



Labor Agreement

Lake County Board

Lake County Sheriff

&

Teamsters Local Union No. 700

Law Enforcement Division

Sergeants Unit

December 1, 2013 through November 30, 2016

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Chairman

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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, permanent full time, or permanent part-time status.
- C.) "Immediate Supervisor" shall be defined as the individual who is subordinate to the Sheriff and has a Supervisory Title whether inside or outside the Bargaining Unit.
- D.) "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 deputy 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 all sworn full-time peace officers in the rank of Sergeant, (hereinafter referred to as "officers" or "employees"), but excluding all other employees, including but not limited to, all sworn peace officers above or below the rank of Sergeant, any employee holding the position of Internal Affairs Administrator, Deputy Chief, or Chief, all part-time or temporary employees, any employees excluded from the definition of "peace

officer” as defined by the Illinois Public Labor Relations Act, and all other managerial, supervisory, confidential, professional and short-term employee as defined by the Act.

ARTICLE - 2 NON-DISCRIMINATION

Section 1. Use of Masculine Pronoun

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

Section 2. Non-Discrimination

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

ARTICLE - 3 DUES AND DEDUCTION AND FAIR SHARE

Section 1. Dues Check off

With respect to any police officer from whom the Employer receives individual written authorization, signed by the officer, 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 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 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 police officer.

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 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 any non-probationary employee covered by this contract for Just Cause.
- h. To establish, implement and maintain an effective internal control program including the establishment, promulgation and enforcement of reasonable rules of conduct and regulations in the workplace.
- i. To relieve employees from duty because of lack of work or other legitimate reasons.
- j. To determine the number of hours of work and shifts per workweek.
- k. To establish and change work schedules and assignments and transfer employees within and among the divisions of the Office of the Sheriff.
- l. To introduce new methods of operation.
- m. To eliminate, contract (the Employer agrees to negotiate the impact of its decision to contract) and relocate or transfer work to maintain efficiency.
- n. To direct employees in their tasks.

Section 2. 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 1. No Strike Commitment

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

Section 2. Resumption of Operations

In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request any employee covered by this Agreement to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union including its officials and agents shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 3. Union Liability

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

Section 4. Discipline of Strikers

Any employee covered by this Agreement who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee covered by this Agreement who participates in action prohibited by

Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether any employee covered by this Agreement in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE - 6 GRIEVANCE AND ARBITRATION

Section 1. Preamble

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an employee or the Union against the Employer involving the meaning, miss-interpretation, 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,

Section 2. Grievance Steps

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

STEP TWO: If not adjusted in Step One, the written grievance shall be presented by the grievant or Union only to the Division Head within ten (10) calendar days following the

receipt of the supervisor's answer in Step One, or the failure of the supervisor to answer within the ten 10 calendar days as set forth in step 1. The Division Head shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his immediate supervisor or Shift Commander, and Union Representative within ten (10) calendar days after receipt of the grievance from the grievant or Union. The Division Head shall then render a decision, based on the supplied information during the meeting, within ten (10) calendar days of the meeting.

STEP THREE: If the grievance is not adjusted in Step Two, the grievant or the Union may submit the grievance in writing to the Sheriff within ten (10) calendar days of receipt of the response from the Division Head at Step Two or the failure of the Division Head to answer within ten (10) calendar days as set forth in Step 2. A meeting shall be held at a mutually agreeable time and place with the Sheriff (or his representative) to discuss and try to adjust the grievance. If a grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Sheriff, or his designated representative, shall give the grievant and Union the Employer's answer within ten (10) calendar days following their meeting.

STEP FOUR: Arbitration

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

Lake County Office of Human Resources. The parties shall attempt to agree on an arbitrator within ten (10) calendar days. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union 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. 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 3. Time Limits

A.) Grievances may be withdrawn in writing at any step of the grievance procedure with prejudice. Grievances not appealed within the designated time limits will be treated as a withdrawn grievance.

B.) The time limits at any step or for any hearing may be extended in writing by mutual agreement of the parties involved at that particular step.

C.) The Employer's failure to respond within the time limits shall not find in favor of the grievant but shall automatically advance the grievance to the next step, except Step Four.

Peace Officers

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

Department Merit Commission. The Parties further agree that the Grievance Procedure provided to Peace Officers in Article 8 of this agreement and the dispute resolution procedure provided in the consent decree in Brown vs. Harceg et al (United States District Court, Northern District of Illinois, Eastern Division Number 80C6906) are mutually exclusive and no relief shall be available under the Grievance Procedure of this Agreement for any action pursued under the consent decree. The availability of the procedures set forth in the consent decree is contingent upon the decision of the Federal Courts as to whether the decree is binding on a Sheriff other than Thomas Brown. The Parties further agree that the Grievance Procedure provided to Peace Officers in Article 8 of this agreement and the hearing process provided by the Lake County Personnel Policies and Procedures Ordinance are mutually exclusive and no relief shall be available under the Grievance Procedure of this Agreement for any action pursued under section 10 of the Lake County Personnel Policies and Procedures Ordinance.

Furthermore, the parties agree that the pursuit of a grievance under this Agreement shall act as a specific waiver by the Council and the involved employee of the right to challenge the same matter before any of the dispute resolution forums listed above and a form containing such specific waiver shall be executed by the Council and the involved employee before arbitration may be invoked under the grievance procedure of this Agreement.

Section 4. Time Off

The grievant(s) and/or Union grievance representative(s) will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. A grievant, witness or steward who is called back on his/her day off as a result of the Employer scheduling a grievance meeting shall have such time spent considered as time worked. Witnesses whose testimony is pertinent to the union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation. Any such employee called to attend such hearing while off duty shall be paid at the rate of one and one-half (1.5) times the employee's normal rate of pay for the time spent attending

such hearing. No employee or Union representative shall leave his/her work to investigate, file or process grievances without first notifying and making mutual arrangements with his/her supervisor or designee as well as the supervisor of any unit to be visited, and such arrangements shall not be denied unreasonably.

ARTICLE- 7 DISCIPLINE

Section 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 2. Corrective Discipline

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

Section 3. Pre-disciplinary Meeting

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

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 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 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) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings shall be limited to:

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

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

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

Section 2. 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 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 1. File Inspection

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

Section 2. Use and Destruction of File Material

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

the expiration of the three year period. In such instances, files normally will be destroyed three years after the date of the final court adjudication, unless a pattern of sustained infractions exists.

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

Section 3. Employee Notification

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

Section 4. Rebuttal Statement

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

Section 5. Requirement for Internal Complaint

No employee will be required to submit a written response to the Employer on any complaint against him/her by persons in or outside the Sheriff's 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.

ARTICLE - 10 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 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 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 Highway Patrol Division (excluding Traffic Enforcement Supervisor) is 9 hours with a paid meal period. (8½ hours pay; ½ hour compensatory time).

Normal workday for Sergeants assigned to all other divisions is 8 hours with a 1 hour unpaid lunch period.

Section 3. Duty Trades

Subject to staffing limitations, employees in the Highway Patrol Division may be permitted to voluntarily trade work days within the same work week providing that the employees scheduled to work inform the affected shift commander(s) or supervisor(s) in writing five (5) days in advance of their desire to trade. Written notice shall be made by submission of the approved form (FORM TO BE MUTUALLY AGREED). No employee shall trade days with any other employee for the purpose of achieving premium payments for hours of work under this agreement.

Section 4. 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 (1-1/2) 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 fifteen (15) minute 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. The following limitations shall apply to compensatory time:

(a) Law Enforcement Personnel

During a calendar year, employees may accrue a maximum of 480 hours.

All compensatory time must be used or cashed out in a fiscal year. After 480 hours of compensatory time are accrued, all overtime hours will be paid at time and one-half.

Section 5. Sixth and Seventh Day Work

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

Voluntary schedule changes will be exempt from this provision.

Section 6. 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 7. 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 8. Stand-by Pay

An employee shall receive two (2) hours pay (or compensatory time at the employee's choice) at the employee's straight time hourly rate for every day the employee is placed on stand-by by his supervisor.

If an employee is called and does not respond to the call the employee will forfeit that day's stand-by pay. If an employee acts upon a call the employee will be compensated for two (2) hours of straight time or be compensated for actual work time worked, at overtime rate or whichever is greater. To be eligible for stand-by pay, the employee must be listed on the Call Board for each calendar date claimed.

Section 9. Posting and Cancellation of Overtime Work

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

Employees approved for overtime work canceled by their employer, with less than 8 ½ hour's notice, shall receive 2 hours of overtime pay.

Section 10. Special Detail Sign-Up

Sergeants will be required to wait for twenty-four (24) hours after the initial posted sign-up time to fill any position available to a Deputy Sheriff for Special Details. Sergeants may sign-up for no more than two (2) postings, per assignment, during their first forty-eight (48) hours of eligibility. 72 hours from the initial posted sign-up time, Sergeants may then sign up for as many open assignments that remain. This does not affect a specifically posted Command Officer position or an immediate sign up detail.

Section 11. Shift Bid by Seniority

Sergeants who work in the "Highway Patrol Division" shall be allowed to exercise their seniority in grade for selection of shift assignments on an annual basis.

The Employer shall conduct shift bids between December 1st and December 31st of each year. The Employer will compile a list of Sergeants, assigned to the Highway Patrol Division, by seniority date. (Time in rank).

The Employer agrees to solicit choice of shift preference of all of the Sergeants assigned to the Highway Patrol Division. The Employer agrees to place each Sergeant assigned to the Highway Patrol Division on their first shift choice and seniority (time in rank) will be the determining factor. If the Sergeants have a promotional date conflict or tie, the tie breaker will revert to date they were sworn as a Deputy Sheriff Grade 1.

Upon completing the bidding process, shift assignments shall take effect no later than February 1st. If an employee is transferred to another division and transferred back to the Highway Patrol Division, they shall not be allowed to bid a new shift until the next shift bidding process.

ARTICLE - 11 INDEMNIFICATION

Section 1. Employer Responsibility

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

Section 2. Legal Representation

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

Section 3. Cooperation

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

Section 4. Applicability

The Employer will provide the protections set forth in Section 1 and Section 2 above, so long as any employee covered by this Agreement is acting within the scope of his employment and where the employee covered by this Agreement cooperates, as defined in Section 3, with the Employer in defense of the action or actions or claims.

ARTICLE - 12 SENIORITY

Section 1. Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service of employment from the date of promotion to the rank of Sergeant. [The use of Seniority shall not hinder management from ensuring appropriate staff availability within operating divisions of the Sheriff's Office so that the various missions of these divisions can be carried out efficiently.]

Section 2. Vacation Scheduling

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

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

Employees will have until April 1st of each year to choose vacation leave. The Employer shall post the approved vacation list by May 1st of each year. A request for vacation leave shall be submitted to the employee's immediate supervisor. The vacation schedule shall be arranged in each division so as to provide for minimum disruption of services. An employee with less than twelve (12) months of service with the County is not eligible for vacation leave. 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 fifteen (15) minute increments.

Section 3. Seniority List

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

Section 4. Personal Day Selection

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

Section 5. Termination of Seniority

An employee shall have his seniority broken when he:

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

Section 6. Lost Seniority

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

Section 7. Seniority Tie Breaking

In the event two or more employees have the exact same date of promotion, 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 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 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 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 Sheriff or the Sheriff's designee.

ARTICLE - 14 BULLETIN BOARDS

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

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

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

ARTICLE - 15 LEAVES OF ABSENCE

Section 1. Leave

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

Section 2. Payment in Lieu of Sick Leave

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

Section 3. General Leave / Peace Officers Only

Article VIII Leave of Absence, Sections 8.01 through 8.06 of the Rules and Regulations of the Lake County Sheriff's Office Merit Commission shall apply only to peace officers covered by this

Agreement.

Section 4. Treatment on Seniority

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

Section 5. Sick Leave Use Restriction

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

Accumulated paid sick leave shall be used in increments of no less than fifteen (15) minute increments at a time. While the Employer shall not discipline employees for legitimate use of such, 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 6. 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 Division Head shall consider and handle the employee's absence as an absence without pay.

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

Section 7. Sick Leave Abuse Sanctions

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

Section 8. Personal Days Use

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

Employees shall give sufficient advance notice (generally seventy-two (72) hours) to 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 9. Notification of Balances

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

Section 10. Illnesses or Injury During Paid Vacation Leave

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

ARTICLE - 16 WAGE RATES

Employees shall be compensated annually pursuant to the following wage scales.

All employees covered by the bargaining agreement shall receive the following annual increases:

<u>Effective Date</u>	<u>Percentage Increase</u>
12/1/2013	2.85%
12/1/2014	2.85%
12/1/2015	2.85%

Wage rates in Appendix "B".

Section 1. Wages

A. Longevity Scale

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

B. Progress thru the Longevity Scale

B1) On the promotional date of each Bargaining Unit Member, The employee covered by this Agreement will move to the next higher cell in the longevity scale which equates to the years of service accumulated by that Bargaining Unit Member in his current pay classification.

B2) The Longevity Scale will begin with a wage that is ten point two five (10.25) percent higher than the top deputy wage as shown on the deputy's wage scale. Beginning on December 1, 2010, newly promoted sergeants will be placed in the entry wage cell. They will move to the next cell, 1 year as a sergeant. In all years of this agreement, the remaining cells are two (2) percent apart.

B3) The parties realize that the Longevity Scale agreed upon in this Article will annually generate additional benefits to the employees covered by this Agreement and additional costs to the County as the employees covered by this Agreement move from

one step to the next in the Longevity Scale. These step increases are intended as an annual benefit to those employees receiving longevity step increases which will add to the annual wage costs of the County in each year of this Agreement.

ARTICLE – 17 HOLIDAYS

1. CONTINUOUS COVERAGE DIVISION PERSONNEL

Section 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
Fixed	Christmas Eve	Dec 24	Dec 24	Dec 24
Fixed	Christmas Day	Dec 25	Dec 25	Dec 25

***Employees in the Highway Patrol Division will observe the holiday on the actual calendar date.**

Section 2. Equivalent Time Off

When a holiday “Fixed or Floating”, falls on an employee’s scheduled day off, equivalent time off may be granted within the current fiscal year if the employee chooses to earn the holiday norm hours* for the division. This time off will be granted on the day requested by the employee unless to do so would interfere with the Employer’s operations. If the employee does not request the equivalent time off, such time will be paid to the employee at the regular rate at the end of the “fiscal year.”

Section 3. Cash Payment

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

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

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

Section 4. Advance Notice

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

Section 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 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 work day after the holiday, unless absence on either or both of these work days is for good cause and approved by the Employer.

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

Section 7. Holiday Observance

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

Section 8. Payment Upon Separation

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

B. MONDAY THROUGH FRIDAY DIVISIONS

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

Section 1. Amounts

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

<u>Holiday Type</u>	<u>Holiday Name</u>
Fixed	New Year's Day
Floating	Martin Luther King's Birthday
Floating	Lincoln's Birthday
Floating	Floating Holiday

Fixed	Memorial Day
Fixed	Independence Day
Fixed	Labor Day
Floating	Veteran's Day
Fixed	Thanksgiving Day
Fixed	Day After Thanksgiving
Fixed	Christmas Eve
Fixed	Christmas Day

Section 2. Fixed Holidays

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

Section 3. Floating Holidays

The County of Lake facilities not including the Courts are open on all Floating holidays. The Courts with the exception of Bond Court are closed on all floating holidays. Therefore, employees may elect to work and be compensated double time for the norm hours of the division, or may elect to take the day off and be compensated for the norm hours of the division at the employee's regular rate of pay. Employees may also elect to work the holiday and earn the holiday norm hours of the division, with equivalent time off taken during the calendar year. Hours worked on the "Fixed" holiday exceeding the norm hours of the division will be paid as regular overtime hours at the employee's time and a half rate of pay. Any "banked or earned" holiday hours not taken in equivalent time off will be paid out at the end of the "fiscal year" at the employee's regular rate of pay.

Section 4. Advance Notice

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

Section 5. Holiday During Vacation

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

Section 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 work day after the holiday, unless absence on either or both of these work days is for good cause and approved by the Employer.

Section 7. Holiday Observance

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

Section 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 1. Educational Payment

The Employer agrees to provide tuition reimbursement and education and training opportunities consistent with Section 7-13, Tuition Reimbursement and Staff Development of the Lake County Personnel Policies and Procedures Ordinance.

Section 2. Travel Expenses

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

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 aren't 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, DuPage, Will, and Kane Counties: Deputy Sheriff 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 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 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 five (5) uniforms per person where the Employer requires uniforms.

Section 2. Plain Clothing Allowance

Deputy Personnel assigned to the Criminal Investigations Unit (CID) and the Lake County Metropolitan Enforcement Group (LCMEG) are, by nature of their assignment, required by the Employer to work in plain clothes. Due to this requirement, employees assigned to these units are eligible to receive reimbursement for the purchase of civilian attire up to the amount of \$1,500.00 on a fiscal yearly basis (pro-rated on a monthly basis for employees entering the unit mid-year) in lieu of the uniforms provided for in Section 1. Employees electing to receive reimbursement for clothing purchases must present a purchase receipt indicating date of purchase, retailer and description of clothing purchased, to their division head for approval. Division heads will be responsible to forward clothing approvals to the Sheriff's Administration. Such clothing purchased must meet the criteria established and described by the Employer, and as set forth in Sheriff's General Order 8.8a, Plain Clothes and Civilian Dress. Employees assigned to these plain-clothes units will remain responsible to maintain one complete uniform.

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 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.

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

Section 21.2 Limited Re-Opener

The union may reopen this agreement for the purpose of entering into an agreement regarding members of this bargaining unit being covered under the Union's health and dental insurances. Bargaining regarding this matter, during successor negotiations for the bargaining agreement that expired on November 30, 2013, were discontinued because the Affordable Care Act had not sufficiently defined the Union's and the Employer's obligations as it applies to fees and penalties assessed as a result of non-compliance (among other provisions that needed clarification). This reopener shall be limited specifically to the issue outlined above. No other issue(s) may be discussed or negotiated unless mutually agreed to by the parties. The union may reopen the contract for the purpose of modifying this Article no earlier than March 1, 2015 and no later than May 30, 2015. If a mutual agreement is not reached by October 15, 2015 provisions contained in Section 21.1 of this Article shall prevail.

ARTICLE – 22 GENERAL PROVISIONS

Section 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 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 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 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 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 6. Cross Utilization

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

Section 7. Tuition Reimbursement

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

ARTICLE – 23 SAVINGS CLAUSE

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

ARTICLE – 24 SECONDARY EMPLOYMENT

Section 1. Rights

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

Section 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 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 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 1. Statement of Policy

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

Section 2. 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 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 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 or she may possess.

Section 5. Tests to be Conducted

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

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- (b) select a laboratory or facility that conforms to all NIDA standards;

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);

Section 6. Right to Contest

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

Section 7. Voluntary Requests for Assistance and Discipline

The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, 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 AUTHORITY OF CONTRACT

Section 1. Prevailing Rights

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

ARTICLE - 27 DURATION

Section 1. Term of Agreement

This Agreement shall be effective from December 1, 2013 and shall remain in full force and effect until November 30, 2016. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be written date of receipt.

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

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

COUNTY OF LAKE

Aaron Lawlor
AARON LAWLOR, CHAIRMAN
LAKE COUNTY BOARD

Date 8-12-14

ATTEST:

Willard R. Helander
County Clerk

(Seal)

Teamsters Local Union No. 700

COUNTY OF LAKE

Mark C. Curran, Jr.
Mark C. Curran, Jr.
Sheriff

Decky Stachowski President
Barbara A. Connett Sec/Treas
(KRC)

Date _____