labor Union office located in Park Ridge, Illinois. The copy can be tendered personally, by way

of email or by way of mail service.

STEP TWO: If the grievance is not adjusted in Step One, the grievance shall be submitted in writing to the Division Head or Designee of Court Security within fourteen (14) calendar days of receipt of the response from the Head of Court Security at Step One. A meeting shall be held at a mutually agreeable time and place with the Chief of Court Security (or his designee) and will be attended by Division Chief when possible (or their designee) 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 Division Chief or designee of Court Security shall give the Union the Employer's answer within fourteen (14) calendar days following their meeting, submitting a copy to both grievant and the labor Union office located in Park Ridge, Illinois. The copy can be tendered personally, by way of email or by way of mail service.

STEP THREE: If the grievance is not adjusted in Step Two, the grievance shall be submitted in writing to the Sheriff or within fourteen (14) calendar days of receipt of the response from the Division Head or Designee of Court Security at Step Two. A meeting shall be held at a mutually agreeable time and place with the Sheriff (or his designee) 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 designee) shall give the Union the Employer's answer within fourteen (14) calendar days following their meeting, submitting a copy to both grievant and the labor Union office located in Park Ridge, Illinois. The copy can be tendered personally, by way of email or by way of mail service.

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. The Union must serve by certified U.S. Mail the Sheriff with written notice of intent to appeal a grievance to arbitration within fourteen (14) calendar days after receipt of the Division

### Chief's answer at Step Three

In the absence of agreement on a neutral arbitrator, the Union shall file a request with the Federal Mediation & Conciliation Service ("FMCS") for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. 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 one-hundred (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) working days of its receipt and request that a new panel be submitted. The Sheriff and the Union shall have the right alternately to strike names from the panel. One party shall strike a name, the other party shall then strike a name, and this procedure shall continue until one name remains. The person remaining shall be the arbitrator. The party presenting the grievance shall be the first to strike a name from the panel.

The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Employer 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 nor 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.

The parties shall split the cost of the court reporter attendance fee. If both parties desire a transcribed copy of the proceedings, the parties shall share the cost for the transcription and copies. If one party wants the transcription and copy, that party shall bear the costs.

### 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.

The Parties further agree that the Grievance Procedure provided to Bargaining Unit Employees in this agreement and the hearing process provide by the Lake County Personnel Policies and Procedures Ordinance are mutually exclusive and no relief shall be available under section 10 of the Lake County Personnel Policies and Procedures Ordinance.

#### Section 4 Time Off for Grievance Meetings/Arbitration Hearings

A grievant, witness or steward who is called back by the Employer on his day off for a grievance meeting shall have such time spent considered as time worked. Employees called by the Employer to testify at arbitration hearings while off duty shall be paid at the rate of one and one-half (1½) times the employee's normal rate of pay for the time spent attending such hearing. No employee or Union representative shall leave his work to investigate, file or process grievances without first notifying and making mutual arrangements with his supervisor or designee as well as the supervisor of any unit to be visited, and such arrangements shall not be denied unreasonably.

### **ARTICLE 8 - DISCIPLINE**

#### Section 1 Employee Discipline

The Employer agrees that discipline received for violations of Employer's rules and regulations shall be subject to the grievance procedure in Article 7. 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, commensurate with the severity of the offense up to and including discharge. 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. Generally, verbal reprimands may be issued at certain times and further disciplinary action will be progressive in nature and will include the below steps:

- A. Verbal Reprimand
- B. Written Reprimand

- C. Suspension
- D. Discharge

### Section 3 Pre-disciplinary Meeting

For charges which may result in suspensions for more than five (5) days or discharge, the Employer shall notify the Union of the pre-disciplinary meeting. The employee shall be informed of his Agreement rights to Union representation at the pre-disciplinary meeting, and shall be entitled to such, provided that a Union representative is available within seventy-two (72) hours of notification. At the meeting, the Employer shall inform the employee of the reason for the contemplated suspension or discharge. The employee and the Union representative, if requested by the employee, shall be given the opportunity to rebut or clarify the reasons for such discipline. If the employee does not request Union representation, a Union 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 Labor Union 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.

## **ARTICLE 9 - LABOR/MANAGEMENT MEETINGS**

### Section 1 Procedures

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) calendar days in advance by either party by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. Such meetings and locations shall be mutually agreeable and the agenda 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 Limitations

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 meetings", 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 Expenses

When absence from work is required to attend "labor-management conferences meetings", Union members attending such conferences shall be limited to three (3) employees. Travel expenses associated with any "labor-management conferences meetings" shall be the responsibility of the employee.

### **ARTICLE 10 – LAYOFF AND RECALL**

#### Section 1 General Procedures

In the event it becomes necessary for the Employer to institute a layoff, the Employer shall give the Union at least thirty (30) days' notice of the layoff except in emergency situations wherein such period of notice may be reduced. Probationary employees will

be laid off before part-time and full-time employees. Thereafter, non-probationary employee(s) with the least seniority shall be laid off. The names of laid-off employees shall be placed on a layoff list for twelve (12) months. Employees shall be recalled on the basis of seniority in the Sheriff's Office.

## **ARTICLE 11 - EMPLOYEE SECURITY**

### **Section 1 File Inspection**

The Employer's personnel files, disciplinary history, appraisal logs, investigative files, or any 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 to 40/13.

### **Section 2 Use and Destruction of File Material**

Any files, as defined in section 2, including any materials contained therein, maintained by the Employer containing disciplinary material and/or information relating to an employee covered by this Agreement, except as may be ordered by a Court in a pending case, shall be destroyed consistent with Application No. 99:267 from the Illinois Local Records Commission and State Archives Office, unless the investigation relates to a matter which has been subject to either civil or criminal court litigation, or a pattern of sustained infractions exist. 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 unless imposed within the two-year period, in which case the original discipline and its cumulative effect shall be reset for a new two-year period.

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

## ARTICLE 12 - 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. 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 time in excess of the hours worked in the normal work day (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 C(5). Each employee shall be allowed two fifteen (15) minute breaks, at the discretion of command, and a one (1) hour meal period per tour of duty. The two fifteen (15) minute breaks and ½ hour of the one (1) hour meal period shall be considered out of service time during which the employee will only be subject to priority calls. Normally one fifteen (15) minute break will be during the morning court session and one in the afternoon session.
  
- B. Work Day Definition: The normal work day for a CSO is eight (8) hours with a one hour unpaid meal period.

### C. Work Week and Schedule

1. For purposes of scheduling, the work week for full-time CSOs shall be Monday through Sunday beginning immediately after 12 midnight on Sunday and ending at 12 midnight the following Sunday. Full-time CSOs will generally work five consecutive days Monday through Friday. The work day schedule typically starts at 8:00 am and ends at 5:00 pm, with an unpaid hour lunch typically starting at noon as provided in Section B, unless modified pursuant to Article 13. In the event of any interruption of the employee's one hour lunch as a result of going past noon or being called to duty before 1 pm, such time shall be compensable and counted toward overtime assuming the employee has worked the required number of hours to be eligible for overtime.
2. The work week for part-time CSO is Monday thru Sunday and shall consist of five consecutive days beginning immediately after 12 midnight on Sunday and ending at 12 midnight the following Sunday, The work day schedule is as scheduled by Court Security Command.
3. The work day part-time CSO's may be shortened by Court Security Command based on staffing needs.
4. The work day schedule for CSO's assigned to facility security entrances opened at 7:00 a.m. with an unpaid meal break.
5. Work performed before or after the normal workday, or during the normally unpaid meal break will be compensated at time and a half (1½ times pay or Comp) when worked by full time CSO's by full-time CSO's in excess of 40 hours will be paid at time and one-half (1 ½). Part time CSO's will be paid their normal hourly rate of pay.

- D. Weekend Court, Holiday Court and special details will be assigned using the lottery system. If the assignment is still not covered, it will be filled by ordering a CSO to work using inverse seniority without regard to the CSO's full or part-time status. The Lottery system drawing will take place no later than the 15<sup>th</sup> of the month (or the next business day) prior to the month in which the work will occur.
1. Weekend bond court will continue to be staffed on Sundays and Holidays.
  2. Officers assigned to and attending Juvenile Detention hearings will be compensated at the same rate as Weekend Bond Court. Officers will be provided one (1) hour compensation time for "stand-by" if assigned to Juvenile Detention Hearings, but no hearings are held.
- E. The Lottery system will be used to fill assignments for Weekend Bond Court, Holiday Bond Court, the County Clerk's Detail and other special details that may arise.
- F. Part-time CSO's working any of these assignments will be paid at their normal hourly pay rate.
- G. The Rotating Overtime List System is the list of CSO's that wish to be considered for unscheduled, overtime needs that may occur. CSO's can add their name to the list at the beginning of each calendar year. The list will be organized on a seniority basis. Once a manpower need arises and the list is used, calls to fill that need will be made from the list until staffing is obtained. If a CSO chooses not to work, he will be passed over for the next name on the list. The next time the list is used, selection calls will start with the next employee on the list (not at the top of the list each time). The list will be posted in the Court Security Office annually.
- H. If the need for manpower is not filled through this system, it will be filled by ordering a CSO to work using inverse seniority without regard to the CSO's full or

part-time status.

- I. If the need for manpower is not filled through this system, it will be filled by ordering a CSO to work using inverse seniority without regard to the CSO's full or part-time status.

### **ARTICLE 13 – WORK SCHEDULE CHANGES**

The Sheriff shall establish work schedules for the employees in the bargaining unit. Work schedules may be changed from time-to-time by the Sheriff as circumstances warrant. The Sheriff will be the sole determiner of any changes and any such decisions will not be subject to the grievance procedure provisions of Article 7 of this Agreement. Prior to implementing any changes, the Sheriff will give the affected employees at least forty-eight (48) hours' notice, if possible, as determined by the Division head, except in cases of emergency.

### **ARTICLE 14 – OVERTIME PAYMENT/COMPENSATORY TIME**

#### **Section 1 No Guarantees of Overtime**

There are no guarantees of overtime; however, for all CSO's that work any hours in excess of 40 hours in a week shall be paid at one and one-half (1 ½) times their actual hourly rate of pay for work performed in excess of a normal work day. If mutually agreed to by Court Security Command, compensatory time may be paid in lieu of overtime payment. Hours worked during a normal workday and normal work week (for overtime purposes) shall include hours paid as personal leave, compensatory time and holiday time off but shall not include hours paid as sick leave, vacation or uncompensated hours.

#### **Section 2 Overtime/Compensatory Time and Usage**

Overtime rate shall be computed on the basis of completed fifteen (15) minute segment. 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 requirements will not be adversely affected. Compensatory time shall be granted in fifteen-minute blocks of that employee's normal tour of duty.

### Section 3 Compensatory (Comp) Time

Full-time CSO's may accrue up to 60 hours of compensatory time. All compensatory time will be paid out in the first paycheck of December of each year at the appropriate wage rate for the previous fiscal year in which the compensatory time was accrued. All accrued compensatory time shall be paid out to the employee upon separation of service from the Sheriff's Office.

## **ARTICLE 15 - INDEMNIFICATION**

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.

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.

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.

The Employer will provide the protections set forth in Article, 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 this Article, with the Employer in defense of the action or actions or claims.

The Employer shall be responsible for, hold employees harmless for, and pay for damages or monies which may be adjudged, assessed, or otherwise levied against any employee for an alleged injury arising out of an act or omission that occurs while the employee is acting in good faith, without malice, and in their official capacity while performing their duties. In such action, absent emergency, the employees shall have legal representation by the Employer.

This provision shall only apply where the County of Lake has been given timely notice of the action against the employee, the employee cooperates with the defense of the action, and the employee is not accused of engaging in criminal or willful conduct.

## **ARTICLE 16 - SENIORITY**

### **Section 1 Definition of Seniority**

As used herein, the term "seniority" shall refer to and be defined as the continuous length of time of employment within the Court Security Division classifications covered by this Agreement, from the date of last hire. The use of Seniority shall not hinder management from ensuring appropriate staff availability within the Court Security Division of the Sheriff's Office so that the various missions of the divisions can be carried out efficiently.

For purposes of determining continuous service in the Court Security Division classification for use of benefit time, and except as provided in Section 4 of this Article, an employee who leaves the classification and returns to such classification within twelve (12) months, will retain the classification seniority for all purposes, however, an employee who continues past the twelve (12) month out of classification will not accrue seniority during the period of the absence from classification.

### **Section 2 Seniority List**

The Employer shall prepare a list setting forth the present hire dates for all employees

covered by this Agreement, including dates of changes regarding classification within thirty (30) days after the date of execution of this Agreement. Disputes as to seniority listing shall be resolved through the grievance procedure.

### Section 3 Personal Day Selection

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

### Section 4 Termination of Seniority

An employee shall have his seniority broken when he:

- A. Quits or retires from the County; 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 Office; or;
- E. Is absent for three consecutive scheduled workdays without proper notification or authorization, unless such lack of notification or authorization is due to circumstances beyond the employee's control.

Part-time CSO's seniority upon promotion to full-time CSO shall not be cumulative and such employees shall be deemed the least senior until a new full-time CSO is either hired or promoted from part-time CSO. Employees will not continue to accrue seniority for all time spent on authorized unpaid leave of absence.

### Section 5 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 17 – COURT ROOM ASSIGNMENTS**

Employees may submit a written court room assignment preference request every year between December 1<sup>st</sup> and December 31<sup>st</sup>. Employer may take into account a number of factors, including the nature of the courtroom being assigned, the individual judge's preference, schedule and the employee's seniority and experience. However, employees acknowledge and agree that they are not guaranteed to be assigned their requested court room preference. Moreover, nothing in this Article shall limit the Employer's discretion to determine and set court room assignments as it deems appropriate. The Employer's decision on courtroom assignment shall not be subject to the grievance procedure provisions of Article 7 of this Agreement.

## **ARTICLE 18 – FRINGE BENEFITS FOR FULL TIME EMPLOYEES**

### **Section 1 Vacation Leave**

#### **A. Vacation Leave**

All full time CSOs will accrue vacation leave pursuant to provisions of Rule 4.2 of the Lake County Employee Policies and Procedures.

#### **B. Vacation Time Off Requests:**

All other requests for the use of benefit time other than sick time shall be submitted to the employee's supervisor, these requests will be submitted electronically, once vacation bidding is completed, employees can submit individual or multiple day off requests for the following 12-month period (April 16th through April 15th of the following year), beginning at 12:01am on April 16th for the following 12-month period. Any such requests submitted on and after April 16th will be strictly first come first service basis and based on the operational need of the Employer and consistent with past practices for minimum disruption of services.

Employees electing to cancel any approved time off request must do so not

less than five days in advance of the approved dates(s). Any dates so canceled by the employee shall be offered to the remaining bargaining unit members, provided that overtime is not required to staff those days. Requests will be granted on a first come, first serve basis from the date that it becomes available.

No vacation time shall be granted in less than one-half (1/2) day increments and such requests shall not be unreasonably denied.

### C. Vacation Pay

All vacation pay will be at the regular hourly rate of pay.

Any employee covered by this Agreement shall select the periods of their annual vacation on the basis of seniority. Annual vacation shall be defined as April 16th to April 15th of the following year. Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization or work assignments. A schedule shall be posted, and updated as time off is approved for all time off requests.

The vacation selection shall be done on a vacation bid list, and shall be picked by seniority in the Court Security Division of the Sheriff's Office for employees covered by this Agreement. The Employer shall start the bidding list by February 1st of each year. Employees have until March 1st of each year to choose priority vacation leave. The employer shall post the approved vacation list by March 16th of each year. An employee with less than six (6) months of service with the County is not eligible for vacation leave. When an employee leaves the Sheriff's Office Service and vacation time has been approved, it shall first be offered to remaining bargaining unit employees. Bargaining unit member wishing to bid for the available vacation opening shall submit their request within five (5) days of the posting or notification. Requests shall be approved based on the most senior employee's request.

All employees covered by this Agreement, may make an initial priority 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. If second choice selections are made available by management, the employee's second selections cannot take priority over another employee's first choice selections unless that employee waived their right to participate in the first round of vacation bidding. Vacation requests submitted after April 15th will be considered on a first come first served basis.

## Section 2 Sick Time:

### A. Sick Time

All full-time CSOs will accrue and use sick time pursuant Rule 4.5 of the Lake County Employee Policies and Procedures.

### B. Sick Leave Notification

It is the responsibility of each employee requesting paid leave to notify their supervisor in a timely manner.

Employees who are requesting paid sick leave in accordance with this Article shall notify or cause notification to be made to their supervisor, at least one (1) hour before the time specified at 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 supervisor.

In the event no sick leave notification is made within thirty (30) minutes after the start of the workday, the employee's Division Head shall consider and handle the

employee's absence as an absence without pay, unless it is later determined the employee was incapacitated.

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.

This requirement shall automatically be waived when an employee is utilizing extended FMLA or VESSA as outlined in Section 18, provided the employee has provided a tentative return to work date.

C. Sick Leave Abuse Sanctions

Sick leave abuse sanctions shall be governed by the Sheriff's General Order Policy No. 1.2.05.

Section 3 Personal Leave:

A. Personal Leave

All full-time CSOs are entitled to and may use personal leave pursuant to Rule 4.7 of the Lake County Employee Policies and Procedures. Personal leave shall not be paid unless the employee receives written documented approval from the employee's Court Security supervisor for the requested time.

B. Personal Leave Use

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

Employees shall give sufficient advance notice (seventy-two hours) to Employer of their need to use personal leave. The use of personal leave shall not interfere with Employer operations and staffing.

#### Section 4 Unauthorized Leave

Any instance in which an employee does not notify or cause notification of tardiness prior to thirty (30) minutes from the start time of the employee's shift shall be considered unauthorized leave. Further, any instance in which an employee is more than sixty (60) minutes late from the start of their shift shall be considered unauthorized leave. Unauthorized leave shall subject the employee to disciplinary action pursuant to the terms of this agreement. The employer shall take into consideration the mitigating circumstances surrounding the incident.

#### **ARTICLE 19 - FMLA, VESSA and IFMLA**

Family Medical Leave Act (FMLA), Victims Economic Security and Safety Act (VESSA) and the Illinois Family Military Leave Act (IFMLA) shall be applied pursuant to Lake County Personnel Policies and Procedures Ordinances, State and Federal laws. If an employee has benefit time available, the employee will be required to use their accrued sick leave, floating/holiday hours, compensatory time and general leave time, in that order.

#### **ARTICLE 20 - HOLIDAYS**

All permanent full-time employees are entitled paid Holidays pursuant Rule 4.7 of the Lake County Employee Policies and Procedures

#### Section 1 Equivalent Time Off

When an authorized holiday falls on a Sunday, the following Monday shall be observed as the holiday. When an authorized holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a permanent employee works on a holiday, equivalent time off shall be granted prior to November 30th. It shall be granted on the day requested by the employee unless to do so would interfere with the Employer's operations.

Section 2 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 Office.

Section 3 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 with that holiday and retain the vacation day.

Section 4 Payment Upon Separation

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

**ARTICLE 21 – FRINGE BENEFITS FOR PART-TIME EMPLOYEES**

All permanent part-time employees shall be entitled to vacation, sick and personal leave policy as follows:

Section 1 Vacation Leave

All permanent part-time CSOs will accrue vacation leave pursuant to provisions of Rule 4.2 of the Lake County Employee Policies and Procedures.

Section 2 Sick Leave

All part-time CSOs will accrue and use sick time pursuant Rule 4.5 of the Lake County Employee Policies and Procedures.

Section 3 Sick Leave Abuse Sanctions

Article 18, Section 2(D) regarding sick leave abuse sanctions applicable to full-time employees shall also be applicable to part-time employees.

## **ARTICLE 22 - EMPLOYEE DEVELOPMENT AND TRAINING**

### **Section 1 Tuition Reimbursement**

The Employer agrees to provide tuition reimbursement and education and training opportunities consistent with Section 7-9, Tuition Reimbursement and Staff Development of the Lake County Personnel Policies and Procedures Ordinance.

### **Section 2 Travel Expenses**

Travel Expense Reimbursement, the following are the only allowances for travel, meals and lodging while attending courses for the Lake County Sheriff's Office.

- A. 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.
  
- B. Mileage – When traveling in a privately-owned vehicle all personnel will be compensated at an actual mileage rate as set by the IRS. Normal home to work mileage shall be subtracted from the mileage when travel begins at home. Parking fees and tolls will be reimbursed separately. Employee must submit Mapquest or equivalent electronic print out confirming home to work mileage and home to training location mileage in order to be reimbursed for mileage.
  - 1. Generally, the Sheriff's Office will make available a departmental vehicle for transportation to and from a training facility. If the Sheriff's Office offers transportation (including any carpooling option) that is declined by the employee, he must make his own arrangements for travel to and from training facility at his own expense.
  
- C. Meals – Per Diem allowances will be reimbursed pursuant to Lake County Policy 10.9.

- D. Lodging – Employees will be reimbursed for lodging expenses pursuant to Lake County Policy 10.9. Reasonable lodging expenses will be allowed at locations where rooms are not provided. One motel room is allowed for each two (2) employees of the same sex attending the same class. Room charges are the only expense allowed; movies, room service, telephone, etc. will not be considered reimbursable items.
- E. 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.
- F. All receipts must be submitted to the Business Office within five (5) working days after the employee's return. A completed Travel Expense Report form confirming training and appropriate receipts are to be submitted for all incurred expenses, as stated above.

### 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 competent work force the Employer shall maintain, commensurate with its financial resources and the training needs of the Sheriff's Office, 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. Nothing in this Article shall prevent the Employer from exercising its ability under the Management Rights section of this Agreement to transfer employees from within and among the divisions of the Sheriff's Office for training purposes.

#### Section 4 Travel Time

Travel time is only compensated up to the compensatory time identified to the extent that the class plus travel time exceeds the hours in the regular work day (minus normal home to work commute time.):

- A. Training classes located inside the boundaries of Cook, McHenry, DuPage, Will, Kane, Racine, Kenosha and Milwaukee Counties – one hour of straight compensatory time.
- 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.

#### Section 5 Firearms

The Sheriff's Office shall continue to provide all full-time Court Security Officers an issued side arm; Officers shall qualify with their firearms at least twice annually with supplies and ammunition furnished by the Sheriff's Office, and shall be considered on duty for all hours while qualifying.

Secondary (back-up) weapons that are in compliance with the Sheriff's Office's requirements shall continue to be optional and permitted to be carried by all Court Security Officers; and purchased and maintained by the individual officer at their own expense.

#### Section 6 Training

##### A. In- Service training

All CSO's will receive a minimum of 24-hours of in-service training per calendar

year. All training beyond the normal Monday through Friday hours or Holidays will be paid at time and a half pay or comp, (chosen by the employee).

**B. State Certification (Academy Training)**

All Court Security Officers that require State Certification from the Illinois Police Training and Standards Governing Board to comply with the Illinois Compiled Statutes and applicable standards and accreditation shall be sent to the approved State 192-hour Court Security Officer Training Academy, or the 200-hour Correctional Officer Training Academy, if the Court Security Academy is not available, sponsored and paid for by the Lake County Sheriff's Office, to achieve the necessary qualification. The Union acknowledges that such training constitutes a significant expense to the County. Accordingly, the employees who do not have the required certification shall execute a Training Reimbursement Agreement as attached to this Agreement as Exhibit C. Failure to complete this training within the required time shall constitute grounds (cause) for the employee's termination, which termination will not be grievable pursuant to Article 7 of this Agreement.

**ARTICLE 23 - CLOTHING ALLOWANCE**

**Section 1 Court Security Officer Uniforms**

The Employer shall continue to provide uniforms to all Court Security Officers based on the standards of the Sheriff's Office. Generally, this shall be interpreted to mean:

- A. Long sleeve shirts, short sleeve shirts and pants.
- B. Appropriate duty gear will be determined by the Sheriff's Office and will be distributed upon time of hire.

Ballistic vests and covers shall be provided at time of hire and replaced, as they expire every five years; vest covers with obvious normal wear or fading shall be

replaced by the Sheriff's Office if earlier than every five years if needed.

The employee will be responsible for maintenance of said gear and all issued hardware. In the event any employee loses or misplaces any of said gear and is issued hardware: the employee shall reimburse the County of Lake for each missing item. Each of the issued items shall be replaced by the employer when the employer deems any such items as unusable due to normal wear.

Attempts will be made to accommodate uniform exchanges during an employees on-duty time, however when this is not possible, employees shall ultimately be responsible for uniform exchanges during uncompensated off-duty time.

## **ARTICLE 24- GENERAL PROVISIONS**

### **Section 1 Access to Records**

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 Inoculation or Immunization Expenses**

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 Agreement has been exposed to said disease in the line of duty.

### **Section 3 Policies and Procedures**

Employees covered by the terms and conditions of this Agreement 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 Agreement specifically conflict with the Lake County Personnel Policies and

Procedures, the Employer agrees to abide by the terms and conditions of this Agreement.

#### Section 4 Court Security Assignments

It is the desire of both Management and the Labor Union that employees are provided opportunities for training in a variety of assignments within the Court Security Division

The employer will post a sign-up sheet for employees to indicate interest in being trained and/or assigned to various areas within the Court Security Division. Particular assignments and rotations will be made in a fair and equitable manner based on:

- A. The employee's desire to be trained and assigned to specific areas;
- B. The employee's ability to respond positively to training and perform satisfactorily in the assignment;
- C. The employers need to maintain a level of consistency in operational areas.

Employees not selected for a particular assignment may inquire with their supervisor regarding the reasons they were not selected and what steps they can take to be considered. Employees who feel that they are being unfairly treated with regard to a particular assignment, or lack of assignment may utilize the grievance procedure outlined in Article 8 of this agreement. When Union identifies any other problem with general assignment rotation it will bring the problem to the attention of Management and attempt to resolve the problem initially through discussions at a Labor Management Meeting.

#### Section 5 Specialty Unit Assignments

The Employer in its sole discretion may create or disband specialty units within the divisions of the Sheriff's Office. 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). All Vacancies in specialty units shall be filled by the most qualified applicants as

determined by the Employer. 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.

#### Section 6 Time Limits

Throughout this Agreement the term "calendar days" shall be defined as calendar days not including holidays.

#### Section 7 Training and Uniform Reimbursement

If an employee appointed as a Probationary Court Security Officer requiring training or uniforms terminates for any reason within 12 months from the date payment was made by the County of Lake, then the employee shall reimburse the County for all or a portion of the money so expended, plus all or a portion of money expended by the County for uniforms on the following basis:

- A. Terminates prior to 4 months after expenditure - 100% is reimbursed
- B. Terminates between 4 & 8 months after expenditure – 75% is reimbursed
- C. Terminates after 8 months but less than 1 year – 50% is reimbursed

Expenses include, but are not limited to hotel and meal expenses, travel allowances, tuition, books and fees and any other expenses reasonably related to the training of the employee.

This is done via wage deduction from their last paycheck and any remaining balance is to be paid over the same period of time for which the individual was employed. Employees agree to execute a wage deduction form along with Training Reimbursement Agreement attached as Exhibit C at the time of employment.

## **ARTICLE 25 - SECONDARY EMPLOYMENT**

### **Section 1 Restrictions**

The Employer reserves the right to restrict secondary employment for just cause. This does apply to part time CSO.

### **Section 2 Definitions**

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. For purposes of clarification, the following activities are not considered secondary employment:

- A. Ownership or transfer of stocks, bonds, or other such instruments in which the member has a personal interest, but not as a stockbroker or in a similar fiduciary capacity.
- B. Ownership or transfer of real estate in which the member has a personal interest. For purposes of clarification, acting as a real estate broker, agent or salesperson is considered secondary employment.
- C. Receipt of alimony, separate maintenance, or dependent support payments.
- D. Receipt of annuities, pensions, or income from life insurance or endowment contracts.
- E. Receipt of fees for acting as executor, administrator or conservator of any estate, or for acting as a guardian ad litem or trustee.
- F. Receipt of any inheritance or bequest from any estate or receiving income as a result of a beneficial interest in any trust.
- G. Income received as a result of lottery, gambling, raffles, or any other investments resulting in interest, winnings, dividends, etc.

### **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. Prior to approval, employee shall obtain a signed acknowledgment by secondary.
- C. An employee's request for secondary employment or renewal thereof may be denied for any of the following reasons:
1. Where the Employer's uniform, or equipment is utilized unless specifically approved by the Sheriff.
  2. Where the hours worked cause the employee such fatigue that he is unable to properly perform his job duties.
  3. Where a conflict of interest with his job duties is created for the Employer; secondary employment at any establishment where the primary income (as determined by the Employer on a case-by-case basis) is the sale or the serving of alcoholic beverages will be considered as creating a conflict.
  4. Where the type of secondary employment is prohibited by law or negatively reflects upon the Employer.
  5. Voluntary work is not considered secondary employment. Any use of the Sheriff's uniform must be approved on a case-by-case basis.
  6. 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 secondary employment duties. A copy of the Indemnity Agreement is attached as

Exhibit D.

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 personnel file.

**ARTICLE 26 - INSURANCE**

**Insurance Benefits**

- A. Pursuant to Rules 7.1 and 7.2, all permanent 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 Lake County employees applicable to their specific classification, i.e. full-time or part-time employee.
  
- 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 27 - WAGES**

Employees shall be compensated in accordance with the schedule/plan set forth in Exhibit E.

## **ARTICLE 28 - DRUG AND ALCOHOL POLICY**

- A. The Sheriff's Office prohibits the unlawful presence or use of controlled drugs, marijuana and alcohol in the workplace as well as the off duty use of marijuana. The intent of this policy is to comply with the Drug-Free Workplace Act of 1988. This is to reiterate, and state in a formal way, our policy regarding the work-related effects of drug and alcohol use and the unlawful possession of controlled substances on company premises.
1. Employees are expected and required to report to work on time and in appropriate mental and physical condition for work. Individuals under the influence of unlawful controlled substances, marijuana or alcohol are not in the appropriate mental and physical condition for work.
  2. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, marijuana or alcohol during normal work hours, on Lake County premises, or the off-duty use of a controlled substance or marijuana is absolutely prohibited and adherence to this policy is a term and condition of employment and its violation will result in disciplinary action up to and including termination.
  3. Employees must, as a condition of employment, report any conviction under criminal drug statute for violations occurring on or off Lake County Sheriff Office business. A report of a conviction must be made within five (5) working days after the conviction. (This requirement is mandated by the Drug-Free Work Act of 1988.)
  4. The Employer recognizes drug and alcohol dependency as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use our confidential employee assistance program and health insurance plans, as appropriate. Reasonable

accommodation will be made to assist efforts to seek such help.

5. As part of our established and ongoing awareness program for all employees on the dangers of drug and alcohol abuse in the workplace, this policy will be discussed with new employees. All employees are requested to sign an acknowledgement that they have received a copy of our Drug and Alcohol Free Workplace Policy and the compliance with the policy is a term and condition of employment.

#### B. Random Drug and Alcohol Testing of Employees

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

1. Employees are subject to unannounced random drug and alcohol testing during all periods on duty.
2. The County will not require employees to come in for a call-out assignment for the sole purpose of random testing.
3. Frequency of Testing - The County may conduct up to four random drug tests every calendar year. During each test, the County shall randomly test at least ten percent (10%) but no more than twenty percent (20%) of the average number of employees in the bargaining unit.

#### C. Reasonable Suspicion Drug and Alcohol Testing

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

1. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning

the appearance, behavior, speech or body odors of the employee.

2. A "trained supervisor" is one who has received at least two (2) hours of training in the signs of alcohol and drug use, including at least sixty (60) minutes of training on drug use and at least sixty (60) minutes of training on alcohol use.
3. The employee is entitled to Union representation before being questioned in connection with a reasonable suspicion determination, if so requested by the employee.

### Section 1 Drug and Alcohol Testing Procedures

#### A. Alcohol Testing Procedures

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

#### B. Drug Testing Procedures:

1. In conformity with Federal rules and regulations, drug testing is conducted by analyzing an employee's urine specimen. The Analysis is performed at laboratories certified and monitored by the Department of Health and Human Services for the following drugs:

- a. Marijuana (THC metabolite)
- b. Cocaine
- c. Opiates (morphine and codeine)
- d. Phencyclidine (PCP)
- e. Amphetamines

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

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

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

C. Medical Review Officer (MRO)

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

D. Substance Abuse Professional (SAP)

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

Section 2 Consequences of Positive Test Results

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

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

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

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

to and including termination from employment in accordance with the collective bargaining agreement.

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

C. Confirmed Positive Urine Drug Test

1. An employee who tests positive for any of the prohibited controlled substances or marijuana, or who has otherwise violated the rules on prohibited drug-related conduct set forth above shall be immediately removed from duty. Since engaging in prohibited drug-related conduct may constitute cause for discharge, the employee may be subject to discipline up to and including termination from employment in accordance with the collective bargaining agreement.
2. Under no circumstances may an employee return to duty until he:
  - a. Is evaluated by a Substance Abuse Professional (SAP); and
  - b. Complies with and completes any treatment program recommended by the SAP; and
  - c. Completes the return to duty testing requirements.
3. If an employee is allowed to return to duty, he will be subject to at

least six (6) unannounced follow-up tests during the first twelve (12) months following his return to duty. This follow up testing may be extended for up to an additional 36 months if the County believes that further testing is necessary.

4. If the Substance Abuse Professional determines that follow-up testing is no longer necessary, it may be terminated after the first six (6) follow-up tests

D. Refusal to Take a Drug or Alcohol Test

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

Section 3 Confidentiality of Drug and Alcohol Testing Results

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

**ARTICLE 29 - TEAMSTERS 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 a regular day-off status on the day of negotiations, he will not be compensated for attending the session.

## **ARTICLE 30 - UNION STEWARDS**

### **Section 1 Notifications**

The Labor Union shall provide management with a current list of designated union stewards at the time of this Agreement ratification. Afterwards, an updated list shall be provided to management within seventy-two (72) hours of the replacement of any steward. All notifications to the Union shall be submitted to the Teamsters Local 700.

## **ARTICLE 31 - BULLETIN BOARDS**

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

## **ARTICLE 32 - 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. This agreement may only be amended during its term by the party's mutual agreement in writing.

## **ARTICLE 33 - 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.

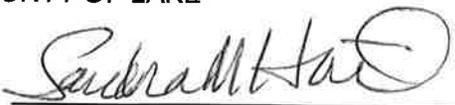
#### **ARTICLE 34 - DURATION**

##### **Section 1 Term of Agreement**

This Agreement shall be effective from December 1, 2017 and shall remain in full force and effect until November 30, 2022, and year to year thereafter, unless not more than ninety (90) days, but not less than sixty (60) days prior to December 1 or any subsequent December 1, either party gives written notice to the other of its intention to amend or terminate this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this 14<sup>th</sup> day of April, 2020, in Lake County, Illinois.

COUNTY OF LAKE

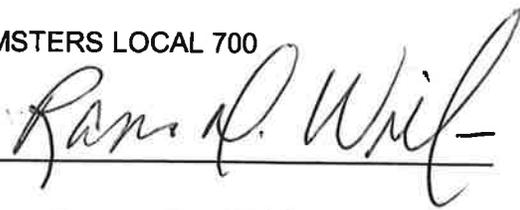
By:   
Sandy Hart, Chair

ATTEST:   
Robin M. O'Connor, County Clerk

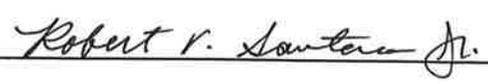
  
John Idleburg, Sheriff

Date: March 2, 2020

TEAMSTERS LOCAL 700

By:   
Ramon D. Williams  
President

February 28, 2020  
Date

  
Robert V. Santana Jr.  
Secretary-Treasurer

Date: \_\_\_\_\_

**EXHIBIT A – DUES DEDUCTION FORM**



**APPLICATION AND NOTICE**  
**For Membership in Local Union No. 700**  
**Affiliated with the International Brotherhood of Teamsters**

I voluntarily submit this Application for Membership in Local Union 700, affiliated with the International Brotherhood of Teamsters, so that I may fully participate in the activities of the Union. I understand that by becoming and remaining a member of the Union, I will be entitled to attend membership meetings, participate in the development of contract proposals for collective bargaining, vote to ratify or reject collective bargaining agreements, run for Union office or support candidates of my choice, receive Union publications and take advantage of programs available only to Union members. I understand that only as a member of the Union will I be able to determine the course the Union takes to represent me in negotiations to improve my wages, fringe benefits and working conditions. And, I understand that the Union's strength and ability to represent my interests depends upon my exercising my right, as guaranteed by law, to join the Union and engage in collective activities with my fellow workers.

PRINT \_\_\_\_\_ Occupation \_\_\_\_\_  
(LAST NAME) (FIRST NAME) (MIDDLE INITIAL)

Street \_\_\_\_\_ Phone\* \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Employer \_\_\_\_\_ Employment Date \_\_\_\_\_  
 Street \_\_\_\_\_ Phone \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Initiation Fee \$ \_\_\_\_\_ Paid to \_\_\_\_\_  
 Date of Birth \_\_\_\_\_  
 Have you ever been a member of a Teamster Local Union? \_\_\_\_\_  
 If yes, what Local Union No. \_\_\_\_\_

\_\_\_\_\_  
 DATE OF APPLICATION

\_\_\_\_\_  
 SIGNATURE OF APPLICANT

*\*By providing my phone number, I understand that Teamsters Local Union 700 may use automated calling technologies and/or text message me on my cellular phone on a periodic basis subject to applicable rates, if any.*

**CHECKOFF AUTHORIZATION**  
**AND ASSIGNMENT**

I \_\_\_\_\_ hereby voluntarily authorize my employer to deduct from my wages each and every month an amount equal to the monthly Union dues, fees, cost assessments, initiation, reinitiation, service & transfer fees as assessed by the union, consistent with the IBT constitution & Local 700 by-laws ("Dues or Fees") of Local Union 700, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf. I recognize that neither this authorization nor its continuation is a condition of my employment. I understand that this authorization is voluntary and is not conditioned on my present or future membership in the Union. Whether I am or remain a member of Local Union 700, this authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year from the date of signing this authorization, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the employer and the union at least sixty (60) days, but not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke same.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Union dues are not deductible as charitable contributions for Federal Income Tax purposes.**

**DRIVE**  
**Teamster Political Action**

I subscribe, freely and voluntarily, the sum indicated below each week to DRIVE with the understanding that this voluntary contribution may be used by DRIVE for political purposes consistent with the labor-related goals of DRIVE, including contributions to support candidates for local, state and federal offices. I understand my right to refuse to contribute or to discontinue this contribution without reprisal and that the amounts below serve merely as suggestions. I am free to subscribe more or less than these guidelines, or nothing, without benefit or disadvantage to my employment status. I further hereby authorize and request my employer to deduct from my earnings the sum indicated below each week to be remitted to National DRIVE. I reserve the right in accordance with the applicable state or federal laws to revoke this voluntary authorization at any time by giving written notice of such revocation to National DRIVE in accordance with such laws or otherwise.

Suggested voluntary contribution: \$2.00 \_\_\_\_\_ \$3.00 \_\_\_\_\_ \$5.00 \_\_\_\_\_ Other \_\_\_\_\_

**A copy of the DRIVE report is filed with the Federal Election Commission and is available for purchase from the Federal Election Commission, Washington, D.C. 20463. Donation not U.S. tax deductible.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

White Copy to Local Union

Yellow Copy to Employer

Pink Copy to applicant

**EXHIBIT B – GRIEVANCE FORM**



# TEAMSTERS LOCAL UNION NO. 700

Affiliated with International Brotherhood of Teamsters

1300 West Higgins Road, Suite 301 -- Park Ridge, Illinois 60068

Telephone: (847) 939.9700 -- Fax: (847) 518.6495

Grievance #

## GRIEVANCE FORM

Step \_\_\_\_\_

Grievant's Name (Last, First, MI) & Department

Incident Date:

Contract Section Violated:

Date Filed:

Basis of Grievance: (Attach additional documentation, if any. Explain violation of the contract and the remedy sought.)

Remedy:

Receiving Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Union Representative Signature (optional): \_\_\_\_\_ Date: \_\_\_\_\_

Employer's Response \_\_\_\_\_ Date: \_\_\_\_\_

Advanced to Next Step \_\_\_\_: YES NO Date: \_\_\_\_\_

Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employer's/Designee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employer's Response \_\_\_\_\_ Date: \_\_\_\_\_

Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employer's/Designee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Advanced to Next Step \_\_\_\_: YES NO Grievant's /Union Representative's Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Advanced to Next Step \_\_\_\_: YES NO Grievant's /Union Representative's Initials: \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT C – TRAINING REIMBURSEMENT AGREEMENT

THIS TRAINING REIMBURSEMENT AGREEMENT ("Agreement") is made between the \_\_\_\_\_, ("Employee") and the Office of the Sheriff for County of Lake, Illinois ("Employer") collectively referred to as the Parties. In consideration of the terms and agreements set forth herein, the Employee acknowledges and agrees that the Employer will incur substantial expenses in the process of training the Employee to be a certified Court Security Officer ("CSO"); and the Employee acknowledges and agrees that should the Employee leave employment with the Employer within twelve (12) months from the date of hire by the County of Lake, the Employer will have suffered substantial economic detriment due to the expenses the Employer has incurred for training of the Employee.

WHEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

### Section 1. REIMBURSEMENT OBLIGATION:

The Employee, in consideration of the Employer providing the Employee with formal court officer training, including appropriate academy attendance and all other training, does hereby agree that in the event the Employee leaves his employment with the Employer for any cause or reason other than discontinued due to injury or illness resulting in the Employee's permanent inability to perform the essential functions of the job, within the first twelve (12) months of the date of appointment of service as a Court Security Officer, he will reimburse the Employer for all or a portion of expenses as listed in Section 2 of this Agreement incurred as a result of his training.

### Section 2. CALCULATION OF REIMBURSEMENT OBLIGATION:

The Reimbursement agreement shall consist of the total sum or a portion thereof if expended by the Employer in connection with the training of the Employee:

- A. CSO Uniform and Equipment: Any CSO uniforms or Equipment that has been altered, damaged or is malfunctioning at the point of return to the Department shall be reimbursed to the Employer at replacement cost.
- B. Expenses: hotel and meal expenses, travel allowances, tuition, books and fees and any expense reasonably related to training (including Academy attendance and certification).
- C. Reimbursement above shall be prorated as follows:
  - a. If Employee leaves within four (4) months of appointment, then reimbursement shall be at 100% of the combined amount of expenses pursuant to Section 2.A and B.
  - b. If Employee leaves between four (4) and eight (8) months of appointment, then reimbursement shall be at 75% of the combined amount of expenses pursuant to Section 2.A and B.
  - c. If Employee leaves between eight (8) months and twelve (12) months of appointment, then reimbursement shall be at 50% of the combined amount of expenses pursuant to Section 2.A and B
- D. Attorney Fees: Reimbursement shall also include all attorney's fees and costs that the Employer incurs to enforce this Agreement in court.

### Section 3. REPAYMENT TERMS:

- A. Agreement is binding on the Employee until the full amount has been paid in full. The

Employee and the Employer may enter into a Payment Agreement after the Employee gives notification of cessation of employment to the Employer and Employer has calculated the expenses due. The Payment Agreement shall contain the date that the payment will begin and the amount due payable on the 15th day of each month commencing on next month following the first payment until the payment has been paid in full.

- B. The payments are to be made as directed by the Employer.
- C. If the Employee fails to comply with this Agreement, the Employer retains its right to file a collection action in the 19<sup>th</sup> Judicial Circuit Court, Lake County, Illinois. The Court may enter judgment against the Employee and execution on the judgment and all supplementary processes including garnishment and wage deduction proceedings, as ordered. This allows the Employer to use any means authorized by law to collect the judgment including contempt of court.
- D. If, for any reason, the Employee is unable to make a payment, a written request that the payments be temporarily stopped or that the monthly payment amount reduced must be sent to the Employer. The Employee's request will then be considered and written notification as to whether the payment will be reduced or temporarily stopped will be sent to the Employee within 10 working days. If the Employer does not reduce the monthly payment or does not temporarily stop payments due, the Employer retains its right to file a collection action in the in the 19<sup>th</sup> Judicial Circuit Court, Lake County, Illinois if the Employee fails to make his scheduled monthly payment after receiving notice that the payment is due and has not been stopped or reduced.
- E. Employee agrees to execute a deduction from his or her last paycheck as may be appropriate to satisfy the agreed upon payments pursuant to the Payment Agreement.

Section 4. NOTICES:

Any notice shall be sufficiently given and shall be deemed given when personally delivered, or if mailed, when mailed by registered or certified mail, postage prepaid, addressed to the other party at the address provided for the respective parties at the end of this Agreement.

Section 5. AMENDMENT:

No amendment, modification, or alteration of this Agreement is binding unless in writing, dated subsequent to the date of this Agreement, and duly executed by the parties. This Agreement has been executed by the parties as of the date first written above.

IN WITNESS OF THIS AGREEMENT, the Employee and the Employer execute this Agreement as of the day and year first above written.

Employee:

Employer:

\_\_\_\_\_

\_\_\_\_\_

By:

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT D**

**SECONDARY EMPLOYMENT INDEMNITY AGREEMENT**

Agreement made \_\_\_\_\_, 20\_\_, between \_\_\_\_\_ (Company),  
\_\_\_\_\_ (Address), County of Lake, State of Illinois  
(herein referred to as "Indemnitor") and the County of Lake and Lake County Sheriff (herein  
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 reason of secondary employment of

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**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\_\_.

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Corporate Title

AFFIX CORPORATE  
SEAL HERE

## EXHIBIT E – WAGES

### Wages Increases

December 1, 2016	2.25% (For employees who did not receive increases in 2016)
December 1, 2017	2.5%
December 1, 2018	2.85%
December 1, 2019	3.0%
December 1, 2020	Same as Non-Union Employees
December 1, 2021	Same as Non-Union Employees

### Performance/Merit Step Increases

In addition to the annual wage increases above, Employees shall be eligible to receive increase a 2% merit increase on December 1, 2019 if, they have received a performance evaluation score of at least 3.25 on the prior year's evaluation and they have no formal disciplinary action in the two (2) years prior to December 1, 2019.

Employees shall be eligible to receive a second 2% merit increase on December 1, 2021 if they have received a performance evaluation score of at least 3.5 on the prior year's evaluation and they have no formal disciplinary action in the two (2) years prior to December 1, 2021.

Except as provided herein, merit increases shall terminate after the expiration of this Agreement, meaning that this plan shall not automatically roll over to a successor agreement. However, the parties may negotiate additional merit increases in a successor agreement should they elect to make such proposals. Employees shall not exceed the maximum of the established pay range for each year of the contract.

	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>	<u>Effective</u>
Court Security Officer	21.06	26.94	32.35	12/1/2016
Court Security Officer	21.59	27.61	33.16	12/1/2017
Court Security Officer	22.20	28.40	34.10	12/1/2018
Court Security Officer	22.87	29.25	35.13	12/1/2019