

# **Labor Agreement**

**Lake County Board**

**Lake County Sheriff**

**&**

**Teamsters Local Union No. 700**

**Correctional Sergeants**

**December 1, 2013 through November 30, 2017**

**Aaron Lawlor  
Chairman**

**Mark C. Curran  
Sheriff**

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## **PREAMBLE**

This Agreement is entered into by and between the Lake County Board and the Sheriff of Lake County (herein referred to as the "EMPLOYER") and the Teamsters Local Union No. 714 (hereinafter referred to as the "UNION").

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

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

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

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

## **DEFINITION OF TERMS**

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

- A.) "Employer" refers to the Lake County Sheriff and the County of Lake as joint employers of the employees covered by this Agreement.
- B.) "Employee" refers to all employees in a classification covered by this Agreement, whether in a probationary, regular full time, or regular part-time status.
- C.) "Immediate Supervisor" shall be defined as the individual who is subordinate to the Sheriff and has a Supervisory Title whether inside or outside the Bargaining Unit.
- D.) "Agreement" refers to this collective bargaining agreement and its provisions.
- E.) "Probationary Period" refers to persons appointed to the rank of Sergeant who are on probation for a period of twelve (12) months. Such appointees may be demoted by the Sheriff to the rank of officer at any time during the period of probation, if, in the opinion of the Sheriff, they have failed to demonstrate the ability and qualifications necessary to furnish satisfactory service. A probationary employee has no right to use the grievance procedure in the event of demotion.

## **Article 1-Recognition**

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all Correctional Sergeants in the bargaining unit. The bargaining unit shall include the following job classifications:

Included: All full-time correctional officers in the rank of sergeant.

Excluded: All other employees, including but not limited to, all correctional officers above or below the rank of sergeant, one (1) correctional sergeant holding the position of Internal Affairs Administrator, Deputy Chief, or Chief, all part-time or temporary employees, any employees included in the definition of "peace officer" as defined by the Illinois Public Labor Relations Act, and all other managerial, supervisory, confidential, professional and short-term employees as defined by the Act and other applicable statutes.

## **Article 2 - Non-Discrimination**

### Section 2.1 Use of Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

### Section 2.2 Non-Discrimination

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

## **Article 3 - Dues And Deduction and Fair Share**

### Section 3.1 Dues Check off

With respect to any Corrections Sergeant from whom the Employer receives individual written authorization, signed by the Sergeant, in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the officer the dues and initiation fee required as a condition of membership in the Union, or a representation fee, and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. The amount deducted shall be set by the Union.

The Union agrees to give the Employer at least thirty (30) calendar days' notice in writing of any change in the amount of the regular dues to be deducted. The Union further agrees that it will not submit written notification of a change in the amount of the regular dues to be deducted more than once within any twelve (12) month period of time.

### Section 3.2 Fair Share

Officers under the job classification listed in Article I, are not required to join the Union as a condition of employment but each such employee shall, during the term of this Agreement, pay a service fee in an amount not to exceed eighty five percent (85%) of the Union dues for one (1) Union employee per month for the purpose of administering

the provisions of this Agreement. The Union shall certify such amount and otherwise comply with 5 ILCS 314/1, et seq., in regard to this.

Non-members who object to this fair share fee based upon bona fide religious tenets or teaching shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are, able to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Board and the payment shall be made to said organization.

### Section 3.3 Indemnification

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

## **Article 4 - Management Rights**

### Section 4.1 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:

1. To determine the organization and operations of the Office of the Sheriff.
2. To determine and change the purpose, composition and function of each of its constituent departments and subdivisions.
3. To set standards for services to be offered to the public.
4. To determine the overall budget.
5. To create an organizational structure.
6. 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.
7. To suspend, demote, discharge and take other disciplinary action or relieve from duty any non-probationary employee covered by this contract for Just Cause.
8. 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.
9. To relieve employees from duty because of lack of work or other legitimate reasons.
10. To determine the number of hours of work and shifts per workweek.

11. To establish and change work schedules and assignments and transfer employees within and among the divisions of the Office of the Sheriff.
12. To introduce new methods of operation.
13. To eliminate, contract (the Employer agrees to negotiate the impact of its decision to contract) and relocate or transfer work to maintain efficiency.
14. To direct employees in their tasks.

#### Section 4.2 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 - No Strike**

### Section 5.1 No Strike Commitment

Neither the Union nor any employee covered by this Agreement will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Union nor any employee covered by this Agreement shall refuse to cross any picket line, by whoever established, while on duty or while acting in their official capacity.

### Section 5.2 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 5.3 Union Liability

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

#### Section 5.4 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 the 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. Both parties will follow Chapter 5, Illinois Compiled Statutes 315/14 as of January 1, 1986 or as subsequently amended.

## **Article 6 - Grievance and Arbitration**

### Section 6.1 Preamble

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute raised by an employee or the Union against the Employer involving the meaning, misinterpretation, application or violation of the provisions of this Agreement. All of the time limits set forth below are of the essence. No Grievance shall be accepted or appealed unless submitted within the time limits established in section 2. No grievance shall be accepted or appealed if not submitted within the time limits set forth. If the grievance is not timely submitted or appealed it is waived and cannot be reinstated. Employees who file grievances pursuant to the terms of this agreement shall waive the right to file the same grievances under the Lake County Personnel Policies and Procedures Ordinance. And employees who file grievances under the County Personnel Policies and Procedures Ordinance shall waive the right to file the same grievances pursuant to this agreement.

### Section 6.2 Grievance Steps

STEP ONE: The employee, with or without a Union representative, will set forth his grievance in writing, on the form attached herewith as Appendix A and submit it to the employee's immediate supervisor outside the bargaining unit 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 written grievance

shall set forth the facts of the grievance, the specific provisions of the agreement in dispute and the relief sought. The supervisor shall then attempt to adjust the matter and shall respond within fourteen (14) calendar days after such discussion.

STEP TWO: If not adjusted in Step One, the written grievance shall be presented by the grievant or Union only to the Deputy Chief of Corrections within fourteen (14) calendar days following the receipt of the supervisor's answer in Step One, or the failure of the supervisor to answer within the fourteen (14) calendar days as set forth in step 1. The Deputy Chief of Corrections shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his immediate supervisor or Shift Commander, and Union Representative within fourteen (14) calendar days after receipt of the grievance from the grievant or Union. The Deputy Chief of Corrections shall then render a decision, based on the supplied information during the meeting, within fourteen (14) calendar days of the meeting.

STEP THREE: If the grievance is not adjusted in Step Two, the grievant or the Union may submit the grievance in writing to the Sheriff, and the Chief of Corrections within fourteen (14) calendar days of receipt of the response from the Deputy Chief at Step Two or the failure of the Deputy Chief of Corrections to answer within fourteen (14) calendar days as set forth in Step 2. A meeting shall be held at a mutually agreeable time and place with the Sheriff (or his representative) to discuss and try to adjust the grievance. If a grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Sheriff, or his designated representative, shall give the grievant and Union the Employer's answer within fourteen (14) calendar days following their meeting.

STEP FOUR: Arbitration. If the answer at Step Three is unsatisfactory, the grievance may be submitted by the Union to binding arbitration within fourteen (14) calendar days after the receipt of the Sheriffs (or his representative) answer at Step Three. The

Union must serve by certified U.S. Mail the Sheriff, Chief of Corrections and the Director of the Lake County Department of Human Resources with written notice of intent to appeal a grievance to arbitration within fourteen (14) calendar days after receipt of the Sheriff's (or his representative) answer at Step Three. The Union may serve notice via personal service if it can secure the written acknowledgment of receipt by the Sheriff, the Chief of Corrections and the Director of the Lake County Office of Human Resources. The parties shall attempt to agree on an arbitrator within fourteen (14) calendar days. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union representative and shall be notified of the issue where mutually agreed by the parties.

In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service ("FMCS") for a panel of seven arbitrators from which the parties shall select a neutral arbitrator. In the event that the Sheriff's representative does not sign and submit said request to FMCS or return it to the Union fully signed within ten (10) calendar days after receipt by the Sheriff's representative, the Union may file a request that is consistent with the provisions of this subsection with the FMCS signed only by it with notice to the Sheriff and the Chief of Corrections. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who reside within a radius of 100 miles from the City of Chicago. Both the Sheriff and the Union shall each have the right to reject one panel in its entirety, on written notice to the other, within seven (7) calendar days of its receipt and request that a new panel be submitted. The Sheriff and the Union shall have the right alternately to strike names from the panel. One party shall strike a name, the other party shall then strike a name, and this procedure shall continue until one name remains. The person remaining shall be the arbitrator. The parties shall participate in a coin toss to determine which party shall strike the first name from the panel.

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

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

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

The arbitrator shall decide questions of arbitrability. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitral or if such preliminary determination cannot be reasonably made, the arbitrator shall neither amend, modify, nullify, ignore, add to nor subtract from the provisions of this agreement.

The parties shall share all the expenses and fees of the arbitrator and the cost of the hearing room equally.

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

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If either party uses the services of an expert witness such cost shall be borne by that party.

### Section 6.3 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 Employers 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.

### Section 6.4 Time Off

The grievant(s) and/or Union grievance representative(s) will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. A grievant, witness or steward who is called back on his/her day off as a result of the Employer scheduling a grievance meeting shall have such time spent considered as time worked. Witnesses whose testimony is pertinent to the union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation. Any such employee called to attend such hearing while off duty shall be paid at the rate of one and one-half (1.5) times the employee's normal rate of pay for the time spent attending such hearing. No employee or Union representative shall leave his/her work to

investigate, file or process grievances without first notifying and making mutual arrangements with his/her supervisor or designee as well as the supervisor of any unit to be visited, and such arrangements shall not be denied unreasonably.

## **Article 7 –Discipline**

### Section 7.1 Employee Discipline

The Employer agrees that a violation of its rules and regulations shall be subject to the grievance procedure. The Employer shall not discipline or discharge any post probationary employee without just cause. The Employer further agrees that disciplinary action shall be in a timely fashion.

### Section 7.2 Corrective Discipline

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

### Section 7.3 Pre-disciplinary Meeting

For suspensions greater than five days and for discharges, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall notify the Union of the meeting and then shall meet with the employee involved and inform the employee of the reason for the contemplated suspension or discharge. The employee shall be informed of his contract rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and the Union representative

shall be given the opportunity to rebut or clarify the reasons for such discipline, and further provided that a Union representative is available within twenty four (24) hours of notification regardless of whether such notification is by means of oral, telephonic, or written communications.

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 7.4 Right to Union Representation

An employee shall have the right to 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 8 -Labor Management Conferences**

### Section 8.1 Meetings

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 conference" and expressly providing the agenda for such meeting. Such meetings shall be limited to:

- (a) Discussion on the implementation and general administration of this Agreement.
- (b) A sharing of general information of interest to the parties. (Including safety issues).
- (c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer, which may affect employees.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of the State of Illinois. To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

### Section 8.2 Exceptions

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

### Section 8.3 Absences

When absence from work is required to attend "labor-management conferences", a maximum of three (3) employees who have been designated by the Union shall be excused from work without loss of pay. Representatives from both parties attending such conferences shall be limited to eight (8). Travel expenses associated with any "labor-management conferences" shall be the responsibility of the employee.

## **Article 9 - Employee Security**

### Section 9.1 File Inspection

The Employer's personnel files, disciplinary history, and investigative files relating to any employee covered by this Agreement shall be open and available for inspection by the affected officer during regular business hours, consistent with the Personnel Records Review Act, Chapter 820, ILCS40/1 et. seq.

### Section 9.2 Use and Destruction of File Material

Any files, including any materials contained therein, maintained by the Employer containing disciplinary material and/or information relating to an employee covered by this Agreement, except as may be ordered by a Court in a pending case, shall be destroyed consistent with application #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.

### Section 9.3 Employee Notification

A copy of any disciplinary action or material related to employee performance, which is placed in the personnel file shall be sent to the employee within seven (7) calendar days of the file addition. Employees will be verbally notified whenever a notation is made in their appraisal log.

#### Section 9.4 Rebuttal Statement

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

#### Section 9.5 Requirement for Internal Complaint

No employee will be required to submit a written response to the Employer on any complaint against him by persons in or outside the Sheriff's Office, unless said person's causes that complaint to be reduced to writing to include any accusations against the employee and the identity of the complaining party. Prior to any report having to be written by an employee, they will be furnished with a copy of said complaint. Nothing in this section shall modify or delete the provisions of Article 6. Nothing in this section shall prevent the management of the Sheriff's Office from independently investigating any anonymous complaint against an employee by persons outside the Sheriff's Office.

## **Article10 -Hoursand Overtime**

### **Section 10.1 General Provisions**

- A.) Purpose of Article - The sole purpose of this Article is to provide a basis for the computation of straight time, overtime, other premium wages, and define hours of work. The Employer's pay records, practices, and other procedures shall govern the payment of all wages
- B.) No Guarantee of Work - Nothing in this Article shall be construed as 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 10.2 Work Day and Work Week**

- A.) All time in excess of the hours worked in the normal work day during a twenty-four hour period (as defined in paragraph B of this section) and the normal work week shall be compensated as provided in Section 4. Each employee shall be allowed a thirty (30) minute meal period per tour of duty. This meal period shall be considered out of service time during which the employee will be subject only to priority calls. Employees will be allowed to take periodic coffee breaks as long as they are not out of service and properly perform their assignments.
- B.) Work Day Definition  
Normal workday for Sergeants assigned to the Corrections Division is 9 hours with a paid meal period. (8½ hours pay; ½ hour compensatory time).

The normal workweek schedule for members of this bargaining unit shall continue to be the current 5/2 5/3-schedule rotations, except for those Sergeants assigned to the administrative team working a voluntary fixed schedule.

### Section 10.3 Shift Preference

Management recognizes the hardships that shift work places on individuals and the importance of working with individuals to accommodate shift preferences.

Management agrees to solicit choice of shift preferences of all the bargaining unit members during each year during the month of December. Management further agrees to place each bargaining unit member on their choice and seniority will be the determining factor (member with more seniority will have preference over lower seniority members) where conflict exists between members

### Section 10.4 Duty Trades

Provided there is no disruption of services, employees may trade their regularly scheduled workdays with another employee. Both employees must work on the same shift and the days in which they are trading for must fall within the same pay period. The day being traded must have been previously applied for and denied for use of benefit time, unless the employee had less than 10 days of vacation time on the books. Employees must sign the appropriate form, which must also be signed by the supervisor approving the request. Unless an emergency exists, employees wishing to trade duty

days must provide at least five (5) calendar day's written notice to their supervisor on the authorized form. The date of request for benefit leave shall determine the 5 days. Any employee failing to appear for an approved and not cancelled duty trade for any reason will be prohibited from participating in duty trades for a period of one year and the loss of a post accrued benefit day. Extenuating circumstances will be considered on a case-by-case basis.

#### Section 10.5 Work Schedule Changes

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

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

### Section 10.6 Overtime Payment

All overtime in excess of the hours required of an employee by reason of the employee's regular duty, whether of an emergency nature or of a non-emergency nature, shall receive one and one-half (1½) times their actual hourly rate of pay for work performed in excess of a normal work day. Compensatory time may be paid in lieu of overtime payment if the employee in his discretion so elects.

Compensatory time will be calculated at the same rate as overtime pay. Overtime rate shall be computed on the basis of completed seven (7) minute segments unless the Employer installs a time clock.

Compensatory time shall be granted at such times and in such time logs as are mutually agreed upon between the involved officer and a supervisor. Permission to utilize compensatory time shall not be unreasonably denied by the supervisor if operational requirements will not be adversely affected. Compensatory time shall be granted in one half (½) hour blocks of that employee's normal tour of duty.

In the event an emergency is declared by the Employer as many of the employees shall be continued on duty for such number of hours as may be necessary.

During a calendar year, employees may accrue a maximum of 240 hours. All compensatory time must be used or cashed out in a fiscal year. After 240 hours of compensatory time are accrued, all overtime hours will be paid at time and one-half.

Section 10.7 Call Back

A callback is defined as an official assignment of work, which does not continuously precede or follow an employee's regularly, scheduled working hours. Employees reporting back to the Employer's premises at a specified time on a regularly scheduled work day shall be compensated for two (2) hours at the appropriate overtime rate or be compensated for the actual time worked, whichever is greater, at the overtime rate.

Section 10.8 Court Time

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

Section 10.9 Posting and Cancellation of Overtime Work

When overtime occurs with more than 24 hour's notice, it shall be offered to employees on a rotating basis with the Employer retaining the right, pursuant to Article 4 of this Agreement, to choose employees based upon the nature of the assignment. When overtime occurs with less than 24 hour's notice, it shall be offered first to the shift then working. Any employee's overtime that is canceled with less than nine (9) hour's notice shall receive two (2) hours of overtime minimum, provided the employee works. The employee has the option to forego the overtime pay and not work the two (2) hours.

Section 10.10 Correctional Division Manager Compensation

Correctional Sergeants shall receive one (1) hour of compensatory time per shift on Saturday and Sunday when acting in the capacity of the Correctional Division Manager

while on duty.

## **Article 11 – Indemnification**

### Section 11.1 Employer Responsibility

The Employer shall be responsible for, hold any employee covered by this Agreement harmless from and pay for damages or money which may be adjudicated, assessed or otherwise levied against any employee covered by this Agreement, while acting in his official capacity.

### Section 11.2 Legal Representation

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

### Section 11.3 Cooperation

In order to receive the benefits of this Article, any employee covered by this Agreement shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

### Section 11.4 Applicability

The Employer will provide the protections set forth in Section 1 and Section 2 above, so long as any employee covered by this Agreement is acting within the scope of his

employment and where the employee covered by this Agreement cooperates, as defined in Section 3, with the Employer in defense of the action or actions or claims.

## **Article 12 – Seniority**

### Section 12.1 Definition of Seniority

As used herein, "seniority" refers to the date of rank as a Sergeant in the bargaining unit. Employees leaving the bargaining unit will have their bargaining unit seniority frozen and will start accruing again upon return to the bargaining unit.

### Section 12.2 Vacation Scheduling

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

The vacation selection shall be done on a vacation bid list, and shall be picked by seniority on each shift in each division of the Sheriff's Office for employees covered by this Agreement. The Employer shall post the bidding list by March 1<sup>st</sup> of each year for the following twelve-month period. Employees will have until April 1<sup>st</sup> of each year to

choose vacation leave. The Employer shall post the approved vacation list by May 1<sup>st</sup> of each year. A request for vacation leave shall be submitted to the employee's immediate supervisor. The vacation schedule shall be arranged in each division so as to provide for minimum disruption of services.

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

A request for the use of Vacation Time not on the vacation bid list shall be submitted to the employee's supervisor. Such requests will be granted based on the operational need of the Employer and consistent with past practices for minimum disruption of services. No vacation time shall be granted in less than one-half (1/2) day increments.

### Section 12.3 Seniority List

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

#### Section 12.4 Personal Day Selection

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

#### Section 12.5 Termination of Seniority

An employee shall have his seniority broken when he:

- a) Quits or
- b) Is discharged; or
- c) Is laid off pursuant to the provisions of the applicable Agreement for a period of twelve (12) months; or
- d) Accepts gainful employment while on an approved leave of absence from the Sheriff's Office; or
- e) Is absent for three consecutive scheduled workdays without proper notification or authorization.

#### Section 12.6 Lost Seniority

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

#### Section 12.7 Seniority Tie Breaking

In the event two or more employees have the exact same date of hire, seniority of the affected employees shall be determined by a numerical lottery drawing done by the employer.

## **Article 13 - Union Representatives**

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

### Section 13.1 Union Negotiating Team

Members designated as being on the Union negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the time spent at negotiations, be excused from their regular duties without loss of pay. If a designated Union negotiating team member is on a regular day-off status on the day of negotiations, he will not be compensated for attending the session.

### Section 13.2 Convention and Conference Attendance

Members designated as being delegates to Union conventions and conferences, shall be able to utilize their available time off options to attend such activities with the same notice requirements and subject to the same approval criteria used for time off requests. Employees elected to serve as officers on state or national boards with the Union, shall be able to utilize their available time off options to attend such activities with the same notice requirements and subject to the same approval criteria used for time off requests.

### Section 13.3 Union Steward

The Sheriff's Office recognizes the right of bargaining unit members to select Union Stewards. The Union shall provide the Sheriff's Office with the name of the Chief Union Steward and any other Stewards selected by the Union. The Chief Union Steward shall not be permitted to conduct Union business during working hours without the specific advance approval of the Chief of Corrections or his designee.

## **Article14 -Bulletin Boards**

The Employer shall provide the Union with a glass enclosed bulletin board in the Roll Call Room in the Jail Facility.

## **Article15 -Leaves of Absence**

### Section 15.1 Leave

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

### Section 15.2 Payment in Lieu of Sick Leave

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

### Section 15.3 Treatment on Seniority

A Bargaining Unit Employee shall retain seniority while on a leave provided for under this Article.

### Section 15.4 Sick Leave Use Restriction

Accumulated paid sick leave may be used for illness, disability, or injury of the employee, appointments with professional medical practitioners, chiropractors, psychologists or mental therapists, and in the event of illness, disability or injury of a member of the employee's immediate family. The term immediate family member is defined as a spouse, child, or parent. ("Immediate family" under the terms of this subsection of this Article includes children for whom they have custodial responsibility and those listed as "family" in the FMLA.)

Accumulated paid sick leave shall be used in increments of no less than One (1) hour increments at a time. The Employer may require evidence of use of sick time for the purposes contained within this Article if there exists a reasonable suspicion of abuse. The employer may require the employee to submit to a return to work physical examination by a physician of the employer's choice for any condition arising out of a non-occupational illness, accident or disability and the employer shall pay the full costs of such examination.

#### Section 15.5 Leave Notification

It is the responsibility of each employee requesting paid leave to notify his or her immediate supervisor in a timely manner.

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

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

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

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

#### Section 15.6 Sick Leave Abuse Sanctions

For purposes of the provisions contained within this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated within Section 4 of this Article or failure to follow the notice requirements as stated within Section 5 of this Article. Abuse of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

#### Section 15.7 Personal Days Use

Personal days shall not be used in increments of less than one (1) hour at a time. No personal days may be advanced to regular employees and probationary employees.

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

#### Section 15.8 Notification of Balances

Employees shall be notified in writing of all forms of leaves and personal day's balances, including vacation, sick leave, holidays, etc., on their bi-weekly payroll check stubs.

#### Section 15.9 Illnesses or Injury During Paid Vacation Leave

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

#### Section 15.10 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.

#### Section 15.11-General Leave

General Leave shall not be used in increments of less than one (1) hour at a time.

## Article 16 - Wage Rates

Wage rates shall be retroactive to 12/1/13

### Correctional Sergeants

Effective	Promotion	1st Year	2nd Year	3rd Year	4th Year	5th Year	Yearly Increase
12/1/2012	40.69	41.31	41.92	42.55	43.19	43.84	
		1.52%	1.49%	1.50%	1.50%	1.50%	
12/1/2013	41.85	42.49	43.11	43.76	44.42	45.09	2.85%
		1.52%	1.49%	1.50%	1.50%	1.50%	
12/1/2014	43.08	43.74	44.39	45.05	45.73	46.42	2.95%
		1.52%	1.49%	1.50%	1.50%	1.50%	
12/1/2015	44.31	44.99	45.65	46.34	47.03	47.74	2.85%
		1.52%	1.49%	1.50%	1.50%	1.50%	

## Article17 -Holidays

### Section 17.1 Amounts

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

Fixed/Floating	Holiday Type	2014	2015	2016
Fixed	New Years	Jan 1	Jan1	Jan 1
Floating	M.L. King Jr. Day	Jan 17	Jan 16	Jan 21
Floating	Lincoln's Birth	Feb 12	Feb 12	Feb 12
Floating	Floating Holiday	April 22	April 6	Mar 29
Fixed	Memorial Day	May 30	May 28	May 27
Fixed	Independence Day	July 4	July 4	July 4
Fixed	Labor Day	Sept 5	Sept 3	Sept 2
Floating	Columbus Day	Oct 10	Oct 8	Oct 14
Floating	Veteran's Day	Nov 11	Nov 11	Nov 11
Fixed	Thanksgiving Day	Nov 24	Nov 22	Nov 28
Fixed	Day after Thanksgiving	Nov 25	Nov 23	Nov 29
<b>Fixed</b>	Christmas Eve	Dec 24	Dec 24	Dec 24
Fixed	Christmas Day	Dec 25	Dec 25	Dec 25

### Section 17.2 Equivalent Time Off

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

operations. If the employee does not request the equivalent time off, such time will be paid to the employee at the regular rate at the end of the "fiscal year."

### Section 17.3 Payment

If an employee works on the holiday defined as "Floating", the employee can elect to be paid at "double time" for all normal hours worked on that day in the Division (normal hours includes shift/role call preparation).

If an employee works on the holiday defined as a "Fixed" holiday, the employee can elect to be paid at double time and a half for all normal hours worked on that day in the Division (normal hours includes shift/role call preparation).

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

Section 17.4 Advance Notice

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

Section 17.5 Holiday-During-Vacation

When a holiday falls on an employee's regularly scheduled workday during the employee's vacation period, the employee will be charged with that holiday and retains the vacation day.

Section 17.6 Eligibility

To be eligible for holiday pay, the employee shall work the employee's last scheduled work day before the holiday and first scheduled workday after the holiday, unless absence on either or both of these work days is for good cause and approved by the Employer.

Section 17.7 Holiday Observance

The parties agree that the positions covered by this Agreement are in operations and facilities, which require continuous coverage. Therefore, all Holidays shall be observed per Article 17 A Section 1.

Section 17.8 Payment Upon Separation

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

## **Article 18 - Employee Development and Training**

### Section 18.1 Educational Payment

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

### Section 18.2 Travel Expenses

In accordance with Sheriff's General Order 8.18, Travel Expense Reimbursement, the following are the only allowances for travel, meals and lodging while attending courses for the Lake County Sheriff's Office.

1. An Employee's Hourly Wage will only be paid for hours actually attending classes. Mealtime will not be considered as working hours and will be assumed as on the employee's own time.
2. Mileage - When traveling in a privately owned vehicle all personnel, will be compensated at an actual mileage rate, as set by the IRS. Parking fees and tolls will be reimbursed separately. If more than one employee is attending a training session, only extended schools, one round trip mileage will be authorized for each two weeks of school, unless otherwise authorized.
3. Meals - Per diem allowances per authorized meal including tax and tip, will be reimbursed without receipts at the following rates:

BREAKFAST	\$10.00
LUNCH	\$12.00
DINNER	\$28.00

Any expense above these rates will be the responsibility of the employee. If any meals are provided as part of the courses, the per diem will be reduced to reflect the same.

4. Lodging - Reasonable lodging expenses will be allowed at locations where rooms are not provided. One motel room is allowed for each 2 employees of the same sex attending the class. Room charges are the only expense allowed; movies, room service, telephone, etc. will not be considered reimbursable items.
5. Rental Cars - Miscellaneous expenses, and special equipment needed for class will be considered on an individual basis and paid only under the authorization of the Sheriff.
6. All receipts must be submitted to the Training Division within 5 (five) working days after the employee's return. For any expenses exceeding \$100.00 employees will be provided advance monies. A completed Travel Advance Employee Expense Report and appropriate receipts are to be submitted for all incurred expenses, as stated above.
7. Travel Time - Travel time for training classes will be compensated for by compensatory time under the following guidelines.
  - a. Training classes located inside the collar Counties surrounding Lake County, to include: Cook, McHenry, Dupe, Will, and Kane Counties: Corrections Sergeant Union Personnel will be compensated for one (1) hour of straight compensatory time.
  - b. Training classes outside the counties listed above shall be compensated for the actual travel time each way, up to a maximum of four (4) hours compensatory time.
  - c. A training class involving overnight lodging and require travel to the training site by vehicle, qualify for only one (1) trip to and from class, and does not qualify for compensation on a daily basis.

### Section 18.3 Employee Training and Development Planning

- a) The Employer recognizes the value and benefits of continuing employee development and job related training. In order to provide a trained and with

Competent work force the Employer shall maintain, commensurate with its financial resources and the training needs of the 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 Section 1 k of Article 4, Management Rights, of this Agreement to transfer employees from within and among the divisions of the Sheriff's Office.

## **Article 19 - Clothing Allowance**

### Section 19.1 Uniforms

The Employer shall provide uniforms based on the job assignment and the individual needs of the employee and the standards of the Sheriff's Office. Generally, this shall be interpreted to mean six (6) uniforms per person where the Employer requires uniforms.

## **Article 20 – Vacations**

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

## **Article 21 – Insurance**

### **Section 21.1 Insurance Benefits**

- a Bargaining unit employees under this agreement shall continue to receive the same health, life; dental and other insurance benefits at the same employee/dependent premium cost as all other Lake County employees.
  
- b Right to Select Carrier  
The County reserves the right to provide this life insurance through a self-insured plan or under any group policy or policies issued by an insurance company or insurance companies selected by the County.
  
- c. The County reserves the right to provide alternate insurance carriers, health maintenance organizations or self-insurance, as it deems necessary.

## **Article 22 – General Provisions**

### **Section 22.1 Rights**

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 22.2 Replacement of Personal Property**

The Employer agrees to repair or replace as necessary an employee's eye glasses, contact lenses, and prescription sun glasses, if such are damaged or broken, if during the course of the employee's duties the employee is required to exert physical force or

is attacked by another person. Incident to be documented with immediate supervisor.

Section 22.3 Inoculation and Immunization Shots

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

Section 22.4 Benefits

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

Section 22.5 Special Details

All special details performed by Sergeants in uniform or civilian clothing and under the authority or sanctioned by the Sheriff's Office shall be made available to any Sergeant qualified to perform the duties required as determined by the Employer.

Section 22.6 Cross Utilization

Personnel of the Law Enforcement Division or Peace Officer unit shall not perform work or duties of the personnel assigned to the Corrections Division, except where they interface, unless circumstances requiring immediate assistance occur or an emergency situation exists. Correspondingly no personnel of the Corrections Division shall perform duties of the Law Enforcement Division.

Section 22.7 Credit Union

The employer agrees to deduct from the wages of employees who so authorize, and remit payment to an institution of the employee's choosing, including Members Advantage Credit Union, (sponsored by Teamsters Local Union #700).

### **Article23 -SavingsClause**

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

## **Article 24 - Secondary Employment**

### Section 24.1 Rights

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

### Section 24.2 Definition

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

### Section 24.3 Standards

- a) An employee may engage in any secondary employment provided that it is not inconsistent with or incompatible with or does not interfere with the proper discharge of the employee's duties.
- b) Approval for secondary employment must be obtained from the Employer. A request to approve secondary employment must include the place of employment, address, phone number, supervisor's name and hours of employment so that the employee may be reached in an emergency. Approval for secondary employment shall be for a period of up to one year. The employee may request that it be renewed after one year.
- c) An employee's request for secondary employment or renewal thereof may be denied for good cause or any of the following reasons:
  1. Where the Employer's uniform, or equipment is utilized unless specifically approved by the Sheriff.
  2. Where the hours worked cause the employee such fatigue that he/she is unable to properly perform his/her job duties.

3. Where a conflict of interest with his/her job duties is created for the Employer; secondary employment at any establishment involved in the sale or the serving of alcoholic beverages will be considered as creating such a conflict.
4. Where the type of secondary employment is prohibited by law or negatively reflects upon the Employer.

#### Section 24.4 Denial of Request for Secondary Employment

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

## **Article 25 -Employee Testing**

### Section 25.1 Statement of Policy

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

### Section 25.2 Prohibitions

Employees shall be prohibited from:

- a) Being under the influence of alcohol or illegal drugs during the course of their workday;
- b) Consuming or possessing alcohol, except as may be necessary in the performance of duty, at any time during or just prior to the beginning of the work day, or anywhere on the Employer's premises or work sites, building or properties or any vehicle owned by the Employer or any vehicle not owned by the Employer but used in service to the Employer;
- c) The unlawful manufacture, possession, use, sale, purchase, dispensation, or delivery of any illegal drug at any time and at any place except as may be necessary in the performance of duty;

- d) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs, which they are taking;
- e) Intentionally tampering with, substituting for, or causing another person to tamper with, substitute for a urine and/or blood specimen.

### Section 25.3 Drug and Alcohol Testing Permitted

Where the Employer has reasonable suspicion to believe:

- a) That an employee is under the influence of alcohol or illegal drugs during the course of the workday;
- b) Has abused prescribed drugs; or
- c) Has used illegal drugs.

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

#### Section 25.4 Order to Submit to Testing

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

#### Section 25.5 Tests to be Conducted

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

- a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- b) Select a laboratory or facility that conforms to all NIDA standards;
- c) Establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result;
- d) Collect a sufficient sample of the bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for latter testing if requested by the employee;
- e) Collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration;
- f) Confirm any sample that tests positive in the initial screening for drugs by retesting the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and

accepted method that provides quantitative data about the detected drug or drug metabolites;

- g) Provide the tested employee with the opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Employer within seventy-two (72) hours of receiving the results of the tests;
- h) Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and the confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of the tests administered), the Employer will not use such information in any manner or forum adverse to the employee's interests;
- i) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .07 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the Employer from attempting to show that test results between .01 and .07 demonstrate that the employee was under the influence, but the Employer shall bear the burden of proof in such cases);
- j) Provide the employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- k) Insure that no employee is the subject of any adverse employment action except emergency temporary assignment or relief of duty during the pending of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

#### Section 25.6 Right to Contest

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the notice to submit to the tests, the right to test, the administration of the tests, significance and accuracy of the tests, the results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted,

diminished or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

#### Section 25.7 Voluntary Requests for Assistance and Discipline

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

The foregoing is contingent upon:

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

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

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

## **Article 26 - Bill of Rights**

Both parties will comply with the Uniform Peace Officers Disciplinary Act, Chapter 50, ILCS5725/1 to 725/7 as of January 1, 1986 and subsequent revisions. This statute applies to any employee covered by this contract only to the extent that the provisions of this statute are not expressly inconsistent with or modified by this Collective Bargaining Agreement as provided by Section 2567 of the Act.

## **Article 27 - Authority of Contract**

### Section 27.1 Prevailing Rights

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union for the duration of this Agreement, each voluntarily and non-qualified, waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. This agreement may only be amended during its term by the parties' mutual agreement in writing.

## **Article28 –Duration**

### Section 28.1 Term of Agreement

This Agreement shall be effective from December 1, 2013 and shall remain in full force and effect until November 30, 2017. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be written date of receipt.

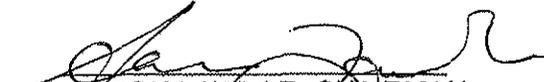
In the event such notice to negotiate is given, then the parties meet at such reasonable times as agreeable to both parties for the purposes of negotiation. Any impasses at said negotiations shall be resolved by invoking the procedures of Section 14 of the Illinois Public Labor Relations Act.

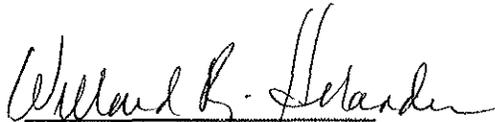


IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_ day of \_\_\_, 2014, in Lake County, Illinois.

COUNTY OF LAKE

ATTEST:

  
AARON LAWLOR, CHAIRMAN  
LAKE COUNTY BOARD

  
County Clerk

Date 9.25.14

(Seal)

Teamsters Local Union No. 700

COUNTY OF LAKE

  
Sheriff - Mark C. Curran, Jr.

  
President  
  
Secretary - Treasurer

Date \_\_\_\_\_